

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE JUDICIAL COUNCIL OF CALIFORNIA AND  
THE COUNTY OF MENDOCINO REGARDING  
ADA IMPROVEMENTS AT THE UKIAH COURTHOUSE**

This Memorandum of Understanding (“MOU”) is entered into as of September 23, 2019 (“Effective Date”), by and between the Judicial Council of California (the “**Judicial Council**”) and the County of Mendocino, a political subdivision of the State of California (the “**County**”). For purposes of this MOU, the Judicial Council and the County are each a “**Party**” and are sometimes together referred to as the “**Parties**.”

**BACKGROUND TO AND PURPOSE OF MOU**

A. The Judicial Council and County share the use of the Superior Court of California, County of Mendocino located at 100 North State Street, Ukiah, California (“**Courthouse**”) pursuant to the Joint Occupancy Agreement dated December 23, 2008 (“**JOA**”). Under the terms of the JOA, the Judicial Council manages the operations of the common areas at the Courthouse.

B. On October 1, 2018, the County entered into a settlement agreement in the matter of *Barrilleaux v. Mendocino County, et al.* (“**Settlement Agreement**”). The Plaintiff in this case alleged certain violations of the Americans with Disability Act (“**ADA**”) at the Courthouse.

C. The County agreed as part of the Settlement Agreement to make construction improvements at the Courthouse to provide an additional accessible restroom (“**ADA Improvements**” or “**Project**”) in accordance with section 6 of the Settlement Agreement. A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit “A,”** and incorporated herein by reference.

D. The County is solely responsible for compliance with the Settlement Agreement and solely responsible for all costs related to the ADA Improvements. The County has requested the assistance of the Judicial Council, to coordinate and effectuate the ADA Improvements at the Courthouse. The Judicial Council has agreed to do so, under the express condition that the County remain responsible for any and all costs, damages, and liabilities related to the Project. Nothing herein shall absolve contractor or other individual or entity hired to complete the Project, or their surety, from any obligation to County or Judicial Council.

E. It is the intent of the Parties to work together cooperatively and in good faith on this Project according to each Party's respective responsibilities and obligations as set forth in this MOU.

**NOW, THEREFORE**, in consideration of the foregoing promises and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Judicial Council and the County, hereby agree as follows:

## AGREEMENT

### **1. JUDICIAL COUNCIL RESPONSIBILITIES**

1.1 The Judicial Council developed a project scope for the Project based on the Settlement Agreement which is set forth and described in **Exhibit "B"** to this MOU (the "**Scope**"). The County has reviewed and approved the Scope. The Judicial Council, through its contractor, developed an estimated budget of \$70,000 for the Project based upon the Scope (the "**Estimated Budget**") which is also set forth in **Exhibit "B."** A true and correct copy of **Exhibit "B"** is attached hereto and incorporated by reference. Based upon the Scope, the Judicial Council will cause all documents necessary to complete the construction of the Project to be completed (collectively, the "**Construction Documents**"). The Construction Documents shall be prepared by a California licensed architect or engineer and reviewed, approved, and stamped by a CASp. The Judicial Council will award and execute a contract or work order for the Project based upon the Project Scope.

1.2 The Judicial Council will ensure that the parties contracted to complete the Project add the County of Mendocino as an additional insured on any insurance plan covering work done on the Project and that said insurance plan provides for a coverage limit of at least \$1,000,000.

1.3 The Judicial Council will provide change orders or other discretionary changes to the Project which may exceed the Estimated Budget to the County for the County's review.

1.4 The Judicial Council makes no representation or warranty regarding the Project schedule or completion date. The Judicial Council will make commercially reasonable efforts to complete construction of the Project in a timely manner, but the County acknowledges that unforeseen events may arise which could cause delays to completion of the Project. The Judicial Council agrees to notify County, as far in advance as practicable, if it is anticipated that the Project will not be completed by October 1, 2019. The County is, and will be, solely responsible for any costs or expenses

arising out of or related to an accelerated work schedule or other Project changes as required to meet a specified completion date.

1.5 The Judicial Council shall notify County as follows:

1.5.1. Upon completion of the "Construction Documents."

1.5.2. At the start of construction.

1.5.3. Upon completion of construction.

1.6 The Judicial Council shall also ensure that the County is notified so that the following required inspections can be completed prior to work continuing on the project:

1.6.1 Rough inspections (framing, plumbing, electrical & mechanical).

1.6.2 Gypsum board (sheetrock) nailing.

1.6.3 Final inspection when the work has been completed.

1.7 The Judicial Council shall provide the County with a copy of the Construction Documents as soon as said documents become available. No work shall commence on the Project until the Construction Documents have been approved by the County.

