



February 21, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of two Intergovernmental Agreements with the State of Oregon
Related to Funding for a Future County Courthouse

Purpose/Outcome	Approval of two intergovernmental agreements with the State of Oregon related to funding for a future county courthouse.
Dollar Amount and Fiscal Impact	\$95.7 million in state funds towards the design and construction of a new County Courthouse
Funding Source	County staff anticipates that the future county courthouse will be funded using a combination of local funds in the form of either revenue from a voter-approved bond or from the County's general fund, and matching funds from the State of Oregon.
Duration	These agreements will expire upon closeout of the Courthouse project, which County staff anticipates will occur in Q1 of 2024.
Previous Board Action/Review	Policy Sessions: 2/14/17, 10/17/17, 6/26/18, 9/18/18, 1/29/19
Strategic Plan Alignment	<ul style="list-style-type: none">• Build public trust through good government• Ensure safe, healthy and secure communities
Contact Person	Laurel Butman, (503) 655-8893

Project Background

For over 20 years Clackamas County has been planning, building, and consolidating relevant services to the County owned Red Soils Campus in Oregon City to provide a cohesive integrated public service center for the public. A new Courthouse facility has been the center of that master plan since its inception.

The Oregon Courthouse Capital Construction Improvement Fund (OCCCIF) provides a path to assist the County with realizing this piece of the master plan. The current 1937 Courthouse has served the County and the Fifth Judicial District well for the past 78 years but the facility is in a high seismic zone at the edge of the Willamette River and the soil is forecast to experience liquefaction and lateral spreading in a design base seismic event. Additionally, the Courthouse is severely lacking space for additional courtrooms and staff to meet current and future needs. The existing building is also lacking the recommended separation of circulation paths for staff, public, and prisoners. The courthouse remains functioning due to the efforts of the maintenance and facilities staff who work overtime to ensure the building stays operational. Unfortunately, this is a losing battle against age and space limitations.

Clackamas County's population is projected to grow by over 50% by the year 2050. The proposed courthouse conceptual plan, forecasted to 2030, identifies a need for 16 courtrooms. Projections to 2050 identify a high of 26 and a low of 18 courtrooms. Given the rate of judicial appointments and mutual goal of building a new fiscally responsible facility, the County and the Fifth Judicial District proposed 16 courtrooms in a new Courthouse facility of approximately 216,000 gross square feet as outlined in the Application for OCCIF submitted to the Oregon Judicial Department (OJD). This facility would hold all of the Fifth Judicial District Court Services including:

- 16 Courtrooms for Civil, Probate, Mental Health, Felony, Misdemeanor, Family Court, Juvenile Dependency, Treatment and associated support spaces
- Judicial Chambers for each courtroom
- Court Operations and Administration
- Grand Jury, Jury assembly and deliberation rooms
- Sallyport, holding and support spaces for the Sheriff Civil Division
- Secure parking for Judicial staff
- Secure loading dock and staging

The facility would also hold the Law Library as well as the administrative, felony, misdemeanor, victim assistance, and family support departments for the District Attorney of Clackamas County's office, which would be fully funded by the County.

The County has also identified space in the building for State co-location agencies. By providing co-location agency space, the County qualifies for 50% matching funds from the State (versus 25% without accommodating a co-location agency) for the capital construction costs of the Courts portion of the new Courthouse facility built on the Red Soils Campus. It is anticipated that the two co-location agencies will be the Oregon Office of Public Defense Services (OPDS) and the Department of Human Services (DHS). The selection of OPDS was based primarily on their role with the Courts and District Attorney's office. The selection of DHS was based not only on their role with the Courts and District Attorney's office, but also on their involvement with other departments on the Red Soils Campus.

The estimated project cost is \$230 million, of which \$191.4 million is eligible for state match funding of 50% or \$95.7 million. Given the size of the project and recommendation to stabilize the funding requests through the Association of Counties (AOC), the County will divide the matching fund request into three biennia:

- 2017-2019 \$1.2 million (planning)
- 2019-2021 \$31.5 million (design & preconstruction)
- 2021-2023 \$63.0 million (construction & furniture)

The Fiscal Year 2017-2019 funding request was approved and is being used for the current pre-planning efforts. The source of these funds is from the State General Fund. The Fiscal Year 2019-2021 request is currently included in the OJD budget request and has the endorsement of the Chief Justice as a Priority #2 project. This request will match fund the costs of the Architecture, Engineering (A/E) and pre-construction efforts. Phase III, in the 2021-2023 biennium is for the construction of the new Courthouse.

The County has an experienced in-house project management team that has completed the newer buildings on the campus since 2004 and has also completed central plant infrastructure that will serve the courthouse and other future campus buildings. The infrastructure includes a stub to the courthouse site that has fiber, data and telephone connections, and connection to the closed loop chilled and hot water system.

The new Courthouse project has the unanimous support of the County Commissioners, Presiding Judge, District Attorney, Trial Court Administrator, and the Sheriff and would finally move the courthouse from its precarious location at the Willamette River edge.

The Red Soils campus has two newer buildings, the Public Services Building (PSB, 2001) and the Development Services Building (DSB, 2007) which flank the courthouse site and established a palette of building and site materials. Each building has an individual architectural character, but complements the other and defines the plaza, which will be completed with the new Courthouse.

Funding Agreements

To memorialize the State's contribution towards the planning, design, and construction of the new Courthouse facility, County staff is recommending the Board enter into the two intergovernmental agreements attached to this report. The first agreement, identified as the Master Funding Agreement, contains provisions that will apply to both the State and the County throughout the duration of the entire project. The Master Funding Agreement establishes the overall scope of the project, the general schedule associated with planning, design and construction, and the amount of matching funds that the State anticipates providing over each phase of the project. The Master Funding Agreement contemplates that the State and the County will enter into three separate agreements, each of which will detail a separate phase of the project (Phase I – Planning, Phase 2 – Design and Initial Construction, and Phase 3 – Final Construction) and correspond to the funding requests that will be made in each biennial budget cycle.

