

ACTIVITY REPORTING AND PROPOSAL FORM
JUDICIAL COUNCIL DIRECTIVES
AOC RESTRUCTURING

DATE	4/2/2013
PREPARED BY	Burt Hirschfeld
OFFICE NAME	<u>Office of Real Estate and Facilities Management</u>
JUDICIAL COUNCIL DIRECTIVE NUMBER	137
JUDICIAL COUNCIL DIRECTIVE	E&P recommends that the Judicial Council direct the Administrative Director of the Courts to consider SEC Recommendation 7-66 and, once organizational changes are made as approved by the Judicial Council, evaluate and make recommendations to the council on facilities maintenance program efficiencies, including broadening courts' responsibilities for maintenance of court facilities and for smaller scale projects.
SEC RECOMMENDATION	The current facilities maintenance program appears inefficient and unnecessarily costly. The consultant report is necessary and should be considered part of a necessary reevaluation of the program. Courts should be given the option to assume responsibility for maintenance of court facilities and for smaller-scale projects.
RESPONSE (check applicable boxes)	
<input type="checkbox"/> This directive has been completed and implemented: <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div> <div style="border: 1px solid black; padding: 2px; margin-top: 10px; display: flex; align-items: center;"> File Attachment </div> <div style="border: 1px solid black; padding: 2px; margin-top: 5px; display: flex; align-items: center;"> File Attachment </div> <div style="border: 1px solid black; padding: 2px; margin-top: 5px; display: flex; align-items: center;"> File Attachment </div>	
<input type="checkbox"/> This directive is forwarded to the Judicial Council with options for consideration: <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div> <div style="border: 1px solid black; padding: 2px; margin-top: 10px; display: flex; align-items: center;"> File Attachment </div>	
<input checked="" type="checkbox"/> Other: <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> Development of a pilot program, working group and intra-branch agreements for the Delegation of Responsibility for Trial Court Facilities Maintenance and Repair. Attached agreements implemented </div>	

as of October 1, 2012.

The ADOC requests that the council approve the following proposed timeline: ADOC interim update to the council at the October 2013 council meeting and final report at the December 2013 meeting.

 Orange.pdf
Adobe Acrobat Document
2.13 MB

 SLO.pdf
Adobe Acrobat Document
546 KB

 Riverside.pdf
Adobe Acrobat Document
1.87 MB

TIMELINE AND RESOURCES FOR IMPLEMENTATION

IMPLEMENTATION DATE OR PROJECTED IMPLEMENTATION DATE	6-month assessment: April 5, 2013; 12-month assessment: October, 2013.
RESOURCES REQUIRED FOR IMPLEMENTATION	Staff from: Superior Courts in Orange, Riverside, San Luis Obispo and Imperial; Office of Real Estate and Facilities Management; Judicial Branch Capital Program Office; Legal Services Office; Fiscal Services Office.

ADDITIONAL IMPLEMENTATION INFORMATION (complete only applicable sections)

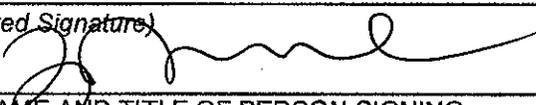
<input checked="" type="checkbox"/> PROCEDURES/ POLICIES UPDATED OR DEVELOPED	<div style="border: 1px solid gray; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid gray; padding: 2px; margin-bottom: 5px;"> File Attachment</div> <div style="border: 1px solid gray; padding: 2px; margin-bottom: 5px;"> File Attachment</div> <div style="border: 1px solid gray; padding: 2px;"> File Attachment</div>
<input checked="" type="checkbox"/> TRAINING UPDATED OR DEVELOPED	<div style="border: 1px solid gray; padding: 2px; margin-bottom: 5px;">Training in use of Computer-Aided Facilities Management application and facilities-related financial processes and documentation.</div> <div style="border: 1px solid gray; padding: 2px;"> File Attachment</div>
<input type="checkbox"/> SAVINGS	<div style="border: 1px solid gray; height: 20px;"></div>

	<input type="text"/> <input type="button" value="File Attachment"/>
<input type="checkbox"/> COST	<input type="text"/> <input type="button" value="File Attachment"/>
<input type="checkbox"/> EFFICIENCIES	<input type="text"/> <input type="button" value="File Attachment"/>
<input type="checkbox"/> SERVICE LEVEL IMPACT	<input type="text"/> <input type="button" value="File Attachment"/>
<input type="checkbox"/> OTHER	<input type="text"/> <input type="button" value="File Attachment"/>
ADMINISTRATIVE DIRECTOR OF THE COURTS (ADOC) REVIEW AND APPROVAL	
ADOC REVIEW	Administrative Director of the Courts Review Date: <input type="text" value="4/10/2013"/>
EXECUTIVE AND PLANNING (E&P) COMMITTEE REVIEW	
E&P REVIEW	Executive and Planning Review Date: <input type="text" value="4/17/2013"/>

JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS
 INTRA-BRANCH AGREEMENT COVERSHEET (rev 1-27-09)

AGREEMENT NUMBER 1025535

- In this intra-branch agreement (the "Agreement"), the term "Court" refers to the **Superior Court in and for the County of Orange**, and the term "AOC" refers to the **Judicial Council of California, Administrative Office of the Courts**.
- This Agreement is effective **September 17, 2012** and expires on **June 30, 2015** as of
- The title of this Agreement is **AOC-Trial Court Delegation Agreement for Facilities Maintenance (Full--All Maintenance and Repair Work Orders, Facilities Management and Maintenance Plans, and Facilities Modifications <\$50,000)**.
- The amount awarded under this Agreement (the "Agreement Amount") for the period of October 1, 2012 – June 30, 2013 is **\$2,223,497.02** for Delegated Facility Maintenance Responsibilities and **\$52,000** for required plans. The Court may be awarded additional funds for facility modification work approved by the Trial Court Facility Modification Working Group in an amount as specified in the approval and not to exceed \$1,000,000 each fiscal year of the agreement.
- Amounts awarded under this agreement for the two (2) subsequent fiscal years, July 1, 2013 through June 30, 2014 and July 1, 2014 through June 30, 2015 will be determined no later than April 1st of each year.
- This Agreement incorporates the terms and conditions set forth on Exhibits A ("Delegated Maintenance and Repair Responsibilities"), B ("Facility Modification Work"), C ("Payment Provisions"), D ("General Provisions"), E ("List of Delegated Facilities"), and F ("Definitions")

AOC'S SIGNATURE	COURT'S SIGNATURE
Judicial Council of California, Administrative Office of the Courts	Superior Court of California in and for the County of Orange
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Zlatko R. Theodorovic, CFO	PRINTED NAME AND TITLE OF PERSON SIGNING Alan Carlson, Court Executive Officer
ADDRESS Attn: Business Services Unit 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS Superior Court of California, County of Orange 700 Civic Center Drive West Santa Ana, CA 92702

AOC Internal Use Only							
Fund Title	Program / Category	Item	Chapter	Statute	Fiscal Year	Object of Expenditure	Amount
Court Facilities Trust Fund	35 Judicial	0250-001 3066	21	2012	2012-2013	3066-13061221-0352-30-12	\$2,275,497.02

Branch Facility Program

EXHIBIT A
DELEGATED MAINTENANCE AND REPAIR RESPONSIBILITIES

The California courts occupy space in facilities owned and managed by various parties, including by the AOC on behalf of the Judicial Council. The AOC is responsible for operation and maintenance of court facilities as mandated by Rule of Court 10.182. The AOC is permitted, when appropriate, by subsection (b)(3) of rule 10.182 to delegate its responsibility for operation and maintenance of court facilities to the courts themselves. The AOC and the Court, as the parties to this Agreement, acknowledge that it is to their mutual benefit under rule 10.182 to delegate the AOC's responsibility to the Court, and therefore agree as follows:

1. Delegation of Responsibility for Trial Court Facilities Maintenance and Repair.

- A. Authority to Delegate. California Rules of Court, rule 10.182 ("Operation and maintenance of court facilities") allocates responsibility and decision making for the operation and maintenance of court facilities among the courts and the Administrative Office of the Courts. Subsection (b)(3) of the rule authorizes the AOC to delegate its responsibility, when appropriate, to some or all of the trial courts, as follows:

10.182(b)(3)

The Administrative Office of the Courts may, when appropriate, delegate its responsibilities for ongoing operation and management to the court for some or all of the existing court facilities used by that court. Any delegation of responsibility must ensure that:

- (A) The management of court facilities is consistent with the statewide goals and policies of the judicial branch;*
- (B) Access to all court facilities in California is promoted;*
- (C) Facilities decisions are made with consideration of operational costs and enhance economical, efficient, and effective court operations; and*
- (D) Courts have adequate and sufficient facilities and appropriate resources to undertake these delegated tasks.*

- B. Delegation and Assumption of Responsibility. Subject to the Court's ability to meet the requirements of rule 10.182(b)(3), and to comply with the provisions set forth in this Agreement, the AOC delegates to the Court and the Court accepts delegation to assume responsibility for maintenance and repair of court facilities as set forth in this Agreement.

- C. Facilities. The facilities for which the Court is assuming responsibility are set forth on Exhibit E.

2. Court's Delegated Duties. The general duties and responsibilities of the Court for court facilities maintenance and repair under this Agreement are:

- A. To provide timely, responsive, high quality, cost efficient maintenance and repair services;
- B. To provide all management, supervision, personnel, labor, materials, supplies, tools, vehicles, and equipment, and other items and services necessary to perform the delegated responsibilities;
- C. To plan, schedule, coordinate and be responsible for the efficient, effective, economical, and satisfactory operation of the facilities, scheduled and unscheduled maintenance in the facilities, and repair of equipment and systems located in the facilities within the delegated responsibilities;

- D. To be responsible for regularly assessing the conditions of the buildings and their systems, as well as developing and implementing the building operations and preventive maintenance programs necessary to maintain, preserve, and keep the premises in good repair.
3. Scope of Delegated Work for Maintenance and Repair of Court Facilities. Except for exclusions from the delegation referenced in Section 4 below, the Court assumes responsibility for all maintenance and repair services for all individual Work Orders. By way of example, delegated responsibilities include, but are not limited to:
- A. Lighting related maintenance, repairs, and replacements;
 - B. All electrical work;
 - C. Interior and exterior low voltage (<48V) electrical work, including fire/life safety systems;
 - D. Plumbing;
 - E. Changes to the Building Automation Systems within the ranges approved by the AOC;
 - F. All locksmith services;
 - G. All security system maintenance and repair, including cameras, alarms, access control systems, and physical security items such as gates, barriers, and holding cells;
 - H. Repairs to existing interior finishes and cabinetry; nonstructural walls, partitions, doors, and non-exterior windows; and
 - I. Preventive maintenance actions based on an AOC schedule of services included as Exhibit G. Electronic copy of the schedule is available to the Court upon request.
4. Exclusions from Delegation. The following maintenance and repair services are **excluded** from delegation under this Agreement:
- A. Any work involving the disturbance or removal of asbestos, mold, or lead-based paint without the written pre-approval of the AOC;
 - B. Changes that would have an impact on ADA or other accessibility requirements without written approval by the AOC Facility ADA Coordinator who shall be contacted through the AOC Program Manager;
5. [Intentionally deleted]
6. Conditions of Delegation. In accepting responsibility for ongoing maintenance and repair services for court facilities, the Court agrees to:
- A. Separately monitor and account for all funds received from the AOC and expended by Court for delegated maintenance and repair services;
 - B. Use the funds received under this Agreement solely for delegated maintenance and repair services described herein;
 - C. Maintain records of all costs, activities, and expenses incurred by the Court in performing all delegated maintenance and repair services consistent with best financial and accounting practices and standards to provide full accountability for all costs, activities, and expenditures;
 - D. Provide access to the AOC to all records maintained by the Court under this delegation Agreement;
 - E. Comply with all applicable federal, state, and local laws and regulations, the California Rules of Court, the AOC and Court financial policies; the Judicial Branch Contracting Manual and the Court's local contracting manual; and building codes;