## **2. COUNTY RESPONSIBILITIES**

2.1 The County is solely responsible for reviewing the Project Scope and the Construction Documents for compliance with the terms and conditions of the Settlement Agreement, and the County will work cooperatively with the Judicial Council throughout the course of the Project.

2.2 The County will be solely responsible for all funding, costs, and expenses related to the Project including all cost and expenses arising from or related to any change to the original Project Scope or Estimated Budget. The Judicial Council shall not require any change to the original Project Scope or Estimated Budget without first obtaining approval for the change from County. The County acknowledges the Judicial Council has no obligations whatsoever to fund any part of this Project including any changes to the original Project Scope or Estimated Budget. The County further acknowledges that the Judicial Council has no budget or funding available for this Project.

2.3 Prior to commencement of the Project the County shall provide a deposit to the Judicial Council in an amount of \$25,000 (Twenty-Five Thousand Dollars) to be used toward Project costs.

2.4 The Estimated Budget for the Project is \$70,000. Additional costs may be incurred during the course of the Project, and the County will remain solely responsible for any and all additional cost and expense of the Project including all cost and expense related to any change order work approved by the County related to the Project.

2.5 The Judicial Council will provide invoices to the County on a monthly basis. The County agrees to promptly pay all invoices for the Project within 30 days and the County understands and agrees that any failure to timely pay any Project invoice may result in Project delays.

2.6 The County acknowledges and agrees that the Judicial Council is not a party to the County's Settlement Agreement and the Judicial Council is not liable in any way for the County's compliance with the terms of the Settlement Agreement. The County will indemnify, defend, and hold harmless the Judicial Council from and against any and all claims arising out of or in any way connected with the Settlement Agreement or the underlying case that the Settlement Agreement relates to.

2.7 The County acknowledges and agrees that it is the County's sole responsibility to ensure compliance with the terms of the Settlement Agreement. The County shall have the ability to inspect and review the progress of the Project to ensure the ADA Improvements are compliant and meet the requirements of the Settlement Agreement and the applicable code requirements. The County shall coordinate reviews of the Construction Documents and any Project inspections with the Judicial Council to avoid any unnecessary delays.

### **3. DISPUTE RESOLUTION**

In the event of a dispute between the Parties relating to performance of the Parties' obligations under this MOU, the Parties will comply with the terms for dispute resolution set forth in section 11 of the Transfer Agreement for the Transfer of Responsibility for Court Facility, by and between the Parties, dated as of December 31, 2008, which terms are incorporated into this MOU as though fully set forth herein.

### **4. EFFECTIVE DATE AND TERMINATION**

This MOU will be effective on the Effective Date, and will remain in effect until the completion of the ADA Improvement Project or until terminated in writing.

**5. EFFECT OF TERMINATION**

Notwithstanding a termination of this MOU, all payment obligations under this MOU incurred prior to expiration or termination of this MOU will survive that termination or expiration. The County's obligations to indemnify, defend, and hold harmless the Judicial Council from any and all claims, will also survive termination or expiration of the MOU.


**6. COUNTERPARTS**

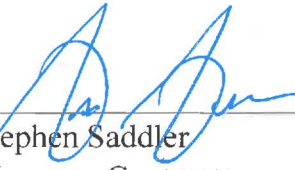
This MOU may be executed in one or more counterparts, all of which together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU as of the Effective Date first above written.

APPROVED AS TO FORM:  
Judicial Council of California,  
Legal Services

**JUDICIAL COUNCIL OF CALIFORNIA**

By:   
Name: Kristin Kerr  
Title: Attorney  
Date: 9.18.19

By:   
Name: Stephen Saddler  
Title: Manager, Contracts  
Date: 9/23/19

APPROVED AS TO FORM:  
County of Mendocino

**COUNTY OF MENDOCINO**

By: See Page 6  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: See Page 6  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

[Signature]  
DEPARTMENT HEAD DATE 8/28/19

Budgeted:  Yes  No

Budget Unit: 1710

Line Item: 804300

Grant:  Yes  No

Grant No.: N/A

JUDICIAL COUNCIL OF CALIFORNIA

By: \_\_\_\_\_ See Page 5

Date: \_\_\_\_\_

COUNTY OF MENDOCINO

By: [Signature]  
CARRE BROWN, Chair  
BOARD OF SUPERVISORS

Date: SEP 11 2019

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]  
Deputy  
SEP 11 2019

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]  
Deputy  
SEP 11 2019

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,  
County Counsel

By: [Signature]  
Deputy

Date: 8/28/19

INSURANCE REVIEW:

By: [Signature]  
Risk Management

Date: 8/29/19

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]  
Deputy CEO

Date: 8/29/19

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed  \_\_\_\_\_  
Mendocino County Business License: Valid   
Exempt Pursuant to MCC Section: \_\_\_\_\_

**EXHIBIT "A"**

**SETTLEMENT AGREEMENT**

**COURT ENFORCEABLE SETTLEMENT  
AGREEMENT AND RELEASE OF CLAIMS**

1. **PARTIES**

This Settlement Agreement and Release of Claims ("Agreement") is entered into by Jessica Barrilleaux ("Plaintiff") and County of Mendocino ("Defendant"). Plaintiff and Defendant may be referred to collectively as "the Parties" and the term "Party" may refer to each of them.

2. **EFFECTIVE DATE**

The Effective Date of this Agreement is the date of the last signature required of the Parties.

3. **RECITALS**

Plaintiff JESSICA BARRILLEAUX filed a Complaint in this action on March 25, 2014, to enforce provisions of the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12101 *et seq.*, and California civil rights laws and to obtain recovery of damages for discriminatory experiences, denial of access, and denial of civil rights against Defendant relating to disability discrimination at Defendant's public accommodations as of April 16 and 23, 2013, and continuing. Plaintiff alleged that Defendant violated Titles II of the ADA, the Rehabilitation Act of 1973, sections 51, 54, and 54.1 of the California Civil Code, and section 11135 of California Government Code by failing to provide full and equal access to the users of the Mendocino County Courthouse facilities at 100 North State Street, Ukiah, California (the "Courthouse").

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:



4. **DISCLAIMER OF LIABILITY**

The Parties understand and agree that this Agreement and the settlement contained herein is a compromise of disputed Claims, and that neither the payment of monetary or the provision of non-monetary consideration specified above, nor the negotiation of the settlement, shall be considered an admission of any liability whatsoever by Defendant. It is understood that Defendant has denied, and does deny, any wrongdoing despite any allegations to the contrary, and that no past or present wrongdoing on the part of Defendant shall be implied from any such payment of consideration, negotiations, or entry into this Agreement.

5. **DISMISSAL WITH PREJUDICE**

5.1 Plaintiff authorizes her attorneys to execute and file (or, at defense counsel's request, deliver to Defendant's counsel for filing) a Stipulation on Settlement and [Proposed] Order For Dismissal with Prejudice ("Stipulation") pursuant to Federal Rules of Civil Procedure, Rule 41, dismissing the Federal Court Action in its entirety with prejudice as to Defendant. Plaintiff's counsel will, at Defendant's counsel's request, file the Stipulation, and/or deliver the fully executed Stipulation to counsel for Defendant for filing, and/or confirm in writing that Counsel for Defendant is authorized to file the Stipulation with indications that Plaintiff's counsel has authorized use of his or her signature.

5.2 The Federal Court Action must be dismissed with prejudice before Defendant is obligated to implement structural changes as set forth in Paragraph 6.2 below.

6. **SETTLEMENT OF INJUNCTIVE RELIEF:**

In order to avoid the costs, expense, and uncertainty of protracted litigation, the Parties desire to settle and resolve any and all claims that Plaintiff may have against Defendant regarding injunctive relief, damages, attorneys' fees, and litigation expenses and costs, raised in the Complaint without the need for protracted litigation.

6.1 By this Agreement the Parties believe that they are settling and intend to settle any and all rights, interests and claims, that Plaintiff has or may have against Defendant, including but not limited to any claims which may have arisen as a result of the matters set forth in these recitals, excepting any and all claims and rights that are expressly created or reserved by the terms of this Agreement, and intend for this to be a full and complete release, general release, covenant not to sue, and absolute bar to further proceedings of any type or description based upon any injuries or damages, excepting, of course, any and all rights that are expressly created or reserved under this Agreement.

6.2 Contingent upon the prior dismissal with prejudice of the Federal Court action against Defendant, Defendant shall provide one fully accessible and compliant restroom in the Courthouse in addition to the accessible restrooms located on the fifth floor. The fully accessible and compliant restroom can be either a single accommodation unisex restroom or a women's restroom. It may be located on either the ground, first or third floor at the County's discretion.