The other agreement before the Board relates to Phase I of the project, and is the first of the three separate agreements mentioned above. Phase I of the project covers planning activities and establishes a State reimbursement to the County of up to \$1.2 million for qualifying costs. The Phase I Funding Agreement specifies those costs that will be eligible for reimbursement, and establishes benchmarks that define the successful completion of Phase I of the project.

RECOMMENDATION

Staff respectfully recommends the Board approve the attached intergovernmental agreements with the State of Oregon related to funding for a future county courthouse.

Sincerely,

Laurel Butman
Acting Clackamas County Administrator

**CLACKAMAS COUNTY COURTHOUSE
MASTER FUNDING AGREEMENT**

THIS CLACKAMAS COUNTY COURTHOUSE MASTER FUNDING AGREEMENT (this “Agreement”) is made on February ____, 2019 (the “Effective Date”), by and among the State of Oregon, acting by and through its Department of Administrative Services (“DAS”) and the Oregon Judicial Department (“OJD”) (together referred to as the “State”), and Clackamas County, Oregon (the “County”).

Project Summary and Contact Information

Project Title: Clackamas County Courthouse

County: Clackamas County

Estimated Project Completion Date: February 1, 2024

Anticipated State Funds:

Phase I:	\$ 1,200,000 – General Funds (Fall 2018)
Phase II:	\$31,500,000 – Article XI-Q bonds (Spring 2021)
Phase III:	\$63,000,000 – Article XI-Q bonds (Spring 2023)

County Contact: Gary Barth, Barth Consultants, LLC
Phone: (503) 754-2050
Email: gbarth@barthconsultants.com
Address: 10117 SE Sunnyside Road
Suite F703
Happy Valley, OR 97086

DAS Contact: Rhonda Nelson, Capital Finance Analyst
Phone: (503) 378-8927
Email: Rhonda.Nelson@oregon.gov
Address: 155 Cottage Street NE
Salem, OR 97301

OJD Contact: David T. Moon, Director
Business and Fiscal Services Division
Phone: (503) 986-5150
Email: David.T.Moon@ojd.state.or.us
Address: Supreme Court Building
1163 State Street
Salem, OR 97301-2563

Presiding Judge: The Honorable Kathie F. Steele
Phone: (503) 655-8670
Email: Kathie.F.Steele@ojd.state.or.us
Address: 807 Main St.
Oregon City, OR 97045

Trial Court Administrator: Debbie Spradley
Phone: (503) 655-8670
Email: Debbie.D.Spradley@ojd.state.or.us
Address: 807 Main St.
Oregon City, OR 97045

State Project Monitor: Nick Larson
Construction Project Monitor
Oregon Judicial Department
Phone: (503) 986-5429
Email: Nicholas.C.Larson@state.or.us
Address: Supreme Court Building
1163 State Street
Salem, OR 97301-2563

Colocation Agency: Department of Human Services,
an agency of the State of Oregon

Colocation Contact: Glen Bason, Administrator
Office of Facilities Management
Phone: (503) 945-5817
Email: Glen.E.Bason@dhsosha.state.or.us
Address: 1410 Tandem Ave. NE
Salem, OR 97301

Colocation Agency: Office of Public Defense Services,
an agency of the State of Oregon

Colocation Contact: Eric J. Deitrick, General Counsel
Office of Public Defense Services
Phone: (503) 378-2750
Email: eric.j.deitrick@opds.state.or.us
Address: 1175 Court St. NE
Salem, OR 97301

Terms and Conditions

- 1. Effective Date and Term.** This Agreement is effective as of the Effective Date, such date being the last date all required signatures and approvals were obtained. The term of this Agreement shall be from the Effective Date through the date the parties fulfill their obligations under the final Funding Agreement, be it the Funding Agreement for Phase I, Phase II or Phase III, unless it is sooner terminated pursuant to the provisions of this Agreement.
- 2. Agreement Documents.** This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement, less all Exhibits; and attached Exhibit A (Red Soils Parcel and Project Parcel); Exhibit B (Initial Plans); Exhibit C (Courthouse Design Criteria); and Exhibit D (Form of Disbursement Request). The foregoing Exhibits are incorporated herein by this reference.
- 3. Definitions: General.** Capitalized terms used in this Agreement shall have the meanings defined for such terms in this Section 3, unless the context clearly requires otherwise.

 - (a)** “Act” means Article XI-Q of the Oregon Constitution; Or. Laws 2013, ch. 705; Or. Laws 2013, ch. 723; Or. Laws 2014, ch. 121; Or. Laws 2015, ch. 675; Or. Laws 2016, ch. 118; and any subsequent laws enacted by the Oregon Legislative Assembly that provide funding for, or relate to, the Project.
 - (b)** “Approved Amount” means the State’s Proportionate Share of any amount set forth in a Disbursement Request that the State Project Monitor determines represent Authorized Costs, pursuant to Section 12 below.
 - (c)** “Authorized Costs” means the County’s actual, reasonable and necessary capital costs relating to the Phase Work, as set forth more completely in Section 10 below and any Funding Agreement.
 - (d)** “Authorized State Costs” means the State’s Proportionate Share of the Authorized Costs.
 - (e)** “Chief Justice” means the Chief Justice of the Oregon Supreme Court.
 - (f)** “Code” means the Internal Revenue Code of 1986, as amended.
 - (g)** “Colocation Agency” means collectively the Department of Human Services, an agency of the State of Oregon, and the Office of Public Defense Services, an agency of the State of Oregon.
 - (h)** “Colocation Contact” means each of the Colocation Agency employees named in

the Project Summary and Contact Information above.