- F. Where the Court is not performing services with its own staff or using another local governmental entity to perform those services, use only qualified contractors possessing all applicable licenses and certifications, and who maintain general liability and workers' compensation insurance in amounts satisfactory to the AOC's Risk Manager;
 - G. Meet and maintain existing court security standards;
 - H. Include warranty provisions in all contracts for goods and services, and complete all necessary documentation to effectuate such warranties;
 - I. Maintain inventory and provide quarterly report for all tools and non-office supplies purchased with facility maintenance funding;
 - J. Create a process to document unsatisfactory performance by staff or contractors;
 - K. Establish change order procedures, complaint escalation procedures, and procedures applicable to contractors who fail to complete work;
 - L. Utilize the AOC's computerized work order management system (CAFM) to record labor and materials costs by Service Work Order with copies of scanned documents to be attached and PHOENIX financial system to record the cost for all materials acquired and work performed under this Agreement, as required by the AOC; and
 - M. Report to the AOC on a quarterly basis for services performed and actual costs paid under this Agreement in accordance with Exhibit C, Section 1.C.
7. Delegation for Development and Implementation of Facilities Management and Maintenance Plans. The Court assumes responsibility for developing and implementing all AOC required facilities management and maintenance plans including (1) Master Maintenance Plan, (2) Refrigerant Management Plan, and (3) Energy Management Action Plan. A onetime advance payment will be provided for the initial year of the agreement for the development of these plans. The court will be responsible to provide updates to the plans as needed thereafter.
8. Emergency Work. In an emergency where immediate action is required to prevent injury or damage to property, the Court is authorized to perform services as are necessary. If the anticipated cost of repair is reasonably anticipated to exceed the delegated responsibility limit of \$15,000 per work order, the Court shall immediately notify the AOC Program Manager to obtain written approval and determine what actions should be taken.
9. Means of Performing Services. In its discretion, the Court may perform delegated maintenance and repair services using Court employees, contracted local public entity staff, or qualified, licensed contractors. If Court employees are used, the Court will document hours worked and billed to maintenance and repairs services in CAFM by Service Work Order at a Fully Burdened Labor Rate. The total hours worked for the period should match the posting of labor costs in PHOENIX for applicable Court staff.

END OF EXHIBIT A

EXHIBIT B
FACILITY MODIFICATION WORK

1. Delegation of Facilities Modification Work. For any facility modification project, the Court must submit written proposals via CAFM to the AOC Program Manager and the Trial Court Facilities Modification Working Group (TCFMWG) in accordance with the *Trial Court Facility Modifications Policy* as adopted by the Judicial Council on July 27, 2012.
 - A. The Court will be responsible for managing those approved projects which are estimated at \$50,000 (Fifty Thousand Dollars) or less per project. The AOC Program Manager may delegate authority in writing to the Court to manage Facility Modifications over \$50,000 (Fifty Thousand Dollars) on a case by case basis.
 - B. The cumulative total of all Work Orders/Amendments issued in each fiscal year in the term of the Agreement cannot exceed \$1,000,000 (One Million Dollars).
 - C. The cost of approved facility modification projects shall not be paid out of funds provided for facility maintenance under this IBA. Funding for facility modification projects will be added as a written amendment to this agreement.
 - D. Invoicing for Facility Modification work will be separate from invoicing issued for the delegation of maintenance in accordance with Exhibit C, Section 2.B.
2. Means of Performing Services. In its discretion, the Court may perform delegated and approved facility modification projects using Court employees, contracted local public entity staff, or qualified, licensed contractors. If Court employees are used, the Court will document hours worked and billed to approved facility modification projects in CAFM by Service Work Order at a Fully Burdened Labor Rate. The total hours worked for the period should match the posting of labor costs in Phoenix for applicable Court staff.

END OF EXHIBIT B

AB367- Creation 2011

NOTE – Round off cents, do not enter as they will throw off the balance!!!!

1. L:\SHARED\Collections Monthly Report\2010
 - a. Pull Data from AB367 AOC Monthly
 - b. This year took ending numbers from last year's final report as beginning numbers. Use values from Vision, not the figures from the private vendors and FTB. Otherwise we have too many unaccountable adjustments.
 - c. Use 7/1/2010 month for beginning numbers
 - i. Lines 24 – 29 Columns H & I in AOC Rpt
 - ii. Line 26-OCV for line 26-Private Agency
 - iii. START REWORK

7/1/2010	Program	Cases	Balance
	24 - COURT	162,685	\$67,853,819.11
	25 - COUNTY	0	\$0.00
	26 - PRIVATE AGENCY (GCS)	0	\$0.00
	26 - PRIVATE AGENCY (OCV)	111,021	\$90,652,115.48
	27 - FTB COURT ORDERED DEBT	24,331	\$16,721,832.32
	28 - CONTRACT/HARD TO COLLECT	0	\$0.00
	29 - OTHER (FTB-TI)	0	\$0.00
	FW - FORTHWITH	72,729	\$47,959,910.93
	ND - NON DELINQUENT	365,903	\$106,760,314.67
		736,669	\$329,947,992.51

- d. Use 7/1/2011 month for ending numbers
 i. Lines 24 – 29 Columns K & L in AOC Rpt

7/1/2010	Program	Cases	Balance
	24 - COURT	165,182	\$69295753.09
	25 - COUNTY	0	\$0.00
	26 - PRIVATE AGENCY (GCS)	0	\$0.00
	26 - PRIVATE AGENCY (OCV)	125,023	\$105,492,888.11
	27 - FTB COURT ORDERED DEBT	22,595	\$15,751,598.06
	28 - CONTRACT/HARD TO COLLECT	0	\$0.00
	29 - OTHER (FTB-TI)	0	\$0.00
	FW - FORTHWITH	82,866	\$53,767,123.29
	ND - NON DELINQUENT	329,959	\$113,358,195.83
		725,625	\$357,665,558.38

- e. Copy AB367 AOC GR and ADJ
 i. Rework and sort and totalize until it looks like
 L:\SYSTEMS\Mcline\AB367_2010\AB367 AOC GR and ADJ
 Totals

Month	Program	GR	AJ
	24 - COURT Total	\$34,703,737.58	\$2,414,013.49
	25 - COUNTY Total	\$0.00	\$0.00
	26 - PRIVATE AGENCY (GCS) Total	\$0.00	\$0.00
	26 - PRIVATE AGENCY (OCV) Total	\$3,271,094.94	\$434,469.97
	27 - FTB COURT ORDERED DEBT Total	\$694,532.48	\$161,625.54
	28 - CONTRACT/HARD TO COLLECT Total	\$0.00	\$0.00
	29 - OTHER (FTB-TI) Total	\$0.00	\$0.00
	FW - FORTHWITH Total	\$31,605,901.00	\$5,268,532.83
	ND - NON DELINQUENT Total	\$85,334,374.12	\$9,039,643.45
	Program Total	\$0.00	\$0.00
	TOTAL Total	\$155,609,637.12	\$17,318,285.28

- ii. Transfer the GR column to Lines 3 – 9 column E
 iii. Add FW and ND for Box 3-E \$118,196,849

- iv. Use the AJ column for Lines 3 – 9 Column G
 1. Not yet, wait until total calculated in Step 7
 2. Enter positive, excel subtracts the amount
 3. END REWORK
2. Run these SQLs to get the cases established and their value
 - a. The results go to lines 3 – 9 columns B and C
 - b. Line 4 – Court Collection – Process changed in late October form starting with CUCON to starting with NTHCA
 - i. CUCON –first part of year
 1. 39,399 - \$23,888,836
 - ii. NTHCA – last part of the year
 1. 72,647 - \$32,233,144
 - iii. ADD = 112,046 - \$56,121,980
 - c. Line 6 – Private Agency
 - i. OCV – counts all transfers to any OCV
 1. 61,701 - \$52,657,006
 - ii. OCV_oct_by_date – remove 10/24 transfers from 1 OCV to another. Occurred only that one time in this fiscal year. Subtract these or they get counted twice.
 1. 33,985 - \$29,579,743
 - iii. MINUS = 28,216 - \$23,077,263
 - d. Line 7 – FTBCOD
 - i. 1976 - \$1,395,852
3. Debt Transfers (Col D) are complicated to calculate because there is only one column for transfers in and out. Cases are transferred OUT from the Court (Line 3) to Private Agencies (Line 6) and FTBCOD (Line 7). But cases are also removed from these agencies and transferred IN to the court.
4. The transfer out for line 4 – Court is the column C values for all other programs (Lines 6 & 7), Calculate as negative because they were removed from Court, total entered in Step 5
 - a. 6 – Private Agency = - \$23,077,263
 - b. 7 – FTBCOD = - \$1,395,852
 - c. Total - \$24,473,115 (don't enter yet)

5. Transfers out for lines 6-7 are calculated with SQLs, enter as negative
 - a. TO_OCV for Line 6 – Private Agency
 - i. - \$892,817
 - b. TO_FTBCOD for Line 7 – FTB COD
 - i. - \$730,017
6. The Transfer outs from Step 5 above become transfers IN for line 4 – Court as everything is transferred back to the court, so enter that total as a positive
 - a. Total from Step 5 = \$1,622,834
 - b. Add to negative value transferred OUT from Step 4.c (-\$24,473,115)
 - c. The total value to enter in Box 4-D is -\$22,850,281
7. After totaling the transfers and entering them in the chart any difference is entered to make the totals balance, Positive values go in column C as part of the value established. Negative values go in Column G as Adjustments. These negative values include all the waived and dismissed fines and fees not captured by Vision. The last information from the AOC was the adjustments should only include negative values, things that reduce the balance. All new fees and fines go in the original Value established. This is not what the instructions say which is one of the reasons this report is so wrong.
 - a. Line 4 – Court \$2, 873,973
 - i. Since this is a positive value it increases Col C. Also add the current value in Box 4-G (\$2,414,013) to offset the negative entry
 - ii. Change Box 4-C to \$61,409,966
 - b. Line 6 – Private - \$4,072,578 in G – Adjustments
 - i. Replace the current value in BOX 6-G, enter as positive, the system subtracts this number.
 - c. Line 7 - FTBCOD -\$941,537 in G – Adjustments
 - i. Replace the current value in BOX 6-G, enter as positive, the system subtracts this number.
8. The new adjustments for Column G are now
 - a. Enter positive, excel subtracts the amounts

- b. Line 4 – Court \$2,414,013
 - c. Line 6 – Private \$4,072,578
 - d. Line 7 – FTBCOD \$941,537
9. Everything should balance now. If it does not, go back and reenter the numbers, rounding off the decimal places.
10. For Column F – Cost of Collections, most numbers must be totaled from the receipts in Fiscal as these are not maintained in Vision. However it is possible to calculate the in house costs from the MFDR report.
- a. Run SQL COLCST giving \$5,002,947 for Box 3 - F

