

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
CALIFORNIA CONSTRUCTION AUTHORITY  
AND THE COUNTY OF MARIN**

This Memorandum is entered into effective this 22<sup>nd</sup> day of August 2006 by and between the California Fairs Financing Authority doing business as California Construction Authority, a joint powers authority ("CCA") and the County of Marin, a County in the State of California ("County").

Whereas CCA and the County desire to enter into this agreement to specify the manner in which certain services which benefits the County will be performed by CCA.

Now therefore the parties hereto hereby agree as follows:

1. Designation of Projects: The County may from time to time provide written Letters of Understanding to CCA designating specific services to be undertaken by CCA, the time for completion of said services and the compensation to be paid by the County to CCA for the performance of said services. Each Letter of Understanding shall also specify such interim approvals as are determined appropriate by County. A sample of a Letter of Understanding is attached hereto as Exhibit "A". Each Letter of Understanding shall be delivered to CCA and shall provide for a signature by CCA and County. CCA shall sign and return the Letter of Understanding in the event CCA is willing to perform the services set forth in the Letter of Understanding within the time and for the compensation specified in the Letter of Understanding.
2. Scope of Services: CCA shall provide those services that are specified in an approved Letter of Understanding.
3. Bidding: In the event CCA contracts for work specified in a Letter of Understanding, CCA may use the bidding procedures applicable to CCA.
4. Access to Documents: CCA agrees that all notes, designs, drawings, specifications and other technical data produced pursuant to a Letter of Understanding shall be made available to the County.
5. Audit: The County shall have the right to audit the books and records of CCA relating to services performed pursuant to a Letter of Understanding. Said audit shall be conducted if at all within two years following the date of completion of the services specified in the subject Letter of Understanding.
6. All Letters of Understanding shall be signed by the President of the Board of Supervisors as the authorizing officer.
7. Termination: Either party may terminate this Memorandum by giving the other party not less than thirty (30) days prior written notice of termination. This Memorandum shall remain in force until terminated. Upon termination the County shall compensate CCA for all services satisfactorily performed prior to termination.

This Memorandum is executed as of the date first above written.

California Construction Authority

County of Marin

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J. Thomas Baker, Executive Officer

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Susan L. Adams, President  
Board of Supervisors

EXHIBIT A  
EXAMPLE LETTER OF UNDERSTANDING

To: County of Marin Date:  
From: J. Thomas Baker, Executive Officer  
California Construction Authority  
Subject: Letter of Understanding No.

This Letter of Understanding ("LOU") is entered into between California Fairs Financing Authority, dba California Construction Authority ("Authority"), and the County of Marin ("County") to complete the scope of services as outlined below and pursuant to the Memorandum of Understanding between the Authority and the County dated \_\_\_\_\_:

SCOPE OF SERVICES for the \_\_\_\_\_ Project:

Total Project Estimate.....\$0.00

Scheduled project completion date to be determined.

FUNDING: The County shall pay:

1. Authority's Actual costs and expenses in providing the forgoing services, including staff time, overhead, project administration fee and third party charges.
2. Payments may be made by the County the first of the month for all approved invoices received on or before the 16<sup>th</sup> day of the prior month.

TERMINATION: Either party may terminate this LOU without further penalty upon giving the other party twenty-four (24) hours written notice and completing any outstanding or non-revocable obligations.

ACCEPTED BY:

APPROVED BY:

\_\_\_\_\_  
J. Thomas Baker, Executive Officer  
California Construction Authority

\_\_\_\_\_  
President of the Board of Supervisors  
County of Marin

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date