- (i)** “Colocation Lease” means the long-term lease agreement for the Colocation Premises that the Colocation Agency and the County anticipate entering into pursuant to a Funding Agreement, if any, for Phase III.
- (j)** “Colocation Premises” means that certain portion of the Project, as generally described in the Initial Plans, that will be the subject of the Colocation Lease.
- (k)** “County Default” means any of the occurrences set forth in Section 23 below.
- (l)** “Courthouse Design Criteria” means OJD’s “General Facilities Design Assessment Criteria” dated December 2007 and attached as Exhibit C.
- (m)** “Defeasance Costs” means the amount sufficient to defease the then-outstanding State Bonds and any costs necessary for such defeasance, plus any principal and interest payments the State has made or will make before the State Bonds are defeased.
- (n)** “Disbursement Request” means a request by the County for credit to the County Contribution and disbursement of State Funds, substantially in the form of Exhibit D.
- (o)** “Estimated Project Completion Date” means February 1, 2024.
- (p)** “Existing Courthouse” means the building located at 807 Main St., Oregon City, Oregon, in which the Clackamas County Circuit Court is located as of the Effective Date.
- (q)** “Fund” means the Oregon Courthouse Capital Construction and Improvement Fund.
- (r)** “Funding Agreement” means any agreement the parties may enter into under this Agreement, in order to memorialize their obligations and understandings regarding any specific Phase of the Project.
- (s)** “General Funds” means funds appropriated by the Oregon Legislative Assembly.
- (t)** “Initial Plans” means the plans for the Project as of the Effective Date, as described on Exhibit B.
- (u)** “Mediator” means the individual chosen by the parties to mediate a dispute between them pursuant to Section 7(e) below.
- (v)** “Misspent Funds” means any Project Financing spent by the County for any purpose other than paying for Authorized Costs, or otherwise in violation of this Agreement.
- (w)** “OJD Lease” means the long-term lease agreement for the OJD Premises that OJD and the County anticipate entering into pursuant to a Funding Agreement, if any, for Phase III.
- (x)** “OJD Premises” means that certain portion of the Project, as generally described in the Initial Plans, which will be the subject of the OJD Lease.
- (y)** “Phase” means Phase I, Phase II, or Phase III, as the context so requires.
- (z)** “Phase I” means the planning period for the Project.
- (aa)** “Phase II” means the design and initial construction period for the Project.
- (bb)** “Phase III” means the final construction period for the Project.
- (cc)** “Presiding Judge” means the Presiding Judge for the Clackamas County Circuit Court. The current Presiding Judge is named in the Project Summary and Contact Information above.

- (dd)** “Project” means the Clackamas County Courthouse to be constructed on the Project Parcel, in Oregon City, Clackamas County, Oregon, pursuant to this Agreement and, as applicable, the Act, as such Project is described in the Project Application and in the Initial Plans.
- (ee)** “Project Application” means that certain application for monies from the Fund to be used for the Project, submitted by the County to the Chief Justice on February 7, 2017.
- (ff)** “Project Budget” means the budget for the construction of the Project, as developed by the County and approved by the State pursuant to a Funding Agreement.
- (gg)** “Project Common Areas” means the areas of the Project, as generally described in the Initial Plans, that will be available for common use by the Project Occupants.
- (hh)** “Project Financing” means the total of the State Funds and the County Contribution.
- (ii)** “Project Occupants” means the County, OJD and the Colocation Agency and their respective employees, agents, tenants, contractors, guests and invitees.
- (jj)** “Project Parcel” means that certain real property that is a portion of a larger parcel commonly known as the Red Soils Property, as shown on Exhibit A, and any improvements constructed thereon pursuant to this Agreement.
- (kk)** “Project Plans and Specifications” means design development documents for the Project, as developed by the County and approved by the State pursuant to a Funding Agreement.
- (ll)** “Project Schedule” means the schedule for the construction of the Project, as developed by the County and approved by the State pursuant to a Funding Agreement.
- (mm)** “Project Work” means all work associated with the Project, for any Phase.
- (nn)** “Real Property Termination Interest” means an interest in the Project and the Project Parcel, or in other real property owned by the County and any improvements thereon, that the State may accept from the County in lieu of Defeasance Costs pursuant to Section 27(b) below.
- (oo)** “State Bonds” means any Oregon Constitution Article XI-Q general obligation bonds issued by the State for the Project; and any bonds or other obligations issued by the State to refinance the State Bonds.
- (pp)** “State Default” means any of the occurrences set forth in Section 25(a) below.
- (qq)** “State Leases” means the Colocation Lease and the OJD Lease.
- (rr)** “State Premises” means the Colocation Premises and the OJD Premises.
- (ss)** “State Project Monitor” means the individual named in the Project Summary and Contact Information above, an employee of OJD who will monitor and review the County’s Project activities and compliance with this Agreement as set forth herein.
- (tt)** “Trial Court Administrator” means the OJD employee named in the Project Summary and Contact Information above.
- (uu)** “Unspent Funds” means any amounts of the Project Financing that the County fails to spend during a specific Phase.

4. Definitions: Phase-Specific. The following capitalized terms used in this Agreement shall have Phase-specific meanings, to be set forth in any Funding Agreement.

- (a) “Benchmarks” means specific deliverables for a specific Phase relating to that Phase Work.
- (b) “County Contribution” means funding the County agrees to provide for all Authorized State Costs for a specific Phase.
- (c) “Phase Completion Date” means the date the parties anticipate that a specific Phase will be completed.
- (d) “Phase Work” means the Project Work associated with a specific Phase.
- (e) “State Funds” means the funding to be provided by the State for a specific Phase.
- (f) “State’s Proportionate Share” means the portion of the Authorized Costs that are applicable to the State Funds, representing that portion of a specific Phase that the State Premises bears to that specific Phase.