**EXHIBIT C
PAYMENT PROVISIONS**

1. Delegated Facility Maintenance Responsibilities

A. Facility Maintenance Agreement Amount

- i. The Agreement Amount will not exceed \$2,223,497.02 (Two Million Two Hundred Twenty Three Thousand Four Hundred Ninety Seven Dollars and Two Cents) for Delegated Facility Maintenance Responsibilities and \$52,000 (Fifty Two Thousand Dollars) for delegated facility management and maintenance plans paid by the Court for the first fiscal period of ~~October 1,~~ *September 17* 2012 through June 30, 2013 of the Agreement. Funding for facility modification projects approved by the TCFMWG will be added as a written addendum to this agreement or in a separate agreement. *MAD*
- ii. Amounts awarded under this agreement for the two (2) subsequent fiscal years, July 1, 2013 through June 30, 2014 and July 1, 2014 through June 30, 2015 will be determined no later than April 1st of each year.
- iii. The Agreement amount is for facility maintenance and facility management and maintenance plans for all of the facilities listed in Exhibit E with no specific amount allocated to any individual building listed.
- iv. The Agreement Amount is to be used exclusively for the delegated maintenance and repair responsibilities and facility management and maintenance plans paid by the Court during the period, and will not become part of the Court's baseline budget.
- v. The AOC shall have no obligation to provide any further funding in excess of the Agreement Amount, in the applicable fiscal year. Actual costs incurred by the Court in excess of the agreement amount are the sole responsibility of the Court.
- vi. All disbursements of the Agreement Amount are contingent upon compliance with the terms of this Agreement. The AOC may withhold future disbursements for use of the Agreement Amount in payment for activities, services, or materials that do not conform to the requirements of this Agreement.
- vii. All disbursements of the Agreement Amount are contingent upon funding approval and adoption of a State budget. Should the AOC fail to pay any amounts due and owing under this Agreement as a result of the State of California's failure to timely approve and adopt a budget, the AOC shall promptly pay any previously due and unpaid amounts due and owing under the Agreement upon approval and adoption of the State budget.

B. Facility Maintenance Funding Requirements. The Court will comply with the following requirements:

- i. All amounts remitted by the AOC to the Court for Delegated Facility Maintenance Responsibilities and delegated facility management and maintenance plans shall be deposited and recorded by the Court in the Phoenix System using a unique Court Facilities Maintenance Fund. All expenditures by the Court for delegated facility maintenance and delegated facility management and maintenance plans shall be monitored using the unique Court Facilities Maintenance Fund and associated Cost Centers. Facility maintenance and facility plan costs will be monitored separately from facility modifications costs.
- ii. Funds must not be used:

- (a) To contract with an employee of any judicial branch entity on his or her own behalf, as prohibited by rule 10.103 of the California Rules of Court;
- (b) For the construction or rental of facilities;
- (c) For routine replacement of office equipment, furnishings, or technology;
- (d) For any work for which the Court is responsible and is allowable under California Rules of Court 10.810 (d) Function 10 *All Other Court Operations* (to include, but not limited to; janitorial services, vehicle use, acquisition and maintenance of equipment and furnishings including interior painting and replacement/maintenance of flooring, and maintenance of record storage space);
- (e) To pay for automated Court systems that are not recommended by the AOC Information Services Division; or
- (f) To purchase technology related to facility maintenance that will require significant maintenance costs without preapproval by the AOC Information Services Division and Office of Court Construction and Management.

C. Facility Maintenance Advance Installment Process

- i. The AOC's disbursement of payments by installment will be made to the Court, in advance, on a quarterly basis by fiscal year in accordance with Table B1.

Table B-1

Installment Date	Payment Schedule	Installment Amount
October 1, 2012	Quarterly Estimated Payment	\$741,165.67
October 1, 2012	One time Plans Payment	\$52,000.00
Total October 1, 2012 Installment Amount		\$793,165.67
January 1, 2013	Quarterly Estimated Payment	\$741,165.67
April 1, 2013	Quarterly Estimated Payment	\$741,165.67
Total Estimated Payments FY12/13		\$2,275,497.01

- ii. Within thirty (30) days after the end of each quarter, the Court will deliver to the AOC a quarterly invoice itemizing the actual costs the Court paid with respect to delegated maintenance responsibilities and facility plans for the quarterly period. If the Court has not submitted the required quarterly invoice within 60 days after the end of the quarter, the installment amount due to the Court at the next installment date and all successive installments will be withheld until such invoice is submitted.
- iii. The quarterly invoice should report and reconcile costs for facility management and maintenance plans separately from costs for Delegated Facility Maintenance Responsibilities.
- iv. The Court may charge an administrative fee based on the Court employee labor hours charged excluding overtime and shift differential. The Court may elect to charge a ten percent (10%) fee if calculating the fee based on the Court employee's hourly wage or a five percent (5%) fee if based on Court employee's Fully Burdened Labor Rate.

- v. The quarterly invoice, on Court letterhead, shall include, but not be limited to, the following information:
 - (a) Distinct and unique invoice number;
 - (b) Invoice date;
 - (c) IBA number / Identification;
 - (d) Quarterly period;
 - (e) Reconciliation of quarterly installment payment received and actual quarterly costs incurred between CAFM, the Court's payroll system and the Court's financial record;
 - (f) Positive Timesheets for all internal labor hours charged (may be submitted electronically); and
 - (g) CAFM report to include list of all work conducted during period:
 - (i) Service Work Order (SWO) number;
 - (ii) Priority;
 - (iii) Job status;
 - (iv) Work type;
 - (v) Request type;
 - (vi) Contact person;
 - (vii) Facility identification (Building ID);
 - (viii) Work location;
 - (ix) Location in building;
 - (x) Work description;
 - (xi) SWO open date;
 - (xii) SWO close date;
 - (xiii) Funding responsibility (AOC or shared);
 - (xiv) Total actual cost of service paid during invoice period.

- vi. The Court will include copies of invoices marked as "PAID" and the check number issued in payment noted on the document for any of the actual costs shown on the quarterly invoice that are not recorded in CAFM.

- vii. Any disputed charges on the quarterly invoice will be described in detail by the AOC and communicated to the Court in writing. The Court has ten (10) business days to respond to the dispute or provide a revised invoice for the quarterly period. The AOC Program Manager as identified in Exhibit D and the Court will work together to determine the appropriateness of the disputed charges the Court contends are allowable. If they are not able to arrive at a resolution, the matter will be presented to and final determination will be made by AOC Finance Director.

D. Facility Maintenance Advance Clearance Process

- i. Within thirty (30) days after the receipt and acceptance of the invoice for the final quarter of the fiscal year, the Court will return to the AOC any portion of the Agreement Amount that is not expended for the Delegated Facility Maintenance Responsibilities.

2. Facility Modification Work

- A. Facility Modification Funding Requirements. The Court will comply with the following requirements for Facility Modification work:

- i. All Facility Modification projects will be funded and approved in accordance with the *Trial Court Facilities Modifications Policy* as adopted by the Judicial Council on July 27, 2012. A Work Order / Amendment will be issued to add funding for each approved Facility Modification project.
- ii. The cumulative total of all Work Orders / Amendments issued in each fiscal year in the term of the Agreement cannot exceed \$1,000,000 (One Million Dollars).
- iii. Work Order / Amendment schedule with agreed upon date of completion will establish the effective dates of the encumbrance; anticipated completion date cannot be any later than April 30th of the second fiscal year after the encumbrance and invoiced by May 15 of the same year.
- iv. Authorized funding for Facility Modification work will be identified and encumbered in the fiscal year in which the work is started.
- v. Encumbrance of funding for Facility Modification work in the two (2) fiscal years of the term after the initial year is contingent upon funding approval and adoption of a State budget.

B. Facility Modification Invoice Process

- i. Within thirty (30) days after the end of each month that project expenditures are incurred, the Court will deliver to the AOC an invoice itemizing the actual costs the Court paid with respect to Facility Modification Work in the previous monthly period. With their invoice, the Court will include copies of invoices marked as "PAID" and the check number issued in payment noted on the document for any of the actual costs shown on the invoice. Supporting documentation for any costs paid for labor should include employee name, dates and hours worked, work performed, and hourly rate.
- ii. The monthly invoice shall include, but not be limited to, the following information:
 - (a) Distinct invoice number;
 - (b) Invoice date;
 - (c) Period of expenditure;
 - (d) Description of project (from TCFMWG application to include list of all work conducted during period);
 - (e) Facility identification (Building ID);
 - (f) Total actual cost of service paid during invoice period; and
 - (g) Total actual cost of service paid to date
- iii. The Court will record staff labor costs in accordance with Exhibit B.2. and may elect to record external labor, material and/or sub-contractor costs for Facility Modification work in CAFM by Service Work Order and submit a CAFM report to include list of all work conducted during period identified by:
 - (i) Service Work Order (SWO) number;
 - (ii) Facility identification (Building ID);
 - (iii) Work location;
 - (iv) Location in building;
 - (v) Work description;
 - (vi) SWO open date;
 - (vii) SWO close date; and
 - (viii) Total actual cost of service and/or materials paid during month

C. Facility Modification Disbursement Process

- i. AOC will endeavour to pay for all approved invoices from the Court for Facility Modification work within forty-five (45) days of receipt.
- ii. All disbursements of the encumbered funding for Facility Modification work are contingent upon compliance with the terms of this Agreement.

END OF EXHIBIT C

**EXHIBIT D
GENERAL PROVISIONS**

1. Agreement Communication and Administration

- A. The Court's Program Coordinator, who has primary responsibility as the liaison between Court and AOC, and for coordination of activities under this Agreement, is:

Mr. Anthony Palumbo
Court Facilities Manager
Superior Court of California, County of Orange
700 Civic Center Drive West
Santa Ana, CA 92702
(657) 622-7765
apalumbo@occourts.org

- B. The AOC Program Manager is the AOC contact person for all requests and communications about the Delegated Responsibilities.

Ken Kachold
2255 N. Ontario
Suite 200
Burbank, CA 91504-3188
(818) 558-3079
Ken.Kachold@jud.ca.gov

2. Integrated Agreement. This Agreement constitutes a single, integrated contract setting forth the entire Agreement between the AOC and the Court. Any changes to this Agreement resulting from a request by either the Court or the AOC must be preceded by a written description of the proposed changes and mutual agreement by the parties. Changes to this Agreement will be effected by a written amendment signed by the AOC's Business Services Manager and the Court.
3. Fiscal Records and Requirements. The Court will maintain an accounting system and supporting fiscal records in accordance with applicable federal and state requirements, the Judicial Branch Contract Law, and the Trial Court Financial Policies and Procedures Manual.
4. Retention of Records. The Court will maintain all financial records, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law, but in no event less than three (3) years from the date of last payment by the AOC to the Court under this Agreement.
5. Right to Audit. The AOC or its designee may inspect or audit at any reasonable time any records relating to this Agreement.
6. Dispute Resolution Procedures. If a disagreement arises between the parties regarding this Agreement, the parties will attempt to resolve the disagreement at the operating level. If the disagreement remains unresolved, the parties will refer the matter to the Presiding Judge of the Court and the Chief Deputy Director of the AOC for resolution.
7. Signature Authority. The parties signing the Agreement certify that they have proper authorization to do so.