6.3 Defendant will complete each item on the schedule stated in this Agreement within one year of the final dismissal. In the event that Defendant discovers unforeseen difficulties they anticipate would prevent Defendant from completing any of the agreed-upon injunctive relief by the above date, Defendant or its counsel will notify Plaintiff's counsel in writing promptly after discovering the unforeseen difficulties. Plaintiff will have thirty (30) days to investigate and meet and confer with Defendant, and to approve the delay by stipulation, which shall not be unreasonably withheld, or otherwise respond to Defendant's notice. If, after Plaintiff having attempted, in good faith, to meet and confer with Defendant, the Parties cannot reach agreement regarding the delay Plaintiff may seek to enforce this Section of the Agreement by the Court.

6.4 Defendant or defense counsel will notify Plaintiff's counsel when the corrective work is completed, and, whether completed or not, will provide a status report to Plaintiff's counsel no later than October 1, 2019.

6.5 If Defendant fails to provide injunctive relief on the agreed upon timetable and/or fail to provide timely written status notification, and Plaintiff files a motion with the Court to obtain compliance with these terms, Plaintiff reserves the right to seek additional attorneys' fees for any compliance work necessitated by Defendant's failure to keep this agreement. If the Parties disagree, the parties agree to participate in a Magistrate Judge-conducted Settlement Conference for the purposes of resolving the disputed fees. If the Settlement Conference fails to resolve the fee dispute, Plaintiff may seek relief via motion for an order directing the Defendant to pay Plaintiff's counsel reasonably incurred fees associated with enforcement of this agreement.

7. **PAYMENT OF MONETARY CONSIDERATION**

In consideration of the promises, agreements and mutual general release of all claims as set forth in this Agreement, and contingent upon the prior receipt by defense counsel of a fully executed Agreement, dismissal with prejudice of the State Court Action in its entirety and the Federal Court Action as to the Judicial Defendants ("Dismissal of Actions"), and prior receipt by defense counsel of a properly executed Form W-9 from Plaintiff's counsel, Plaintiff will receive the payment described in Paragraph 7.1 below.

7.1 Defendant agrees to pay Plaintiff a total of \$75,000 for Plaintiff's damages, attorneys' fees, litigation expenses, and costs. All payments described in this paragraph shall be paid by check payable to "PAUL L. REIN IN TRUST FOR JESSICA BARRILLEAUX" and delivered to Plaintiff's counsel's office, located at 200 Lakeside Drive, Suite A, Oakland, California, by close of business on or before October 31, 2018.

8. GENERAL RELEASE OF ALL CLAIMS AND PROMISES BY PLAINTIFF

In consideration of the agreements and representations of the Parties as set forth in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged by each Party hereto, Plaintiff promises, agrees and releases all claims as follows:

8.1 Plaintiff hereby and forever releases Defendant, and any and all of their respective predecessors, successors and assigns, and all of their past, present, and future employees, officers, insurers, representatives, attorneys and agents, whether acting as agents or in their individual capacities (hereinafter, collectively, "Releasees"), from any claim for injunctive or declaratory relief asserting that any of the Releasees have failed to comply with any and all federal and state laws, statutes, rules, regulations, including, without limitation, claims for injunctive or declaratory relief brought under the Americans with Disabilities Act ("ADA"), the Rehabilitation Act of 1973 (29 U.S.C. § 793), any regulations promulgated under the ADA or the Rehabilitation Act, the Disabled Persons Act (Cal. Civ. Code § 54 et seq.), the Unruh Act (Cal. Civ. Code § 51 et seq.), California Government Code sections 4450 et seq. and 11135 et seq., California Health and Safety Code section 19953, California Civil Code section 526a, the regulations codified in Title 24 of the California Code of Regulations, the self-evaluation and the transition plan regulations (28 C.F.R. §§ 35.105 & 150(d) and claims related to program access to the fullest extent permitted by law ("Equitable Claims") based upon the physical condition of the Courthouse prior to the completion of the physical modifications set forth in Paragraph 6.2 of this Agreement.