5. Recitals. The parties recite:

- (a) Pursuant to ORS 1.185 and 1.187, OJD operates the State of Oregon’s circuit courts, and the counties in the State of Oregon provide courthouse facilities for the circuit courts.
- (b) The Oregon Legislative Assembly, through the Act, has authorized the sale of Article XI-Q bonds to finance costs related to the acquisition of land for and construction of courthouses if:
 - (i) the Chief Justice determines significant structural defects of a courthouse threaten human health and safety, the construction of a new building is more cost-effective than remodeling or repairing the courthouse, and the replacement of the existing courthouse creates an opportunity for the colocation of other state offices in the courthouse; and
 - (ii) DAS approves the courthouse construction project for which the Article XI-Q bonds will be sold.
- (c) The Act also established the Fund, to hold monies to be used for courthouse construction projects.
- (d) On February 7, 2017, the County submitted the Project Application, which set forth the County’s need for the Project and basic Project information.
- (e) After the Effective Date, the County intends to submit an amended and updated version of the Project Application.
- (f) The parties anticipate that the Project will be developed and built in three Phases: Phase I (the Planning Phase); Phase II (the Design and Initial Construction Phase); and Phase III (the Final Construction Phase).
- (g) The State is contributing the State Funds as a portion of the consideration for the leasehold interest in the State Premises that the County will convey to OJD and the Colocation Agency pursuant to the State Leases.
- (h) The Project will be constructed on the Project Parcel and will be designed in accordance with the Initial Plans and the Courthouse Design Criteria, except as

specifically agreed by the parties.

(i) The parties anticipate that the State Funds for the Phases will be as follows:

	Phase I	Phase II	Phase III
Amount	\$ 1,200,000	\$31,500,000	\$63,000,000
Funding Source	General Funds	Article XI-Q bonds	Article XI-Q bonds
Estimated Timeline	Fall 2018	Spring 2021	Spring 2023

(j) Notwithstanding Section 5(g) above, the State has no obligation to contribute any State Funds to the Project except as specifically set forth in a Funding Agreement.

(k) The parties expect to execute the State Leases during Phase III, if they enter into a Funding Agreement for Phase III.

(l) The parties estimate that, if they enter into Funding Agreements for Phase I, Phase II and Phase III, the Project will be fully constructed on or before February 1, 2024 (the Estimated Project Completion Date).

(m) In the event State Funds for any Phase derive from General Funds rather than from State Bonds, certain provisions set forth below in this Agreement may not apply to those State Funds. In such event, the Funding Agreement for that specific Phase will set forth any particular provisions relating to such State Funds derived from General Funds.

6. Representations, Warranties and Covenants of the State and County.

(a) The State represents, warrants and covenants, as applicable, as follows:

(i) This Agreement has been duly authorized by the State and, subject to other terms and provisions contained in this Agreement, constitutes a valid and binding agreement of the State that is enforceable against the State in accordance with its terms.

(ii) Because of the State's anticipated contribution of State Funds, and the resulting leasehold interests for OJD and the Colocation Agency in the OJD Premises and the Colocation Premises, respectively, the State will collaborate and cooperate with the County, as an equal partner, regarding any and all matters relating to the Project.

(b) The County represents, warrants and covenants, as applicable, as follows:

(i) This Agreement has been duly authorized by the County and constitutes a valid and binding agreement of the County that is enforceable against the County in accordance with its terms.

(ii) Because of the State's anticipated contribution of State Funds, and the resulting leasehold interests for OJD and the Colocation Agency in the OJD Premises and the Colocation Premises, respectively, the County will collaborate and cooperate with the State, as an equal partner, regarding any and all matters relating to the Project.

(iii) As of the Effective Date, no litigation or claims (environmental or otherwise) are presently pending against the County regarding the Project Parcel

or the development, construction or use of the Project. The County shall promptly provide OJD with notice of any litigation or claims (environmental or otherwise) filed during the term of this Agreement against the County regarding the Project or the Project Parcel.

(iv) The County's current employees are not eligible for, and the County has not hired, contracted with or made any award to any of its current employees for, any work or materials directly connected to the Project. During the term of this Agreement, the County's then-current employees shall not be eligible for, and the County shall not hire, contract with or make any award to any of its then-current employees for, any work or materials that are directly connected to the Project. Notwithstanding the foregoing, the parties may identify in any Funding Agreement an individual employed by the County who may be eligible for any work or materials directly connected to the Project. The conditions under which the County may claim any work or materials directly connected to the Project by such an employee of the County as an Authorized Cost shall be set forth in the applicable Funding Agreement.

(v) The State will have no obligation to contribute any State Funds to the Project except as specifically set forth in a Funding Agreement.

7. Collaboration and Cooperation between Parties; Meetings and Documents; Resolution of Disputes

(a) **Generally.** All matters related to the Project will be subject to good-faith collaboration between the parties and, with regard to the Colocation Premises, the Colocation Agency. The parties shall use their best efforts to cooperate with each other and the Colocation Agency in order to accomplish the timely completion of the Project Work.

(b) **Meetings and Documents.** The County shall give OJD and the Colocation Agency advance notice of, and opportunity to participate in, any and all meetings (including telephone conferences) that will involve discussions of the Project. For the purposes of this Section 7(b), such notice to OJD shall be delivered to the Trial Court Administrator, and such notice to the Colocation Agency shall be delivered to the Colocation Contact, in accordance with the notice provisions of Section 34 below.

(c) **Resolutions of Disputes by the Parties.** In the event of a dispute under this Section 7, the parties shall attempt in good faith to resolve the dispute within fifteen (15) business days after one party gives notice to the other party of such dispute.

(d) **Resolution of Disputes by Chair of County Commissioners and Chief Justice.** If the parties do not timely resolve a dispute pursuant to Section 7(c) above, then the dispute shall be submitted to the Chair of the Clackamas County Board of Commissioners and the Chief Justice, or their respective designee, to be resolved within thirty (30) days after submission.