8. Term and Termination.

- A. The term of this Agreement shall be effective on September 17, 2012 and remain in effect through June 30, 2015. The Court shall have the option to renew this Agreement on an annual basis following the initial Term. The Court agrees to notify the AOC Program Manager ninety (90) days prior to the initial expiration date in order to exercise its option to renew the Agreement.
- B. Termination For Convenience: The parties may terminate this Agreement for convenience at any time upon mutual written agreement. Either party may unilaterally terminate this Agreement for convenience, upon a minimum of ninety (90) days' advance written notice to the other party.

END OF EXHIBIT D

**EXHIBIT E
LIST OF DELEGATED FACILITIES**

County	Bldg ID	Building Name	Managing Party	Building Gross (SF)	Responsible (SF)	Exclusive Court Space (SF)
Orange	30-A1	Central Justice Center	AOC	500,180	500,180	322,724
Orange	30-A2	Central Justice Center Annex	County	110,612	7,727	7,727
Orange	30-A3	Central Justice Center, Civil Complex Center	AOC	28,766	28,766	28,766
Orange	30-B1	Betty Lou Lamoreaux Justice Center	AOC	230,706	230,706	127,655
Orange	30-B2	Computer Systems Trailer	County	10,710	5,381	5,381
Orange	30-C1	North Justice Center	AOC	131,843	131,843	89,544
Orange	30-C2	North Justice Center Annex (Square footage included with 30-C1)	AOC	-	-	-
Orange	30-D1	West Justice Center	AOC	113,160	113,160	83,288
Orange	30-E1	Harbor Justice Center-Newport Beach Facility	AOC	110,855	110,855	73,166
Orange	30-G1	Harbor Justice Center-Laguna Hills Facility	Landlord	-	27,630	27,630
Totals:				1,236,832	1,156,248	765,881

Footnotes:

1) 30-H1 - Irvine Storage Facility is a court funded lease. This facility is not covered under this agreement.

2) 30-A5 - Flower Street Parking Lot is not included in this list as responsibility for O&M is delegated to the County.

END OF EXHIBIT E

EXHIBIT F DEFINITIONS

"**ADA**" means the Americans with Disabilities Act.

"**Agreement Amount**" has the meaning set forth on the Intra-branch Agreement Cover Sheet, section 4.

"**AOC**" means the Judicial Council of California, Administrative Office of the Courts.

"**AOC Program Manager**" means the AOC contact person named on Exhibit D, for all requests and communications about the Delegated Responsibilities.

"**Building Automation Systems**" means one or more electronic or mechanical systems that control major building systems, such as HVAC, lighting, etc.

"**Business Day**" means any day that the Court is open and conducting Court business.

"**CAFM or Computer Aided Facilities Management**" means the AOC's computer aided facility management system.

"**County**" means the county in which Court is located; may also refer to that county's government.

"**Court**" means the California Superior or appellate court that is a party to this Agreement.

"**Court's Program Coordinator**" means the Court employee designated by Court who has primary responsibility as the liaison between Court and AOC, and for coordination of activities under this Agreement

"**Delegated Facility Maintenance Responsibilities**" means the maintenance and repair responsibilities delegated by the AOC to the Court pursuant to this Agreement and California Rule of Court 10.182(b)(3).

"**Equipment**" means any item of equipment affixed to the property, for which the AOC has no responsibility to maintain or repair.

"**Emergency**" means a condition that requires immediate action to return a facility to normal operations or a condition that will become immediately critical if not corrected expeditiously.

"**Facility Modification(s)**" means a physical modification to a facility or its components that restores or improves the designed level of function of a facility or facility components as defined in the *Trial Court Facility Modification Policy*.

"**Fixtures**" means any tangible object, furnishing or item of equipment affixed to the property, for which the AOC has no responsibility to maintain or repair.

"**Fully Burdened Labor Rate**" is the cost to the Court for salary paid along with other costs to carry the labor force to include payroll taxes, retirement/pension costs, health/life/AD&D insurances, Worker's Compensation costs, as well as short and long term disability insurances. Accrued vacation time can only be charged when earned and taken in the same fiscal year.

"**HVAC**" means heating, ventilation and air conditioning.

"**Phoenix**" means the California trial court accounting and financial services system, centralized treasury system, trust accounting services, and core business analysis and support that enables the courts to produce a standardized set of monthly, quarterly, and annual financial statements that comply with existing statutes, rules, and regulations.

"Work" means delegated maintenance and repair activities and services performed pursuant to this Agreement.

"Work Order" or **"Work Orders"** refers to a written or electronic document that specifies a task or set of tasks and any special instructions applicable to the performance of those tasks.

END OF EXHIBIT F

JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS
INTRA-BRANCH AGREEMENT COVERSHEET (rev 1-27-09)

AGREEMENT NUMBER 1025514

1. In this intra-branch agreement (the "Agreement"), the term "Court" refers to the **Superior Court in and for the County of San Luis Obispo**, and the term "AOC" refers to the **Judicial Council of California, Administrative Office of the Courts**.

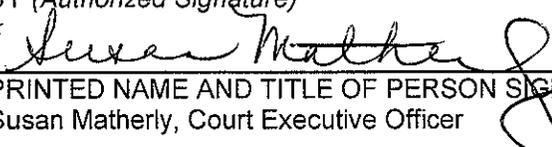
2. This Agreement is effective **September 1, 2012** and expires on **June 30, 2015** as of

3. The title of this Agreement is **AOC-Trial Court Delegation Agreement for Facilities Maintenance (Moderate: All Maintenance and Repair Work Orders and Facilities Modifications <\$15,000)**.

4. The amount awarded under this Agreement (the "Agreement Amount") for the period of September 1, 2012 – June 30, 2013 is **\$94,606.04** for Delegated Facility Maintenance Responsibilities. The Court may be awarded additional funds for facility modification work approved by the Trial Court Facility Modification Working Group in an amount as specified in the approval and not to exceed \$100,000 each fiscal year of the agreement.

5. Amounts awarded under this agreement for the two (2) subsequent fiscal years, July 1, 2013 through June 30, 2014 and July 1, 2014 through June 30, 2015 will be determined no later than April 1st of each year.

6. This Agreement incorporates the terms and conditions set forth on Exhibits A ("Delegated Maintenance and Repair Responsibilities"), B ("Facility Modification Work"), C ("Payment Provisions"), D ("General Provisions"), E ("List of Delegated Facilities"), F ("Definitions") and G ("Preventative Maintenance Schedule").

AOC'S SIGNATURE	COURT'S SIGNATURE
Judicial Council of California, Administrative Office of the Courts	Superior Court of California in and for the County of San Luis Obispo
BY (Authorized Signature) 	BY (Authorized Signature) 
(PRINTED NAME AND TITLE OF PERSON SIGNING) Grant Walker, Senior Manager	(PRINTED NAME AND TITLE OF PERSON SIGNING) Susan Matherly, Court Executive Officer
ADDRESS Attn: Business Services Unit 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS 1035 Palm San Luis Obispo, CA 93408

AOC Internal Use Only							
Fund Title	Program/Category	Item	Chapter	Statute	Fiscal Year	Object of Expenditure	Amount
Court Facilities Trust Fund	35	0250-001 3066	21	2012	2012- 2013	3066-13061221- 0352-40-12	\$94,606.04
Judicial Branch Facility Program							

EXHIBIT A
DELEGATED MAINTENANCE AND REPAIR RESPONSIBILITIES

The California courts occupy space in facilities owned and managed by various parties, including by the AOC on behalf of the Judicial Council. The AOC is responsible for operation and maintenance of court facilities as mandated by Rule of Court 10.182. The AOC is permitted, when appropriate, by subsection (b)(3) of rule 10.182 to delegate its responsibility for operation and maintenance of court facilities to the courts themselves. The AOC and the Court, as the parties to this Agreement, acknowledge that it is to their mutual benefit under rule 10.182 to delegate the AOC's responsibility to the Court, and therefore agree as follows:

1. Delegation of Responsibility for Trial Court Facilities Maintenance and Repair.

- A. Authority to Delegate. California Rules of Court, rule 10.182 ("Operation and maintenance of court facilities") allocates responsibility and decision making for the operation and maintenance of court facilities among the courts and the Administrative Office of the Courts. Subsection (b)(3) of the rule authorizes the AOC to delegate its responsibility, when appropriate, to some or all of the trial courts, as follows:

10.182(b)(3)

The Administrative Office of the Courts may, when appropriate, delegate its responsibilities for ongoing operation and management to the court for some or all of the existing court facilities used by that court. Any delegation of responsibility must ensure that:

- (A) The management of court facilities is consistent with the statewide goals and policies of the judicial branch;*
- (B) Access to all court facilities in California is promoted;*
- (C) Facilities decisions are made with consideration of operational costs and enhance economical, efficient, and effective court operations; and*
- (D) Courts have adequate and sufficient facilities and appropriate resources to undertake these delegated tasks.*

- B. Delegation and Assumption of Responsibility. Subject to the Court's ability to meet the requirements of rule 10.182(b)(3), and to comply with the provisions set forth in this Agreement, the AOC delegates to the Court and the Court accepts delegation to assume responsibility for maintenance and repair of court facilities as set forth in this Agreement.

- C. Facilities. The facilities for which the Court is assuming responsibility are set forth on Exhibit E.

2. Court's Delegated Duties. The general duties and responsibilities of the Court for court facilities maintenance and repair under this Agreement are:

- A. To provide timely, responsive, high quality, cost efficient maintenance and repair services;
- B. To provide all management, supervision, personnel, labor, materials, supplies, tools, vehicles, and equipment, and other items and services necessary to perform the delegated responsibilities;
- C. To plan, schedule, coordinate and be responsible for the efficient, effective, economical, and satisfactory operation of the facilities, scheduled and unscheduled maintenance in the facilities, and repair of equipment and systems located in the facilities within the delegated responsibilities;

- D. To be responsible for regularly assessing the conditions of the buildings and their systems, as well as developing and implementing the building operations and preventive maintenance programs necessary to maintain, preserve, and keep the premises in good repair.
3. Scope of Delegated Work for Maintenance and Repair of Court Facilities. Except for exclusions from the delegation referenced in Section 4 below, the Court assumes responsibility for all maintenance and repair services for all individual Work Orders. By way of example, delegated responsibilities include, but are not limited to:
- A. Lighting related maintenance, repairs, and replacements;
 - B. All electrical work;
 - C. Interior and exterior low voltage (<48V) electrical work, including fire/life safety systems;
 - D. Plumbing;
 - E. Changes to the Building Automation Systems within the ranges approved by the AOC;
 - F. All locksmith services;
 - G. All security system maintenance and repair, including cameras, alarms, access control systems, and physical security items such as gates, barriers, and holding cells;
 - H. Repairs to existing interior finishes and cabinetry; nonstructural walls, partitions, doors, and non-exterior windows; and
 - I. Preventive maintenance actions based on an AOC schedule of services included as Exhibit G.
4. Exclusions from Delegation. The following maintenance and repair services are **excluded** from delegation under this Agreement:
- A. Any work involving the disturbance or removal of asbestos, mold, or lead-based paint without the written pre-approval of the AOC;
 - B. Changes that would have an impact on ADA or other accessibility requirements without written approval by the AOC Facility ADA Coordinator who shall be contacted through the AOC Program Manager;
5. [Intentionally deleted]
6. Conditions of Delegation. In accepting responsibility for ongoing maintenance and repair services for court facilities, the Court agrees to:
- A. Separately monitor and account for all funds received from the AOC and expended by Court for delegated maintenance and repair services;
 - B. Use the funds received under this Agreement solely for delegated maintenance and repair services described herein;
 - C. Maintain records of all costs, activities, and expenses incurred by the Court in performing all delegated maintenance and repair services consistent with best financial and accounting practices and standards to provide full accountability for all costs, activities, and expenditures;
 - D. Provide access to the AOC to all records maintained by the Court under this delegation Agreement;
 - E. Comply with all applicable federal, state, and local laws and regulations, the California Rules of Court, the AOC and Court financial policies; the Judicial Branch Contracting Manual and the Court's local contracting manual; and building codes;

