

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CALIFORNIA COURT OF APPEAL, FIFTH APPELLATE DISTRICT
AND
FRESNO REVITALIZATION CORPORATION

This Memorandum of Understanding (MOU) is entered this _____ day of _____, 201_, between the California Court of Appeal, Fifth Appellate District, and the Fresno Revitalization Corporation, a California nonprofit corporation.

RECITALS

WHEREAS, a courthouse (Courthouse) occupied and used by the California Court of Appeal, Fifth Appellate District (Court) is located on the southwest corner of Ventura Street and O Street in Fresno, California (Courthouse Property);

WHEREAS, the Courthouse Property is owned by the State of California, and the Court has the authority to enter into maintenance agreements relating to the Courthouse Property;

WHEREAS, the Successor Agency to the Redevelopment Agency of the City of Fresno owns property on the southeast corner of Ventura Street and N Street in Fresno, California (FRC Property) which is directly adjacent to the Courthouse Property;

WHEREAS, an integrated plaza was constructed on a portion of the FRC Property and a portion of the Courthouse Property which plaza primarily serves the Courthouse (Courthouse Plaza);

WHEREAS, pursuant to City of Fresno Resolution No. 2012-12, the Fresno Revitalization Corporation (FRC) was delegated all redevelopment wind down functions that are not legislative decisions, including day-to-day operations of the Successor Agency and obtaining necessary services;

WHEREAS, the Courthouse Plaza requires routine landscape maintenance;

WHEREAS, FRC has agreed to provide landscaping services to the entire Courthouse Plaza in exchange for reimbursement from the Court;

WHEREAS, the Court will benefit from FRC providing landscaping services to the entire Courthouse Plaza including the Courthouse Property as such services increase the aesthetics of the Courthouse Plaza which is integral to the Courthouse; and

WHEREAS, the Court and FRC wish to enter into this MOU to provide for the reimbursement to FRC for providing landscaping services to the Courthouse Plaza.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual covenants herein contained and such other and further consideration as is hereby acknowledged, the parties agree as follows:

1. FRC shall retain a contractor and pay such contractor for professional landscape services (Landscape Contractor) for the Courthouse Plaza as set

forth in the Scope of Services attached hereto as Exhibit A (Landscape Services).

2. The Court shall pay FRC for the cost of the Landscape Services in an amount not to exceed \$1,700 per month. Reimbursement shall be made within forty-five days of invoice from FRC to the Court. Invoices and payments shall be sent to the parties' respective addresses as set forth in this MOU.
3. FRC shall ensure that the Landscape Contractor complies with all applicable laws, ordinance, rules, and regulations that may be applicable the Landscape Services including without limitation all laws and regulations relating to the payment of prevailing wages pursuant to California Labor Code section 1720 et seq. including without limitation the registration and compliance monitoring provisions of Labor Code section 1771.4.

FRC shall also ensure that the Landscape Contractor is properly licensed under applicable California law and that the Landscape Contractor secures any necessary permits that may be required to undertake the Landscape Services.

4. FRC shall ensure that the Landscape Contractor is adequately insured and that the Court, State of California, and the Judicial Council of California are named as additional insureds under the applicable insurance policies.
5. Any services beyond the Landscape Services as set forth in Exhibit A, including but not limited to annual refresh of seasonal plantings, intermittent sprinkler repair beyond normal maintenance, annual tree trimming (large scale), and intermittent plant replacement, shall be separately negotiated by the parties.
6. In exchange for payment from the Court for the Landscape Services, FRC agrees that for as long as this MOU is in effect, FRC will not make any changes to any portion of the Courthouse Plaza located upon FRC Property without obtaining the written consent of the Court which the Court shall not unreasonably withhold. Notwithstanding anything in this MOU to the contrary, FRC shall not make any changes to any portion of the Courthouse Plaza located upon Court Property without obtaining the written consent of both the Court and the Judicial Council of California both of which can withhold their consent in each entity's sole and complete discretion.
7. The Court and the State of California (including without limitation the Judicial Council of California) and their respective officers and employees shall not be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by FRC, its officers, employees, agents or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon FRC under this MOU. It is understood and agreed that FRC, its officers, employees, agents, or subcontractors shall fully defend, indemnify and save harmless the Court and the State of California (including the Judicial Council of California) and their respective officers and employees from all

claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by FRC, its officers, employees, agents or subcontractors under this MOU.

8. This MOU shall continue until terminated by either party upon thirty days' notice to the other.
9. This MOU contains the entire agreement between the Court and FRC in regard to the subject matter hereof. This MOU shall become effective upon full execution by all parties, and may be signed in counterparts.

IN WITNESS THEREOF, the parties have caused their authorized agents to execute this MOU:

Dated: _____
Fresno Revitalization Corporation
By: _____
Its: _____

Dated: _____
California Court of Appeal
Fifth Appellate District
By: _____
Its: _____

Addresses:

Fresno Revitalization Corporation
848 M STREET, THIRD FLOOR
FRESNO, CA 93721

California Court of Appeal
Fifth Appellate District
2424 Ventura Street
Fresno, CA 93721

Exhibit A: Scope of Services

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