(e) **Resolution by Mediator.**

(i) If a dispute is not timely resolved pursuant to Section 7(d) above, then it may be resolved by the Mediator, who will be chosen by the parties as follows: within ten (10) business days after the expiration of the 30 –day period set forth in Section 7(d) above, the County shall deliver to the State a list of at least three (3)

independent and experienced mediators, and within ten (10) business days after such delivery, the State shall notify the County of its choice of the Mediator from said list. Notwithstanding the foregoing, if the County fails to timely deliver the list to the State, then the State's choice of a mediator shall be deemed the Mediator; and if the County does timely deliver the list to the State, and the State fails to timely respond, then the County's choice of a mediator will be deemed the Mediator.

(ii) Within ten (10) days after the selection of the Mediator pursuant to Section 7(e)(i) above, both parties shall submit position statements regarding the dispute to the Mediator; and within thirty (30) days after submission of the position statements, the Mediator shall issue a decision regarding the dispute.

(iii) The parties share equally share all costs and expenses of the Mediator.

8. Overview of Application of State Funds. As set forth in Sections 12 and 13 below, the State's monetary contribution for a specific Phase (i.e., the State Funds) will be fifty percent (50%) of a certain share (i.e., the State's Proportionate Share) of certain capital costs (i.e., the Authorized Costs), in an amount not to exceed the amount of the State Funds.

9. Overview of Application of Country Contribution. As set forth more fully in Sections 11 – 13 below, for any specific Phase:

(a) The County shall "deposit" the full amount of the County Contribution, either through the direct transfer of funds or the application of the value of the Project Parcel (if applicable).

(b) The full amount of the County Contribution must be "credited" to the County, through disbursements from the State for Authorized State Costs incurred by the County.

(c) For every Disbursement Request approved by the State Project Monitor, fifty (50%) shall be credited to the County Contribution, and fifty percent (50%) shall be reimbursed to the County and credited to the State Funds.

(d) Notwithstanding the amount of the County Contribution, the County shall pay for any and all costs of the Phase Work that exceed any amounts applied from the State Funds.

10. Authorized Costs.

(a) **Generally.** Authorized Costs are the County's actual, reasonable and necessary capital costs of the Phase Work, which are:

(i) authorized under the Act and the laws pertaining to tax-exempt bond financings;

(ii) permitted by generally accepted accounting principles, consistently applied, as established by the Governmental Accounting Standards Board, as reasonably interpreted by DAS, to be capitalized to an asset that is part of the Project; and

(iii) eligible for financing with obligations bearing interest that is excludable from gross income under the Code.

(b) **General Funds Exception.** If the State Funds for a specific Phase come from

General Funds instead of State Bonds, the limitations in Section 10(a)(i) and (iii) above shall not apply to Authorized Costs.

- (c) **Specific Inclusions.** Authorized Costs include, without limitation, the following:
- (i) capital costs related to the Phase Work;
 - (ii) costs of the State Project Monitor;
 - (iii) costs related to the Phase Work by project consultants for the County; and
 - (iv) time spent working on the Project by any employees of the County who may be identified in a Funding Agreement, provided that such time is charged to the Project on a time-spent basis, rather than as a percentage of such employee's total work for the County; that such charges do not include the County's overhead (but may include fringe benefits); and that such charges may be capitalized pursuant to Section 10(a)(ii) above.
- (d) **Specific Exclusions.** For the avoidance of doubt, Authorized Costs do not include internal costs charged to the Project by the County, except to the extent that those costs represent out-of-pocket payments to or for the benefit of unrelated parties.

11. County Contribution: Deposits.

(a) **Generally.** In order to receive credits toward the County Contribution pursuant to Section 12 below, and disbursements from the State Funds pursuant to Section 13 below, the County shall deposit with OJD the full amount of the County Contribution for the specific Phase, pursuant to the applicable Funding Agreement. The County shall deposit the County Contribution as a direct transfer of funds, pursuant to Section 11(b) below, or as a credit for the value of the Project Parcel as provided in ORS chapter 705 and in Section 11(c) below. The County may deposit the full amount of the County Contribution in one or more installments and using any combination of deposits allowed under Sections 11(b) and 11(c) below.

(b) **Direct Transfer of Funds.**

- (i) The County may transfer to OJD any amount of the County Contribution, in one or more installments.
- (ii) Within two (2) business days after OJD's receipt of any amount of the County Contribution transferred by the County, OJD shall transfer such amount into the County's account in the Local Government Investment Pool.
- (iii) Any and all funds that the County transfers to OJD pursuant to this Section 11(b) shall be "original" funds—in other words, the County shall not transfer the same funds to OJD more than once.

(c) **Value of Project Parcel.**

- (i) As of the Effective Date, the Act does not allow the County to apply the value of the Project Parcel as a deposit toward the County Contribution, because the Project Parcel, which has been owned by the County since 1930, was not purchased by the County as the site for the Project.
- (ii) If the Act is amended to allow the value of the Project Parcel as a deposit toward the County Contribution, and the County wishes to do so, the County shall submit the following documents to OJD within one hundred eighty (180) days

after the Effective Date, in accordance with the Act:

- (a) an appraisal that is satisfactory to OJD, in terms of content and timeliness, representing the current value of the Project Parcel; and
- (b) the sale documents representing the actual purchase price of the Project Parcel by the County.

Upon receipt of such documents, OJD shall apply the higher of the appraised value or the purchase price as a deposit to the County Contribution.

12. County Contribution: Credits.

(a) **Generally.** In order to receive credits toward the County Contribution, the County shall submit Disbursement Requests pursuant to this Section 12. The amounts that the County requests pursuant to Disbursements Requests shall be either:

- (i) to reimburse the County for payments that the County has previously made for Authorized State Costs of the Project; or
- (ii) for Authorized State Costs of the Project that the County has incurred and will pay to unrelated third parties no later than five (5) business days after OJD makes the disbursement, as set forth in Section 12(e) below.

(b) **Credits Not to Exceed Deposits.** The total credits to the County for the County Contribution may not at any time exceed the total amount that the County has deposited with OJD pursuant to Section 11 above.