- F. Where the Court is not performing services with its own staff or using another local governmental entity to perform those services, use only qualified contractors possessing all applicable licenses and certifications, and who maintain general liability and workers' compensation insurance in amounts satisfactory to the AOC's Risk Manager;
 - G. Meet and maintain existing court security standards;
 - H. Include warranty provisions in all contracts for goods and services, and complete all necessary documentation to effectuate such warranties;
 - I. Maintain inventory and provide quarterly report for all tools and non-office supplies purchased with facility maintenance funding;
 - J. Create a process to document unsatisfactory performance by staff or contractors;
 - K. Establish change order procedures, complaint escalation procedures, and procedures applicable to contractors who fail to complete work;
 - L. Utilize the AOC's computerized work order management system (CAFM) to record labor and materials costs by Service Work Order with copies of scanned documents to be attached and PHOENIX financial system to record the cost for all materials acquired and work performed under this Agreement, as required by the AOC; and
 - M. Report to the AOC on a quarterly basis for services performed and actual costs paid under this Agreement in accordance with Exhibit C, Section 1.C.
7. Emergency Work. In an emergency where immediate action is required to prevent injury or damage to property, the Court is authorized to perform services as are necessary. If the anticipated cost of repair is reasonably anticipated to exceed the delegated responsibility limit of \$15,000 per work order, the Court shall immediately notify the AOC Program Manager to obtain written approval and determine what actions should be taken.
9. Means of Performing Services. In its discretion, the Court may perform delegated maintenance and repair services using Court employees, contracted local public entity staff, or qualified, licensed contractors. If Court employees are used, the Court will document hours worked and billed to maintenance and repairs services in CAFM by Service Work Order at a Fully Burdened Labor Rate. The total hours worked for the period should match the posting of labor costs in PHOENIX for applicable Court staff.

END OF EXHIBIT A

EXHIBIT B
FACILITY MODIFICATION WORK

1. Delegation of Facilities Modification Work. For any facility modification project, the Court must submit written proposals via CAFM to the AOC Program Manager and the Trial Court Facilities Modification Working Group (TCFMWG) in accordance with the *Trial Court Facility Modifications Policy* as adopted by the Judicial Council on July 27, 2012.
 - A. The Court will be responsible for managing those approved projects which are estimated at \$15,000 (Fifteen Thousand Dollars) or less per project. The AOC Program Manager may delegate authority in writing to the Court to manage Facility Modifications over \$15,000 (Fifteen Thousand Dollars) on a case by case basis.
 - B. The cumulative total of all Work Orders/Amendments issued in each fiscal year in the term of the Agreement cannot exceed \$100,000 (One Hundred Thousand Dollars).
 - C. The cost of approved facility modification projects shall not be paid out of funds provided for facility maintenance under this IBA. Funding for facility modification projects will be added as a written amendment to this agreement.
 - D. Invoicing for Facility Modification work will be separate from invoicing issued for the delegation of maintenance in accordance with Exhibit C, Section 2.B.
2. Means of Performing Services. In its discretion, the Court may perform delegated and approved facility modification projects using Court employees, contracted local public entity staff, or qualified, licensed contractors. If Court employees are used, the Court will document hours worked and billed to approved facility modification projects in CAFM by Service Work Order at a Fully Burdened Labor Rate. The total hours worked for the period should match the posting of labor costs in Phoenix for applicable Court staff.

END OF EXHIBIT B

**EXHIBIT C
PAYMENT PROVISIONS**

1. Delegated Facility Maintenance Responsibilities

A. Facility Maintenance Agreement Amount

- i. The Agreement Amount will not exceed \$94,606.04 (Ninety Four Thousand Six Hundred Six Dollars and Four Cents) for Delegated Facility Maintenance Responsibilities paid by the Court for the first fiscal period of September 1, 2012 through June 30, 2013 of the Agreement. Funding for facility modification projects approved by the TCFMWG will be added as a written addendum to this agreement or in a separate agreement.
- ii. Amounts awarded under this agreement for the two (2) subsequent fiscal years, July 1, 2013 through June 30, 2014 and July 1, 2014 through June 30, 2015 will be determined no later than April 1st of each year.
- iii. The Agreement amount is for facility maintenance for all of the facilities listed in Exhibit E, with no specific amount allocated to any individual building listed.
- iv. The Agreement Amount is to be used exclusively for the delegated maintenance and repair responsibilities paid by the Court during the period, and will not become part of the Court's baseline budget.
- v. The AOC shall have no obligation to provide any further funding in excess of the Agreement Amount, in the applicable fiscal year. Actual costs incurred by the Court in excess of the agreement amount are the sole responsibility of the Court.
- vi. All disbursements of the Agreement Amount are contingent upon compliance with the terms of this Agreement. The AOC may withhold future disbursements for use of the Agreement Amount in payment for activities, services, or materials that do not conform to the requirements of this Agreement.
- vii. All disbursements of the Agreement Amount are contingent upon funding approval and adoption of a State budget. Should the AOC fail to pay any amounts due and owing under this Agreement as a result of the State of California's failure to timely approve and adopt a budget, the AOC shall promptly pay any previously due and unpaid amounts due and owing under the Agreement upon approval and adoption of the State budget.

B. Facility Maintenance Funding Requirements. The Court will comply with the following requirements:

- i. All amounts remitted by the AOC to the Court for Delegated Facility Maintenance Responsibilities shall be deposited and recorded by the Court in the Phoenix System using a unique Court Facilities Maintenance Fund. All expenditures by the Court for delegated facility maintenance shall be monitored using the unique Court Facilities Maintenance Fund and associated Cost Centers. Facility operating costs will be monitored separately from facility modifications costs.
- ii. Funds must not be used:
 - (a) To contract with an employee of any judicial branch entity on his or her own behalf, as prohibited by rule 10.103 of the California Rules of Court;
 - (b) For the construction or rental of facilities;

- (c) For routine replacement of office equipment, furnishings, or technology;
- (d) For any work for which the Court is responsible and is allowable under California Rules of Court 10.810 (d) Function 10 *All Other Court Operations* (to include, but not limited to; janitorial services, vehicle use, acquisition and maintenance of equipment and furnishings including interior painting and replacement/maintenance of flooring, and maintenance of record storage space);
- (e) To pay for automated Court systems that are not recommended by the AOC Information Services Division; or
- (f) To purchase technology related to facility maintenance that will require significant maintenance costs without preapproval by the AOC Information Services Division and Office of Court Construction and Management.

C. Facility Maintenance Advance Installment Process

- i. The AOC's disbursement of equal payments by installment will be made to the Court, in advance, on a quarterly basis by fiscal year in accordance with Table B1.

Table B-1

Installment Date	Payment Schedule	Installment Amount
September 1, 2012	Quarterly Estimated Payment	\$17,201.51
October 1, 2012	Quarterly Estimated Payment	\$25,801.51
January 1, 2013	Quarterly Estimated Payment	\$25,801.51
April 1, 2013	Quarterly Estimated Payment	\$25,801.51
Total Estimated Payments FY12/13		\$94,606.04

- ii. Within thirty (30) days after the end of each quarter, the Court will deliver to the AOC a quarterly invoice itemizing the actual costs the Court paid with respect to delegated responsibilities for the quarterly period. If the Court has not submitted the required quarterly invoice within 60 days after the end of the quarter, the installment amount due to the Court at the next installment date and all successive installments will be withheld until such invoice is submitted.
- iii. The Court may charge an administrative fee based on the Court employee labor hours charged excluding overtime and shift differential. The Court may elect to charge a ten percent (10%) fee if calculating the fee based on the Court employee's hourly wage or a five percent (5%) fee if based on Court employee's Fully Burdened Labor Rate.
- iv. The quarterly invoice, on Court letterhead, shall include, but not be limited to, the following information:
 - (a) Distinct and unique invoice number;
 - (b) Invoice date;
 - (c) IBA number / Identification;
 - (d) Quarterly period;
 - (e) Reconciliation of quarterly installment payment received and actual quarterly costs incurred between CAFM, the Court's payroll system and the Court's financial record;
 - (f) Positive Timesheets for all internal labor hours charged; and

(g) CAFM report to include list of all work conducted during period:

- (i) Service Work Order (SWO) number;
- (ii) Priority;
- (iii) Job status;
- (iv) Work type;
- (v) Request type;
- (vi) Contact person;
- (vii) Facility identification (Building ID);
- (viii) Work location;
- (ix) Location in building;
- (x) Work description;
- (xi) SWO open date;
- (xii) SWO close date;
- (xiii) Funding responsibility (AOC or shared);
- (xiv) Total actual cost of service paid during invoice period.

v. The Court will include copies of invoices marked as "PAID" and the check number issued in payment noted on the document for any of the actual costs shown on the quarterly invoice that are not recorded in CAFM.

vi. Any disputed charges on the quarterly invoice will be described in detail by the AOC and communicated to the Court in writing. The Court has ten (10) business days to respond to the dispute or provide a revised invoice for the quarterly period. The AOC Program Manager as identified in Exhibit D and the Court will work together to determine the appropriateness of the disputed charges the Court contends are allowable. If they are not able to arrive at a resolution, the matter will be presented to and final determination will be made by AOC Finance Director.

D. Facility Maintenance Advance Clearance Process

i. Within thirty (30) days after the receipt and acceptance of the invoice for the final quarter of the fiscal year, the Court will return to the AOC any portion of the Agreement Amount that is not expended for the Delegated Facility Maintenance Responsibilities.

2. Facility Modification Work

A. Facility Modification Funding Requirements. The Court will comply with the following requirements for Facility Modification work:

- i. All Facility Modification projects will be funded and approved in accordance with the *Trial Court Facilities Modifications Policy* as adopted by the Judicial Council on July 27, 2012. A Work Order / Amendment will be issued to add funding for each approved Facility Modification project.
- ii. The cumulative total of all Work Orders / Amendments issued in each fiscal year in the term of the Agreement cannot exceed \$100,000 (One Hundred Thousand Dollars).
- iii. Work Order / Amendment schedule with agreed upon date of completion will establish the effective dates of the encumbrance; anticipated completion date cannot be any later than April 30th of the second fiscal year after the encumbrance and invoiced by May 15 of the same year.
- iv. Authorized funding for Facility Modification work will be identified and encumbered in the fiscal year in which the work is started.

- v. Encumbrance of funding for Facility Modification work in the two (2) fiscal years of the term after the initial year is contingent upon funding approval and adoption of a State budget.