8.2 Plaintiff hereby and forever releases Releasees, from any claims for money

damages and/or an award of attorneys' fees that Plaintiff ever had or now has against any of the Releasees ("Damage Claims"). This release includes, but is not limited to, a release of Plaintiff's Damage Claims alleged (or which could have been alleged) in State Court and/or Federal Court, including but not limited to Damage Claims for negligence and/or for violation of the ADA, the Rehabilitation Act of 1973 (29 U.S.C. § 793), any regulations promulgated under the ADA or the Rehabilitation Act, the Disabled Persons Act (Cal. Civ. Code § 54 et seq.), the Unruh Act (Cal. Civ. Code § 51 et seq.), California Government Code sections 4450 et seq. and 11135 et seq., California Health and Safety Code section 19953, California Civil Code section 526a, the regulations codified in Title 24 of the California Code of Regulations, the self-evaluation and the transition plan regulations (28 C.F.R. §§ 35.105 & 150(d), California Government Code sections 815.2(a), 815.4, 815.6, 820(a), 835, and 835.2 to the fullest extent permitted by law.

8.2 The Parties understand and agree that, except as may be otherwise expressly stated above, the Equitable Claims and Damage Claims (together, "Claims") released in Paragraphs 7 and 7.1 above, include not only Claims against Defendant presently known to Plaintiff, but also include all unknown Claims, complaints, duties, obligations, and causes of action relating to any matters of any kind that would otherwise come within the scope of the released claims as described in Paragraphs 7 and 7.1. Plaintiff acknowledges that Plaintiff has consulted with legal counsel and is familiar with the provisions of California Civil Code section 1542, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

Plaintiff, being aware of said code section, agrees to expressly waive any rights Plaintiff may have thereunder as to Defendant, as well as under any other statute or common law principles of similar effect.

8.3 Plaintiff further agrees that she will not initiate arbitration and will not file any claim, lawsuit, grievance, or administrative complaint or charge seeking damages or other relief against Releasees on the basis of any of the Claims released by Plaintiff in this Agreement. If Plaintiff ever breaks this promise not to sue or otherwise initiate an action to recover damages or other relief based on any released Claims, then Plaintiff agrees to pay for all resulting costs incurred by Defendant. Plaintiff also acknowledges and agrees that this Agreement may be pled as a complete bar to any action or suit before any court or adjudicative body or tribunal with respect to any of the released Claims.

9. REPRESENTATIONS

As a further inducement to the Parties to enter into this Agreement, the Parties specifically represent and warrant to each other as follows:

9.1 Each Party has received or acknowledges his/her/its right to receive independent legal advice from its, his, or her attorneys, with respect to the advisability of making the settlement provided for herein and with respect to the advisability of executing this Agreement.

9.2 No Party (nor any officer, agent, employee, representative, or attorney of or for any Party) has made any statement or representation to any other Party regarding any fact relied upon in entering into this Agreement, and no Party can or does rely upon any statement, representation or promise of any other Party (or of any officer, agent, employee, representative, or attorney for the other Party), in executing this Agreement, or in making the

settlement provided for herein, except as expressly stated in this Agreement.

9.3 The Parties acknowledge that no tax advice or representation regarding tax treatment has been given by any Party to any other Party. Each Party agrees to bear any and all of its own costs or fees that might be incurred as a result of entering into this Agreement.

9.4 Each Party to this Agreement has made such investigation of the facts pertaining to this settlement and this Agreement and of all the matters pertaining thereto as he/she/it deems necessary.

9.5 In entering into this Agreement and the settlement provided for herein, each Party assumes the risk of any misrepresentation, concealment or mistake. If any Party shall subsequently discover that any fact relied upon by it in entering into this Agreement was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such Party shall not be entitled to any relief in connection therewith including, without limitation on the generality of the foregoing, any alleged right or claim to set aside or rescind this Agreement. This Agreement is intended to be and is final and binding between and among the Parties hereto, regardless of any claims of misrepresentations, promises made without the intention of performing, concealment of fact, mistake of fact or law, or of any other circumstance whatsoever.

9.6 Each Party represents and warrants that he/she/it has not heretofore assigned, transferred, or granted, or purported to assign, transfer or grant any of the claims, demands, or causes or causes of action disposed of, or released by this Agreement.

9.7 Each term of this Agreement is contractual and not merely a recital.

9.8 The Parties will execute any further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this Agreement.

9.9 Each Party has read this Agreement and understands its contents. The individuals executing this Agreement on behalf of an entity rather than in their individual capacity are empowered to do so and thereby can bind the entity to this Agreement.

10. PAYMENT OF PAST ATTORNEYS' FEES AND COSTS

Except as may be expressly set forth above, all of the attorneys' fees and expenses incurred by each Party through the Effective Date of this Agreement are to be the sole responsibility of the Party who incurred such fees and expenses.