(c) **Form and Frequency of Disbursement Requests.** The County shall submit Disbursement Requests to the State Project Monitor, in the form shown in Exhibit D. Disbursement Requests shall include clear reference to the Project and itemize and explain all expenses in sufficient detail to allow the State Project Monitor to determine whether such expenses represent Authorized Costs. The County shall submit Disbursement Requests to the State Project Monitor no more frequently than once every fourteen (14) days, and no less frequently than every one hundred twenty (120) days.

(d) **Review.** The State Project Monitor shall review each Disbursement Request to determine whether:

- (i) the Disbursement Request is in the form shown in Exhibit D and otherwise complies with Section 12(c) above; and
- (ii) the expenses set forth in the Disbursement Request represent Authorized Costs.

(e) **Approved Amounts.** For any amount set forth in a Disbursement Request that the State Project Monitor deems to be Authorized Costs pursuant to Section 12(d) above, then, after multiplying such amount by the State's Proportionate Share to establish the "Approved Amount":

- (i) fifty percent (50%) of the Approved Amount shall be credited toward the County Contribution; and
- (ii) fifty percent (50%) of the Approved Amount shall be disbursed to the County from the State Funds, pursuant to Section 13 below, and such amount shall be credited toward the State Funds.

- (f) Tracking Credits and Disbursements.** OJD shall keep current and accurate calculations of the credits to the County Contribution and the disbursements from the State Funds, pursuant to Section 12(e) above.
- (g) Disapproved Amounts.** If the State Project Monitor determines that any cost shown on a Disbursement Request is not an Authorized Cost, including whether it represented Misspent Funds, the State Project Monitor shall promptly notify the County of such determination, and none of the disapproved amount shall be credited toward the County Contribution or disbursed to the County from the State Funds. In the event the County reasonably objects to exclusion of any cost shown on a Disbursement Request, the parties will cooperate to resolve the objection as provided in Section 7 above.
- (h) Nonpayment for Work and Materials Accrued.** In the event of a disbursement of State Funds for an Approved Amount for work or materials already received or performed, the County shall, within five (5) business days, pay the supplier such Approved Amount. Any amounts that the County fails to promptly pay such supplier constitute Unspent Funds.
- (i) Retainage: Phase I.** OJD shall retain five percent (5%) of the Approved Amounts from the State Funds. This retainage shall not be disbursed to the County until the County has met the Benchmarks and has contributed the full amount of the County Contribution, and until any mechanics' and materialmen's liens filed against the Project or the Project Parcel have been discharged of record or bonded off.
- (j) Retainage: Phases II and III.** OJD shall retain five percent (5%) of the Approved Amounts from either the Phase II State Funds or the Phase III State Funds. This retainage shall be released to the County as follows:
- (i) Interim releases.** If the County represents in writing that any work on the Project paid as an Approved Amount in either Phase II or Phase III has been satisfactorily completed and that neither the Contractor nor any subcontractors or suppliers on the Project have any valid, unpaid claims or liens against the County, the State or the Project for such Phase Work, and the County provides the State with reasonable documentation substantiating the foregoing, then the State shall release such 5% retainage for the related Phase Work. Notwithstanding the foregoing, 1% of the State Funds associated with either the Phase II Work or the Phase III Work, as the case may be, will be held in retainage until the final release conditions set forth in Section 12(j)(ii) below are met.
 - (ii) Final release.** The retainage not released pursuant to Section 12(j)(i) above shall not be disbursed to the County until the County has met the Benchmarks set forth in the applicable Funding Agreement, has contributed the full amount of the applicable County Contribution, and any mechanics' and materialmen's liens filed against the Project or the Project Parcel have been discharged of record or bonded off.

13. Disbursement of State Funds.

- (a) Generally.** The disbursement of State Funds to the County pursuant to Section 12(e) above is subject to the provisions of this Section 13.
- (b) Maximum State Contribution.** Unless the amount of the State Funds under any Funding Agreement is increased after the effective date of that Funding Agreement, the

State's maximum monetary obligation for that Phase of the Project shall not exceed the State Funds. If the costs of a specific Phase of the Project exceed the Project Financing for that Phase, the County shall be responsible for all additional costs, and the County shall have no claim against the State for any amount that exceeds the amount of the State Funds for that Phase.

(c) Sufficient Appropriations. The disbursement of State Funds under Section 12(e) above, and of the Security Disbursement (as defined in and pursuant to Section 13(e) below), are contingent on OJD receiving sufficient appropriations, limitations, allotments or other expenditure authority from the Oregon Legislative Assembly.

(d) Conditions Precedent. OJD's obligation to disburse the State Funds to the County for any Approved Amount is subject to satisfaction of each of the following conditions precedent, with respect to each disbursement:

- (i)** OJD has received sufficient expenditure authorizations to allow OJD, in the exercise of its reasonable administrative discretion, to make the disbursement.
- (ii)** No County Default has occurred and is continuing.
- (iii)** The County's representations and warranties set forth in Section 6 above are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

(e) Security Disbursement.

(i) The parties anticipate that, in addition to any State Funds, OJD will disburse to the County, during Phase III, a certain amount to be determined by OJD (the "Security Disbursement") from OJD's State Court Facilities Account, for expenditure by the County on certain security equipment for the Project. As a condition to disbursement of the Security Disbursement, the County shall submit invoices or other assurance acceptable to OJD that the Security Disbursement has been or will be spent only on security equipment for the OJD Premises.

(ii) The Security Disbursement is not part of the State Funds and shall not be credited towards the County Contribution. The County's spending of the Security Disbursement for purposes other than as set forth in this Section 13(e) shall constitute Misspent Funds, and the County's failure to spend the Security Disbursement shall constitute Unspent Funds.

14. Payment of State Project Monitor.

(a) The State Project Monitor shall charge his time to the Project on a time-spent basis, rather than as a percentage of the State Project Monitor's total work for OJD, and such charges do not include OJD's overhead (but may include fringe benefits). For each Phase, total costs incurred for the services of the State Project Monitor shall not exceed such amount that may be agreed on by the parties pursuant to a Funding Agreement. OJD shall deliver invoices to the County for the State Project Monitor's services, and the County shall pay the amount due to OJD within thirty (30) days after delivery thereof.