B. Facility Modification Invoice Process

- i. Within thirty (30) days after the end of each month that project expenditures are incurred, the Court will deliver to the AOC an invoice itemizing the actual costs the Court paid with respect to Facility Modification Work in the previous monthly period. With their invoice, the Court will include copies of invoices marked as "PAID" and the check number issued in payment noted on the document for any of the actual costs shown on the invoice. Supporting documentation for any costs paid for labor should include employee name, dates and hours worked, work performed, and hourly rate.
- ii. The monthly invoice shall include, but not be limited to, the following information:
 - (a) Distinct invoice number;
 - (b) Invoice date;
 - (c) Period of expenditure;
 - (d) Description of project (from TCFMWG application to include list of all work conducted during period);
 - (e) Facility identification (Building ID);
 - (f) Total actual cost of service paid during invoice period; and
 - (g) Total actual cost of service paid to date
- iii. The Court will record staff labor costs in accordance with Exhibit B.2. and may elect to record external labor, material and/or sub-contractor costs for Facility Modification work in CAFM by Service Work Order and submit a CAFM report to include list of all work conducted during period identified by:
 - (i) Service Work Order (SWO) number;
 - (ii) Facility identification (Building ID);
 - (iii) Work location;
 - (iv) Location in building;
 - (v) Work description;
 - (vi) SWO open date;
 - (vii) SWO close date; and
 - (viii) Total actual cost of service and/or materials paid during month

C. Facility Modification Disbursement Process

- i. AOC will endeavour to pay for all approved invoices from the Court for Facility Modification work within forty-five (45) days of receipt.
- ii. All disbursements of the encumbered funding for Facility Modification work are contingent upon compliance with the terms of this Agreement.

END OF EXHIBIT C

**EXHIBIT D
GENERAL PROVISIONS**

1. Agreement Communication and Administration

- A. The Court's Program Coordinator, who has primary responsibility as the liaison between Court and AOC, and for coordination of activities under this Agreement, is:

Timothy Roberts
Superior Court of California, County of San Luis Obispo
1035 Palm
San Luis Obispo, CA 93408
Phone: 805-781-2109
Email: timothy.roberts@slo.courts.ca.gov

- B. The AOC Program Manager is the AOC contact person for all requests and communications about the Delegated Responsibilities.

Ken Kachold
2255 N. Ontario
Suite 200
Burbank, CA 91504-3188
(818) 558-3079
Ken.Kachold@jud.ca.gov

2. Integrated Agreement. This Agreement constitutes a single, integrated contract setting forth the entire Agreement between the AOC and the Court. Any changes to this Agreement resulting from a request by either the Court or the AOC must be preceded by a written description of the proposed changes and mutual agreement by the parties. Changes to this Agreement will be effected by a written amendment signed by the AOC's Business Services Manager and the Court.
3. Fiscal Records and Requirements. The Court will maintain an accounting system and supporting fiscal records in accordance with applicable federal and state requirements, the Judicial Branch Contract Law, and the Trial Court Financial Policies and Procedures Manual.
4. Retention of Records. The Court will maintain all financial records, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law, but in no event less than three (3) years from the date of last payment by the AOC to the Court under this Agreement.
5. Right to Audit. The AOC or its designee may inspect or audit at any reasonable time any records relating to this Agreement.
6. Dispute Resolution Procedures. If a disagreement arises between the parties regarding this Agreement, the parties will attempt to resolve the disagreement at the operating level. If the disagreement remains unresolved, the parties will refer the matter to the Presiding Judge of the Court and the Chief Deputy Director of the AOC for resolution.
7. Signature Authority. The parties signing the Agreement certify that they have proper authorization to do so.

8. Term and Termination.

- A. The term of this Agreement shall be effective on September 1, 2012 and remain in effect through June 30, 2015. The Court shall have the option to renew this Agreement on an annual basis following the initial Term. The Court agrees to notify the AOC Program Manager ninety (90) days prior to the initial expiration date in order to exercise its option to renew the Agreement.
- B. Termination For Convenience: The parties may terminate this Agreement for convenience at any time upon mutual written agreement. Either party may unilaterally terminate this Agreement for convenience, upon a minimum of ninety (90) days' advance written notice to the other party.

END OF EXHIBIT D

**EXHIBIT E
LIST OF DELEGATED FACILITIES**

County	Bldg ID	Building Name	Managing Party	Building Gross (SF)	Responsible (SF)	Exclusive Court Space (SF)
San Luis Obispo	40-A1	Courthouse Annex	County	112,000	40,867	40,867
San Luis Obispo	40-E1	Grover Beach Branch	AOC	5,153	5,153	5,153
San Luis Obispo	40-F1	1120 Mill St.	Landlord		6,210	6,210
San Luis Obispo	40-H1	1070 Palm St.	AOC	2,528	2,528	2,528
San Luis Obispo	40-J1	Paso Robles Courthouse	AOC	22,300	22,300	22,300
Totals:				141,981	77,058	77,058

Footnotes:

1) 40-B1 - Veterans Memorial Building, 40-C1 - Juvenile Services Center, 40-G1 - Records Storage, and 40-I1 - Camp Storage transferred to the Judicial Council under limited-use agreements. Facility maintenance has been delegated back to the County. These facilities are not covered under this agreement.

END OF EXHIBIT E

EXHIBIT F DEFINITIONS

"**ADA**" means the Americans with Disabilities Act.

"**Agreement Amount**" has the meaning set forth on the Intra-branch Agreement Cover Sheet, section 4.

"**AOC**" means the Judicial Council of California, Administrative Office of the Courts.

"**AOC Program Manager**" means the AOC contact person named on Exhibit D, for all requests and communications about the Delegated Responsibilities.

"**Building Automation Systems**" means one or more electronic or mechanical systems that control major building systems, such as HVAC, lighting, etc.

"**Business Day**" means any day that the Court is open and conducting Court business.

"**CAFM or Computer Aided Facilities Management**" means the AOC's computer aided facility management system.

"**County**" means the county in which Court is located; may also refer to that county's government.

"**Court**" means the California Superior or appellate court that is a party to this Agreement.

"**Court's Program Coordinator**" means the Court employee designated by Court who has primary responsibility as the liaison between Court and AOC, and for coordination of activities under this Agreement

"**Delegated Facility Maintenance Responsibilities**" means the maintenance and repair responsibilities delegated by the AOC to the Court pursuant to this Agreement and California Rule of Court 10.182(b)(3).

"**Equipment**" means any item of equipment affixed to the property, for which the AOC has no responsibility to maintain or repair.

"**Emergency**" means a condition that requires immediate action to return a facility to normal operations or a condition that will become immediately critical if not corrected expeditiously.

"**Facility Modification(s)**" means a physical modification to a facility or its components that restores or improves the designed level of function of a facility or facility components as defined in the *Trial Court Facility Modification Policy*.

"**Fixtures**" means any tangible object, furnishing or item of equipment affixed to the property, for which the AOC has no responsibility to maintain or repair.

"**Fully Burdened Labor Rate**" is the cost to the Court for salary paid along with other costs to carry the labor force to include payroll taxes, retirement/pension costs, health/life/AD&D insurances, Worker's Compensation costs, as well as short and long term disability insurances. Accrued vacation time can only be charged when earned and taken in the same fiscal year.

"**HVAC**" means heating, ventilation and air conditioning.

"**Phoenix**" means the California trial court accounting and financial services system, centralized treasury system, trust accounting services, and core business analysis and support that enables the courts to produce a standardized set of monthly, quarterly, and annual financial statements that comply with existing statutes, rules, and regulations.

“Work” means delegated maintenance and repair activities and services performed pursuant to this Agreement.

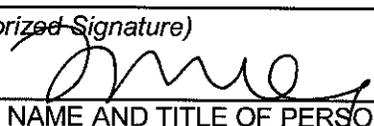
“Work Order” or **“Work Orders”** refers to a written or electronic document that specifies a task or set of tasks and any special instructions applicable to the performance of those tasks.

END OF EXHIBIT F

JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS
INTRA-BRANCH AGREEMENT COVERSHEET (rev 1-27-09)

AGREEMENT NUMBER
 1025515

1. In this intra-branch agreement (the "Agreement"), the term "Court" refers to the **Superior Court in and for the County of Riverside**, and the term "AOC" refers to the **Judicial Council of California, Administrative Office of the Courts**.
2. This Agreement is effective **October 1, 2012** and expires on **June 30, 2015** as of
3. The title of this Agreement is **AOC-Trial Court Delegation Agreement for Facilities Maintenance (Moderate: All Maintenance and Repair Work Orders and Facilities Modifications <\$15,000)**.
4. The amount awarded under this Agreement (the "Agreement Amount") for the period of October 1, 2012 – June 30, 2013 is **\$1,405,981.76** for Delegated Facility Maintenance Responsibilities. The Court may be awarded additional funds for facility modification work approved by the Trial Court Facility Modification Working Group in an amount as specified in the approval and not to exceed \$500,000 each fiscal year of the agreement.
5. Amounts awarded under this agreement for the two (2) subsequent fiscal years, July 1, 2013 through June 30, 2014 and July 1, 2014 through June 30, 2015 will be determined no later than April 1st of each year.
6. This Agreement incorporates the terms and conditions set forth on Exhibits A ("Delegated Maintenance and Repair Responsibilities"), B ("Facility Modification Work"), C ("Payment Provisions"), D ("General Provisions"), E ("List of Delegated Facilities"), and F ("Definitions")

AOC'S SIGNATURE	COURT'S SIGNATURE
Judicial Council of California, Administrative Office of the Courts	Superior Court of California in and for the County of Riverside
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Grant Walker, Senior Manager	PRINTED NAME AND TITLE OF PERSON SIGNING Sherri Carter, Court Executive Officer
ADDRESS Attn: Business Services Unit 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS Superior Court of California, County of Riverside PO Box 1547 Riverside, CA 92502

AOC Internal Use Only							
Fund Title	Program / Category	Item	Chapter	Statute	Fiscal Year	Object of Expenditure	Amount
Court Facilities Trust Fund	35 Judicial Branch Facility Program	0250-001-3066	21	2012	2012-2013	3066-13061221-0352-33-12	\$1,405,981.76

EXHIBIT A
DELEGATED MAINTENANCE AND REPAIR RESPONSIBILITIES

The California courts occupy space in facilities owned and managed by various parties, including by the AOC on behalf of the Judicial Council. The AOC is responsible for operation and maintenance of court facilities as mandated by Rule of Court 10.182. The AOC is permitted, when appropriate, by subsection (b)(3) of rule 10.182 to delegate its responsibility for operation and maintenance of court facilities to the courts themselves. The AOC and the Court, as the parties to this Agreement, acknowledge that it is to their mutual benefit under rule 10.182 to delegate the AOC's responsibility to the Court, and therefore agree as follows:

1. Delegation of Responsibility for Trial Court Facilities Maintenance and Repair.

- A. Authority to Delegate. California Rules of Court, rule 10.182 ("Operation and maintenance of court facilities") allocates responsibility and decision making for the operation and maintenance of court facilities among the courts and the Administrative Office of the Courts. Subsection (b)(3) of the rule authorizes the AOC to delegate its responsibility, when appropriate, to some or all of the trial courts, as follows:

10.182(b)(3)

The Administrative Office of the Courts may, when appropriate, delegate its responsibilities for ongoing operation and management to the court for some or all of the existing court facilities used by that court. Any delegation of responsibility must ensure that:

- (A) The management of court facilities is consistent with the statewide goals and policies of the judicial branch;*
- (B) Access to all court facilities in California is promoted;*
- (C) Facilities decisions are made with consideration of operational costs and enhance economical, efficient, and effective court operations; and*
- (D) Courts have adequate and sufficient facilities and appropriate resources to undertake these delegated tasks.*

- B. Delegation and Assumption of Responsibility. Subject to the Court's ability to meet the requirements of rule 10.182(b)(3), and to comply with the provisions set forth in this Agreement, the AOC delegates to the Court and the Court accepts delegation to assume responsibility for maintenance and repair of court facilities as set forth in this Agreement.