11. MISCELLANEOUS PROVISIONS

11.1 This Agreement shall be governed by and shall be construed in accordance with the laws of the State of California (without regard to its conflicts of law provisions) and by the laws of the United States to the extent those laws supplement, form part of, or preempt California state law.

11.2 This Agreement is fully integrated and contains the entire agreement between and among the Parties with respect to the subject matter hereof, supersedes all prior and contemporaneous oral and written agreements and discussions, any settlement agreements, or agreements of any kind, and is intended to be binding and enforceable under all applicable statutes. This Agreement may be modified or amended only by an agreement in writing executed by the Parties whose rights are affected thereby.

11.3 This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their heirs, administrators, executors, representatives, successors, and assigns. Plaintiff represents and warrants that she has not assigned or transferred, or purported to assign or transfer, to any person or entity any of the Claims, demands, grievances, liabilities, or causes of action released by this Agreement.

11.4 Each Party has cooperated in the drafting and preparation of this Agreement.



Hence, in any construction of this Agreement, there shall be no presumption against any Party on the ground that the Party drafted the Agreement.

11.5 This Agreement may be executed in counterparts. When each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement which shall be binding upon and effective as to all Parties. No counterpart shall be effective until all Parties execute and exchange counterparts hereof. The Parties also agree that photocopies or facsimile copies of this Agreement, including signed counterparts, may be used in lieu of the originals for any purpose.

11.6 This Agreement may be executed by facsimile signature or by signature transmitted electronically via email. All signatories to this Agreement understand and agree that the execution and delivery of this Agreement containing facsimile signatures or signatures transmitted via e-mail shall have the same force and effect and shall be binding upon each signatory as if the Agreement contained that signatory's original signature.

11.7 Each part, term, and provision of this Agreement shall be interpreted so as to render it effective and valid. In the event that any part, term or provision of this Agreement be declared or determined by any tribunal, agency, or court of competent jurisdiction to be illegal or invalid, that part, term, or provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and the enforceability and validity of the remaining parts, terms, or provisions shall not be affected thereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Dated: Sep 27, 2018



JESSICA BARRILLEAUX

By: [Signature]  
Jessica Barrilleaux

Approved as to form:

REIN & CLEFTON

Dated: Sept. 28, 2018

By: [Signature]  
PAUL REIN, Esq.  
Attorneys for Plaintiff  
Jessica Barrilleaux

**For Mendocino County**

Dated: 9/28, 2018

By: [Signature]  
Carmel J. Angelo  
Chief Executive Officer

COUNTY OF MENDOCINO BOARD OF SUPERVISORS

Dated: 10-1, 2018

By: [Signature]  
Dan Hamburg, Chair

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

Dated: 10-1, 2018

By: [Signature]  
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

Dated: 10-1, 2018

By: [Signature]  
Deputy

Dated: 9/28, 2018

By: [Signature]  
Risk Management

**APPROVED AS TO FORM:**

Dated: 9/28, 2018

By: [Signature]  
Katharine L. Elliott, County Counsel

## **EXHIBIT "B"**

### **SCOPE OF WORK**

Preliminary Scope of Work – ADA Improvements at Ukiah Courthouse

3<sup>rd</sup> Floor Ladies Restroom

Abatement/Containment of ACM

Modify entry into bathroom –

- Cut into and remove ACM material around the restroom door and Mechanical space

- Remove/cut back terrazzo around restroom entry door

- Patch back wall, tile, and door surround

- Install new 36" wide solid core door and frame.

- Patch existing terrazzo floor with grout to match color if possible.

- Move Electrical light switch to ceiling and convert to occupancy sensor

- Install dead bolt thumb latch – to secure new single occupancy use restroom door

- Install required H/C Signage

- Paint patches to match existing surrounding paint

Remove existing toilet partitions

Remove 1 existing toilet

- Cap existing plumbing

- Remove toilet hanger

- Cover old toilet opening with Stainless steel cover

- Patch all holes in Stucco left from old partitions

- Patch all holes in tile floor left from old partitions

Reinstall ADA required fixtures

- Grab bars

- Toilet paper dispenser

- Feminine Hygiene disposal container

Change Sink hardware to meet ADA requirements

Install under sink required pipe covers and protections.

Other items as directed by Architect to meet ADA requirement

The Estimated Budget for this Project is \$70,000.