(b) The County shall then submit a Disbursement Request to the State pursuant to Section 12(c) above, and the amount paid thereon by the County shall be multiplied by the State's Proportionate Share treated as an Approved Amount, and:

- (i) fifty percent (50%) thereof shall be credited toward the County Contribution; and
- (ii) fifty percent (50%) thereof shall be disbursed to the County from the State Funds, pursuant to Section 13 above, and such amount shall be credited toward the State Funds.

15. Project Work.

(a) The County shall undertake the Project Work in accordance with Oregon law and for the purposes described in the Act and this Agreement, including but not limited to the following:

- (i) in accordance with OAR 330-135-0010 through 330-135-0055, pertaining to expenditures for solar technology, as applicable to the Project. The County shall provide OJD with copies of all reports required by OAR 330-135-0055 as applicable to the Project and as required by the Oregon Department of Energy; and
- (ii) all statutes and administrative rules relating to Public Works, if the Project is a Public Works as defined in ORS 279C.800(6).

(b) The County shall contract with competent professionals for all Project Work, and shall require all such professionals to possess and maintain all licenses, registrations, insurance, and bonds required by Oregon law.

(c) The County shall be responsible for organizing, advertising and obtaining bids for all aspects of the Project Work in accordance with applicable sections of Oregon Revised Statutes Chapters 279A, 279B, and 279C, other applicable law and local contracting procedures; and in compliance with Oregon Laws 2014, chapter 66 (HB 4111). The County shall document all solicitations, selection and award processes used for contracting the Project Work.

(d) The County shall be responsible for awarding and managing all contracts and property acquisitions necessary to complete the Project Work in accordance with the Project Application and the Initial Plans.

(e) All subagreements that the County may enter into which are funded wholly or in part with Project Financing shall be subcontractual in nature, with the other party engaged in the role of a contractor. The County shall actively administer all subcontracts with contractors to ensure that the terms of the subcontract are consistent with the terms of this Agreement to ensure compliance with the terms of the subcontract, and to ensure the contractor's support for the intended purposes of this Agreement and the Act.

(f) The Project Work shall be performed in compliance with all applicable federal, state and local laws and ordinances.

(g) Neither execution of this Agreement nor approval of the Project Plans and Specifications by OJD or DAS shall be construed as a representation or warranty by the State that the Project Plans and Specifications are in compliance with any building or other code or other applicable governmental requirements.

(h) The State and the Colocation Agency and their employees, agents and representatives (including, without limitation, the State Project Monitor, the Presiding Judge, the Trial Court Administrator and the Colocation Contact) shall have access to the

Project, the Project Parcel and Project documentation and records at all times throughout the term of this Agreement, and as otherwise required under this Agreement, to inspect the work, operation and accounting records related to the Project.

(i) The County shall promptly provide notice to OJD of any credible evidence that a principal, employee, agent, contractor, subcontractor, supplier or other person has submitted a false claim under the False Claims Act, ORS 180.750 to 180.785, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving the Project Financing.

(j) During the term of this Agreement, the County shall, promptly upon request, deliver to the State Project Monitor any requested information relating to the Project Work, in sufficient detail to enable the State Project Monitor to determine whether the Project Work is proceeding in a timely fashion.

(k) The County shall pay when due all claims for work performed on the Project Work by or through County for services rendered or materials furnished to the Project, and shall keep the Project and the Project Parcel free from any liens arising by or through the County. If any such lien shall at any time be filed against the Project or the Project Parcel, or any portion thereof, the County shall cause the same to be discharged of record or bonded off, as permitted by statute, within thirty (30) days after the County's receipt of notice of same.

(l) The Project will not be enrolled in the State Energy Efficiency Design (SEED) program.

16. Funding Agreements. In order to memorialize the State's contribution of State Funds for Phases of the Project, and the parties' other obligations and understandings regarding those Phases, the parties shall enter into Funding Agreements.

17. Terms and Conditions of Leases.

(a) **Generally.** In the event the parties enter into the Phase III Funding Agreement, then during Phase III the parties shall finalize and enter into the OJD Lease, and the County shall enter into the Colocation Lease, in accordance with the provisions of this Section 17.

(b) **Lease Terms.** The State Leases shall contain the following general terms and conditions:

(i) The initial term of the State Leases shall last until the State Bonds mature or full payment of the Defeasance Costs of the State Bonds, whichever occurs first.

(ii) During the initial term of the State Leases, OJD and the Colocation Agency shall not pay any rent to the County.

(iii) OJD and the Colocation Agency may each extend the initial term of the State Leases, at a monthly fair market rent.

(iv) OJD and the Colocation Agency shall, at their own expense, provide consumables (e.g., toilet paper, paper towels, etc.).

(v) The County shall, at its own expense, maintain, repair and replace the

State Premises.

(vi) The County shall provide, at its own expense, all utilities and services, including janitorial services, to the State Premises.

(vii) During the term of the State Leases, in the event any portion of the Project outside of the State Premises becomes available for rent, OJD or the Colocation Agency can rent such portion from the County at fair market value.

18. Misspent Funds and Unspent Funds.

(a) **Notice.** If the State Project Monitor determines that there are Misspent Funds or Unspent Funds by the County, including pursuant to Section 12(g) or 12(h) above, the State Project Monitor shall provide notice to the County describing the amount and nature of such Misspent Funds or Unspent Funds.

(b) **Cure.** Within thirty (30) days after receipt of the notice described in Section 18(a) above, or such longer period as the State Project Monitor may (but is not obligated to) approve at the County's request:

(i) with regard to Misspent Funds: the County shall pay OJD the amount of the Misspent Funds, and OJD shall reverse the credits to the County Contribution and the State Funds for such amounts.

(ii) with regard to Unspent Funds, the County shall provide evidence satisfactory to the State Project Monitor that the County has spent the Unspent Funds for Authorized Costs.