- C. Facilities. The facilities for which the Court is assuming responsibility are set forth on Exhibit E.

2. Court's Delegated Duties. The general duties and responsibilities of the Court for court facilities maintenance and repair under this Agreement are:

- A. To provide timely, responsive, high quality, cost efficient maintenance and repair services;
- B. To provide all management, supervision, personnel, labor, materials, supplies, tools, vehicles, and equipment, and other items and services necessary to perform the delegated responsibilities;
- C. To plan, schedule, coordinate and be responsible for the efficient, effective, economical, and satisfactory operation of the facilities, scheduled and unscheduled maintenance in the facilities, and repair of equipment and systems located in the facilities within the delegated responsibilities;

- D. To be responsible for regularly assessing the conditions of the buildings and their systems, as well as developing and implementing the building operations and preventive maintenance programs necessary to maintain, preserve, and keep the premises in good repair.
3. Scope of Delegated Work for Maintenance and Repair of Court Facilities. Except for exclusions from the delegation referenced in Section 4 below, the Court assumes responsibility for all maintenance and repair services for all individual Work Orders. By way of example, delegated responsibilities include, but are not limited to:
- A. Lighting related maintenance, repairs, and replacements;
 - B. All electrical work;
 - C. Interior and exterior low voltage (<48V) electrical work, including fire/life safety systems;
 - D. Plumbing;
 - E. Changes to the Building Automation Systems within the ranges approved by the AOC;
 - F. All locksmith services;
 - G. All security system maintenance and repair, including cameras, alarms, access control systems, and physical security items such as gates, barriers, and holding cells;
 - H. Repairs to existing interior finishes and cabinetry; nonstructural walls, partitions, doors, and non-exterior windows; and
 - I. Preventive maintenance actions based on an AOC schedule of services included as Exhibit G. Electronic copy of the schedule is available to the Court upon request.
4. Exclusions from Delegation. The following maintenance and repair services are **excluded** from delegation under this Agreement:
- A. Any work involving the disturbance or removal of asbestos, mold, or lead-based paint without the written pre-approval of the AOC;
 - B. Changes that would have an impact on ADA or other accessibility requirements without written approval by the AOC Facility ADA Coordinator who shall be contacted through the AOC Program Manager;
5. [Intentionally deleted]
6. Conditions of Delegation. In accepting responsibility for ongoing maintenance and repair services for court facilities, the Court agrees to:
- A. Separately monitor and account for all funds received from the AOC and expended by Court for delegated maintenance and repair services;
 - B. Use the funds received under this Agreement solely for delegated maintenance and repair services described herein;
 - C. Maintain records of all costs, activities, and expenses incurred by the Court in performing all delegated maintenance and repair services consistent with best financial and accounting practices and standards to provide full accountability for all costs, activities, and expenditures;
 - D. Provide access to the AOC to all records maintained by the Court under this delegation Agreement;
 - E. Comply with all applicable federal, state, and local laws and regulations, the California Rules of Court, the AOC and Court financial policies; the Judicial Branch Contracting Manual and the Court's local contracting manual; and building codes;

- F. Where the Court is not performing services with its own staff or using another local governmental entity to perform those services, use only qualified contractors possessing all applicable licenses and certifications, and who maintain general liability and workers' compensation insurance in amounts satisfactory to the AOC's Risk Manager;
 - G. Meet and maintain existing court security standards;
 - H. Include warranty provisions in all contracts for goods and services, and complete all necessary documentation to effectuate such warranties;
 - I. Maintain inventory and provide quarterly report for all tools and non-office supplies purchased with facility maintenance funding;
 - J. Create a process to document unsatisfactory performance by staff or contractors;
 - K. Establish change order procedures, complaint escalation procedures, and procedures applicable to contractors who fail to complete work;
 - L. Utilize the AOC's computerized work order management system (CAFM) to record labor and materials costs by Service Work Order with copies of scanned documents to be attached and PHOENIX financial system to record the cost for all materials acquired and work performed under this Agreement, as required by the AOC; and
 - M. Report to the AOC on a quarterly basis for services performed and actual costs paid under this Agreement in accordance with Exhibit C, Section 1.C.
7. Emergency Work. In an emergency where immediate action is required to prevent injury or damage to property, the Court is authorized to perform services as are necessary. If the anticipated cost of repair is reasonably anticipated to exceed the delegated responsibility limit of \$15,000 per work order, the Court shall immediately notify the AOC Program Manager to obtain written approval and determine what actions should be taken.
8. Means of Performing Services. In its discretion, the Court may perform delegated maintenance and repair services using Court employees, contracted local public entity staff, or qualified, licensed contractors. If Court employees are used, the Court will document hours worked and billed to maintenance and repairs services in CAFM by Service Work Order at a Fully Burdened Labor Rate. The total hours worked for the period should match the posting of labor costs in PHOENIX for applicable Court staff.

END OF EXHIBIT A

EXHIBIT B
FACILITY MODIFICATION WORK

1. Delegation of Facilities Modification Work. For any facility modification project, the Court must submit written proposals via CAFM to the AOC Program Manager and the Trial Court Facilities Modification Working Group (TCFMWG) in accordance with the *Trial Court Facility Modifications Policy* as adopted by the Judicial Council on July 27, 2012.
 - A. The Court will be responsible for managing those approved projects which are estimated at \$15,000 (Fifteen Thousand Dollars) or less per project. The AOC Program Manager may delegate authority in writing to the Court to manage Facility Modifications over \$15,000 (Fifteen Thousand Dollars) on a case by case basis.
 - B. The cumulative total of all Work Orders/Amendments issued in each fiscal year in the term of the Agreement cannot exceed \$500,000 (Five Hundred Thousand Dollars).
 - C. The cost of approved facility modification projects shall not be paid out of funds provided for facility maintenance under this IBA. Funding for facility modification projects will be added as a written amendment to this agreement.
 - D. Invoicing for Facility Modification work will be separate from invoicing issued for the delegation of maintenance in accordance with Exhibit C, Section 2.B.
2. Means of Performing Services. In its discretion, the Court may perform delegated and approved facility modification projects using Court employees, contracted local public entity staff, or qualified, licensed contractors. If Court employees are used, the Court will document hours worked and billed to approved facility modification projects in CAFM by Service Work Order at a Fully Burdened Labor Rate. The total hours worked for the period should match the posting of labor costs in Phoenix for applicable Court staff.

END OF EXHIBIT B

**EXHIBIT C
PAYMENT PROVISIONS**

1. Delegated Facility Maintenance Responsibilities

A. Facility Maintenance Agreement Amount

- i. The Agreement Amount will not exceed \$1,405,981.76 (One Million Four Hundred Five Thousand Nine Hundred Eighty One Dollars and Seventy Six Cents) for Delegated Facility Maintenance Responsibilities paid by the Court for the first fiscal period of October 1, 2012 through June 30, 2013 of the Agreement. Funding for facility modification projects approved by the TCFMWG will be added as a written addendum to this agreement or in a separate agreement.
- ii. Amounts awarded under this agreement for the two (2) subsequent fiscal years, July 1, 2013 through June 30, 2014 and July 1, 2014 through June 30, 2015 will be determined no later than April 1st of each year.
- iii. The Agreement amount is for facility maintenance for all of the facilities listed in Exhibit E with no specific amount allocated to any individual building listed.
- iv. The Agreement Amount is to be used exclusively for the delegated maintenance and repair responsibilities paid by the Court during the period, and will not become part of the Court's baseline budget.
- v. The AOC shall have no obligation to provide any further funding in excess of the Agreement Amount, in the applicable fiscal year. Actual costs incurred by the Court in excess of the agreement amount are the sole responsibility of the Court.
- vi. All disbursements of the Agreement Amount are contingent upon compliance with the terms of this Agreement. The AOC may withhold future disbursements for use of the Agreement Amount in payment for activities, services, or materials that do not conform to the requirements of this Agreement.
- vii. All disbursements of the Agreement Amount are contingent upon funding approval and adoption of a State budget. Should the AOC fail to pay any amounts due and owing under this Agreement as a result of the State of California's failure to timely approve and adopt a budget, the AOC shall promptly pay any previously due and unpaid amounts due and owing under the Agreement upon approval and adoption of the State budget.

B. Facility Maintenance Funding Requirements. The Court will comply with the following requirements:

- i. All amounts remitted by the AOC to the Court for Delegated Facility Maintenance Responsibilities shall be deposited and recorded by the Court in the Phoenix System using a unique Court Facilities Maintenance Fund. All expenditures by the Court for delegated facility maintenance shall be monitored using the unique Court Facilities Maintenance Fund and associated Cost Centers. Facility operating costs will be monitored separately from facility modifications costs.
- ii. Funds must not be used:
 - (a) To contract with an employee of any judicial branch entity on his or her own behalf, as prohibited by rule 10.103 of the California Rules of Court;

- (b) For the construction or rental of facilities;
- (c) For routine replacement of office equipment, furnishings, or technology;
- (d) For any work for which the Court is responsible and is allowable under California Rules of Court 10.810 (d) Function 10 *All Other Court Operations* (to include, but not limited to; janitorial services, vehicle use, acquisition and maintenance of equipment and furnishings including interior painting and replacement/maintenance of flooring, and maintenance of record storage space);
- (e) To pay for automated Court systems that are not recommended by the AOC Information Services Division; or
- (f) To purchase technology related to facility maintenance that will require significant maintenance costs without preapproval by the AOC Information Services Division and Office of Court Construction and Management.

C. Facility Maintenance Advance Installment Process

- i. The AOC's disbursement of payments by installment will be made to the Court, in advance, on a quarterly basis by fiscal year in accordance with Table B1.

Table B-1

Installment Date	Payment Schedule	Installment Amount
October 1, 2012	Quarterly Estimated Payment	\$562,392.70
January 1, 2013	Quarterly Estimated Payment	\$421,794.53
April 1, 2013	Quarterly Estimated Payment	\$421,794.53
Total Estimated Payments FY12/13		\$1,405,981.76

- ii. Within thirty (30) days after the end of each quarter, the Court will deliver to the AOC a quarterly invoice itemizing the actual costs the Court paid with respect to delegated responsibilities for the quarterly period. If the Court has not submitted the required quarterly invoice within 60 days after the end of the quarter, the installment amount due to the Court at the next installment date and all successive installments will be withheld until such invoice is submitted.
- iii. The Court may charge an administrative fee based on the Court employee labor hours charged excluding overtime and shift differential. The Court may elect to charge a ten percent (10%) fee if calculating the fee based on the Court employee's hourly wage or a five percent (5%) fee if based on Court employee's Fully Burdened Labor Rate.
- iv. The quarterly invoice, on Court letterhead, shall include, but not be limited to, the following information:
 - (a) Distinct and unique invoice number;
 - (b) Invoice date;
 - (c) IBA number / Identification;
 - (d) Quarterly period;
 - (e) Reconciliation of quarterly installment payment received and actual quarterly costs incurred between CAFM, the Court's payroll system and the Court's financial record;
 - (f) Positive Timesheets for all internal labor hours charged; and

(g) CAFM report to include list of all work conducted during period:

- (i) Service Work Order (SWO) number;
- (ii) Priority;
- (iii) Job status;
- (iv) Work type;
- (v) Request type;
- (vi) Contact person;
- (vii) Facility identification (Building ID);
- (viii) Work location;
- (ix) Location in building;
- (x) Work description;
- (xi) SWO open date;
- (xii) SWO close date;
- (xiii) Funding responsibility (AOC or shared);
- (xiv) Total actual cost of service paid during invoice period.

- v. The Court will include copies of invoices marked as "PAID" and the check number issued in payment noted on the document for any of the actual costs shown on the quarterly invoice that are not recorded in CAFM.
- vi. Any disputed charges on the quarterly invoice will be described in detail by the AOC and communicated to the Court in writing. The Court has ten (10) business days to respond to the dispute or provide a revised invoice for the quarterly period. The AOC Program Manager as identified in Exhibit D and the Court will work together to determine the appropriateness of the disputed charges the Court contends are allowable. If they are not able to arrive at a resolution, the matter will be presented to and final determination will be made by AOC Finance Director.

D. Facility Maintenance Advance Clearance Process

- i. Within thirty (30) days after the receipt and acceptance of the invoice for the final quarter of the fiscal year, the Court will return to the AOC any portion of the Agreement Amount that is not expended for the Delegated Facility Maintenance Responsibilities.

2. Facility Modification Work

A. Facility Modification Funding Requirements. The Court will comply with the following requirements for Facility Modification work:

- i. All Facility Modification projects will be funded and approved in accordance with the *Trial Court Facilities Modifications Policy* as adopted by the Judicial Council on July 27, 2012. A Work Order / Amendment will be issued to add funding for each approved Facility Modification project.
- ii. The cumulative total of all Work Orders / Amendments issued in each fiscal year in the term of the Agreement cannot exceed \$500,000 (Five Hundred Thousand Dollars).
- iii. Work Order / Amendment schedule with agreed upon date of completion will establish the effective dates of the encumbrance; anticipated completion date cannot be any later than April 30th of the second fiscal year after the encumbrance and invoiced by May 15 of the same year.
- iv. Authorized funding for Facility Modification work will be identified and encumbered in the fiscal year in which the work is started.

- v. Encumbrance of funding for Facility Modification work in the two (2) fiscal years of the term after the initial year is contingent upon funding approval and adoption of a State budget.

B. Facility Modification Invoice Process

- i. Within thirty (30) days after the end of each month that project expenditures are incurred, the Court will deliver to the AOC an invoice itemizing the actual costs the Court paid with respect to Facility Modification Work in the previous monthly period. With their invoice, the Court will include copies of invoices marked as "PAID" and the check number issued in payment noted on the document for any of the actual costs shown on the invoice. Supporting documentation for any costs paid for labor should include employee name, dates and hours worked, work performed, and hourly rate.
- ii. The monthly invoice shall include, but not be limited to, the following information:
 - (a) Distinct invoice number;
 - (b) Invoice date;
 - (c) Period of expenditure;
 - (d) Description of project (from TCFMWG application to include list of all work conducted during period);
 - (e) Facility identification (Building ID);
 - (f) Total actual cost of service paid during invoice period; and
 - (g) Total actual cost of service paid to date
- iii. The Court will record staff labor costs in accordance with Exhibit B.2. and may elect to record external labor, material and/or sub-contractor costs for Facility Modification work in CAFM by Service Work Order and submit a CAFM report to include list of all work conducted during period identified by:
 - (i) Service Work Order (SWO) number;
 - (ii) Facility identification (Building ID);
 - (iii) Work location;
 - (iv) Location in building;
 - (v) Work description;
 - (vi) SWO open date;
 - (vii) SWO close date; and
 - (viii) Total actual cost of service and/or materials paid during month

C. Facility Modification Disbursement Process

- i. AOC will endeavour to pay for all approved invoices from the Court for Facility Modification work within forty-five (45) days of receipt.
- ii. All disbursements of the encumbered funding for Facility Modification work are contingent upon compliance with the terms of this Agreement.

END OF EXHIBIT C

**EXHIBIT D
GENERAL PROVISIONS**

1. Agreement Communication and Administration

- A. The Court's Program Coordinators, who have primary responsibility as the liaisons between Court and AOC, and for coordination of activities under this Agreement, is:

Chris Talbot
Superior Courts of California, County of Riverside
Deputy Facilities Development Officer
4050 Main Street
Riverside, CA 92501
Phone Office: (951) 777-3113
Phone Mobile: (951) 295-7010
Fax: (951)777-3164
chris.talbot@riverside.courts.ca.gov and

David Aldana
Superior Courts of California, County of Riverside
Facilities Manager
4050 Main Street
Riverside, CA 92501
Phone Office: (951) 777-3210
Phone Mobile: (951) 203-2259
David.aldana@riverside.courts.ca.gov

- B. The AOC Program Manager is the AOC contact person for all requests and communications about the Delegated Responsibilities.

Ken Kachold
2255 N. Ontario
Suite 200
Burbank, CA 91504-3188
(818) 558-3079
Ken.Kachold@jud.ca.gov

2. Integrated Agreement. This Agreement constitutes a single, integrated contract setting forth the entire Agreement between the AOC and the Court. Any changes to this Agreement resulting from a request by either the Court or the AOC must be preceded by a written description of the proposed changes and mutual agreement by the parties. Changes to this Agreement will be effected by a written amendment signed by the AOC's Business Services Manager and the Court.
3. Fiscal Records and Requirements. The Court will maintain an accounting system and supporting fiscal records in accordance with applicable federal and state requirements, the Judicial Branch Contract Law, and the Trial Court Financial Policies and Procedures Manual.
4. Retention of Records. The Court will maintain all financial records, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law, but in no event less than three (3) years from the date of last payment by the AOC to the Court under this Agreement.
5. Right to Audit. The AOC or its designee may inspect or audit at any reasonable time any records relating to this Agreement.

6. Dispute Resolution Procedures. If a disagreement arises between the parties regarding this Agreement, the parties will attempt to resolve the disagreement at the operating level. If the disagreement remains unresolved, the parties will refer the matter to the Presiding Judge of the Court and the Chief Deputy Director of the AOC for resolution.
7. Signature Authority. The parties signing the Agreement certify that they have proper authorization to do so.
8. Term and Termination.
 - A. The term of this Agreement shall be effective on October 1 2012 and remain in effect through June 30, 2015. The Court shall have the option to renew this Agreement on an annual basis following the initial Term. The Court agrees to notify the AOC Program Manager ninety (90) days prior to the initial expiration date in order to exercise its option to renew the Agreement.
 - B. Termination For Convenience: The parties may terminate this Agreement for convenience at any time upon mutual written agreement. Either party may unilaterally terminate this Agreement for convenience, upon a minimum of ninety (90) days' advance written notice to the other party.

END OF EXHIBIT D

**EXHIBIT E
LIST OF DELEGATED FACILITIES**

County	Bldg ID	Building Name	Managing Party	Building Gross (SF)	Responsible (SF)	Exclusive Court Space (SF)
Riverside	33-A1	Family Law Court	AOC	75,640	75,640	75,640
Riverside	33-A3	Hall of Justice	AOC	167,386	167,386	167,386
Riverside	33-C1	Larson Justice Center	AOC	152,990	152,990	123,635
Riverside	33-C2	Annex Justice Center (Indio)	County	40,715	23,252	23,252
Riverside	33-C3	Indio Juvenile Court	County	15,303	15,303	15,303
Riverside	33-C4	Indio County Administrative Center (Square footage included with 33-C2)	County	-	-	-
Riverside	33-D1	Blythe Courthouse - Superior Court	AOC	11,016	11,016	11,016
Riverside	33-E1	Palm Springs Courts	County	51,020	15,878	15,878
Riverside	33-F1	Hemet	AOC	26,511	26,511	26,511
Riverside	33-G1	Banning	AOC	34,176	34,176	16,328
Riverside	33-G2	Banning (FSB), (Square footage included with 33-G1)	AOC	-	-	-
Riverside	33-H1	Temecula	County	10,987	8,899	8,899
Riverside	33-I1	Moreno Valley	Landlord	-	16,872	16,872
Riverside	33-J1	Corona	County	47,068	20,517	20,517
Riverside	33-M1	Southwest Justice Center	AOC	191,032	191,032	129,614
Riverside	33-N1	Riverside Juvenile Court	AOC	38,309	38,309	14,400
Riverside	33-N2	Riverside Juvenile Justice Trailers (Square footage included with 33-N1)	AOC	-	-	-
Riverside	33-N3	Riverside Juvenile Justice Trailers (Square footage included with 33-N1)	AOC	-	-	-
Totals:				862,153	797,781	665,251

Footnotes:

- 1) 33-A11 - 3744 Tenth Street and 33-O1 - 3535 Tenth Street are court funded leases. These facilities are not covered under this agreement.
- 2) 33-A10 - Simons Building and 33-A5 - Bar Association transferred to the Judicial Council under limited-use agreements. Facility maintenance has been delegated back to the County. These facilities are not covered under this agreement.
- 3) 33-A2 - 1903/1933 Courthouse transferred as a Historic Facility. The County will continue to be responsible for maintaining this facility. This facility is not covered under this agreement.

END OF EXHIBIT E

EXHIBIT F DEFINITIONS

“**ADA**” means the Americans with Disabilities Act.

“**Agreement Amount**” has the meaning set forth on the Intra-branch Agreement Cover Sheet, section 4.

“**AOC**” means the Judicial Council of California, Administrative Office of the Courts.

“**AOC Program Manager**” means the AOC contact person named on Exhibit D, for all requests and communications about the Delegated Responsibilities.

“**Building Automation Systems**” means one or more electronic or mechanical systems that control major building systems, such as HVAC, lighting, etc.

“**Business Day**” means any day that the Court is open and conducting Court business.

“**CAFM or Computer Aided Facilities Management**” means the AOC’s computer aided facility management system.

“**County**” means the county in which Court is located; may also refer to that county’s government.

“**Court**” means the California Superior or appellate court that is a party to this Agreement.

“**Court’s Program Coordinator**” means the Court employee designated by Court who has primary responsibility as the liaison between Court and AOC, and for coordination of activities under this Agreement

“**Delegated Facility Maintenance Responsibilities**” means the maintenance and repair responsibilities delegated by the AOC to the Court pursuant to this Agreement and California Rule of Court 10.182(b)(3).

“**Equipment**” means any item of equipment affixed to the property, for which the AOC has no responsibility to maintain or repair.

“**Emergency**” means a condition that requires immediate action to return a facility to normal operations or a condition that will become immediately critical if not corrected expeditiously.

“**Facility Modification(s)**” means a physical modification to a facility or its components that restores or improves the designed level of function of a facility or facility components as defined in the *Trial Court Facility Modification Policy*.

“**Fixtures**” means any tangible object, furnishing or item of equipment affixed to the property, for which the AOC has no responsibility to maintain or repair.

“**Fully Burdened Labor Rate**” is the cost to the Court for salary paid along with other costs to carry the labor force to include payroll taxes, retirement/pension costs, health/life/AD&D insurances, Worker’s Compensation costs, as well as short and long term disability insurances. Accrued vacation time can only be charged when earned and taken in the same fiscal year.

“**HVAC**” means heating, ventilation and air conditioning.

“**Phoenix**” means the California trial court accounting and financial services system, centralized treasury system, trust accounting services, and core business analysis and support that enables the courts to produce a standardized set of monthly, quarterly, and annual financial statements that comply with existing statutes, rules, and regulations.

“Work” means delegated maintenance and repair activities and services performed pursuant to this Agreement.

“Work Order” or **“Work Orders”** refers to a written or electronic document that specifies a task or set of tasks and any special instructions applicable to the performance of those tasks.

END OF EXHIBIT F