A failure by the County to cure the Misspent Funds or the Unspent Funds pursuant to this Section 18(b) shall constitute a County Default.

(c) **Resolution.** If the County disputes a determination made by the State Project Monitor under this Section 18, the County may utilize the dispute resolution procedures in Section 7 above to assist in resolving the dispute. Notwithstanding Section 18(b) above, during the period in which the State and the County are pursuing resolution of the dispute pursuant to Section 7 above, failure by the County to cure the Misspent Funds or the Unspent Funds shall not constitute a County Default.

19. Taxes and Assessments; Utilities. During the Project Work, the County shall pay all taxes, utility charges and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project or the Project Parcel. If any governmental charges may lawfully be paid in installments over a period of years, the County may pay those charges in installments. The County may contest in good faith the validity or application of any tax, utility charge or governmental charge in any reasonable manner, so long as the contest does not subject any portion of the Project or the Project Parcel to loss or forfeiture.

20. Tax Covenants. The following covenants by the County apply to any State Funds that arise from State Bonds:

(a) **Generally.** The County covenants for the benefit of the State and the owners of the State Bonds that it shall comply with all provisions of the Code which are required for interest on the State Bonds to be excluded from gross income for federal taxation

purposes. In determining what actions are required to comply, the County may rely on an opinion of the State's bond counsel.

(b) Specific Covenants. The County makes the following specific covenants with respect to the Code:

(i) The County shall not take any action or omit any action that would cause the State Bonds to become "arbitrage bonds" under Section 148 of the Code or "private activity bonds" under Section 141 of the Code.

(ii) The County shall, at the request of DAS, cooperate with DAS to provide information DAS may need to compute any arbitrage rebate payments which may be due from DAS in connection with the State Bonds.

21. County Not a State Officer, Employee or Agent. The County is not an "officer," "employee" or "agent" of the State, as those terms are used in ORS 30.265.

22. Insurance. Upon the commencement of any Project work upon the Project Parcel, and through the remainder of the term of this Agreement, the County shall maintain in full force and effect throughout the entire term of this Agreement, property insurance for the perils of all risks of direct physical loss or damage including earthquake and flood covering the Project and the Project Parcel in an amount at least equal to the amount of the Project Financing. Insurance proceeds from an insured loss affecting the Project or the Project Parcel shall be exclusively used by the County to rebuild, repair and restore the Project and the Project Parcel in a manner consistent with the terms of this Agreement. The County shall consult with OJD regarding the plans for rebuilding, repairing and restoring the Project and the Project Parcel and such plans shall be subject to OJD's approval, which shall not be unreasonably withheld. OJD shall be provided notice of any cancellation or material modification to the policy at least thirty (30) days prior to the effective date of such cancellation or change. A properly executed certificate of insurance shall be provided to OJD on or before the Effective Date, and thereafter at least thirty (30) days prior to the effective date of any renewal or replacement policy. The policy shall be issued by companies licensed or authorized to provide insurance in the State of Oregon. The policy shall be written by an insurance company that meets or exceeds an A VII rating of A.M. Best Company or for those qualified companies that are not rated by A.M. Best Company a rating equivalent or better than an A.M. Best A VII. Notwithstanding the foregoing, the County may satisfy its insurance obligations through its existing self-insurance program, provided that the Project Parcel shall be insured at the same level, and under the same conditions, as if the above insurance had been procured. The County's self-insured deductible shall not exceed \$100,000 each loss, except the earthquake and flood deductible shall not exceed five percent (5%) of each loss or \$100,000, whichever is more, without prior consent of OJD.

23. County Default. Any of the following shall constitute a County Default:

(a) The County fails to meet the Benchmarks by the Phase Completion Date.

(b) The County fails to perform, observe or discharge any of its other duties or obligations under this Agreement (except for curing Misspent Funds or Unspent Funds as set forth in Section 23(c) below) within thirty (30) days after notice from the State

specifying the nature of the failure with reasonable particularity; or, if such failure cannot reasonably be completely remedied within such 30-day period, then within such longer times as the failure can reasonably be remedied, in the State's reasonable discretion and as set forth in the notice to the County.

(c) The County fails to cure any Misspent Funds or Unspent Funds as required by Section 18(b) above.

(d) Any representation or statement made by the County in this Agreement or in any document or report relied upon by the State or the State Project Monitor, as the case may be, to approve a Disbursement Request, monitor the Project as provided herein or disburse Project Financing, is untrue in any material respect when made.

(e) The County declares itself or is adjudicated insolvent or bankrupt, applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all or any substantial part of its assets, or a proceeding or case is commenced, without the application or consent of the County, in any court of competent jurisdiction, seeking: (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of the County; or (2) the appointment of a trustee, receiver, custodian, liquidator or the like for the County or of all or any substantial part of its assets.

24. State's Remedies for County Default. Upon a County Default, the State, may, at its option, pursue any or all of the remedies available under this Agreement and at law or in equity, including but not limited to:

(a) ceasing disbursement of State Funds;

(b) terminating this Agreement and/or any applicable Funding Agreement;

(c) recovering from the County any State Funds disbursed to the County from General Funds, or the Defeasance Costs for any State Funds disbursed to the County from State Bonds, within sixty (60) days after the termination;

(d) bringing an action at law to recover damages incurred as a result of the County Default, in order to recover all State Funds disbursed to the County hereunder, with interest thereon; and

(e) seeking any equitable remedies, including specific performance, which may be available to the State.

25. State Default and County's Remedies for State Default.

(a) **Default by State.** Any of the following shall constitute a State Default:

(i) The State fails to pay the County any amount as required by any applicable Funding Agreement, and OJD fails to cure such failure within thirty (30) days after the County's notice or such longer period as the County may specify in such notice; or

(ii) The State commits any material breach or default of any covenant, warranty or obligation under this Agreement other than one described in Section 25(a)(i) above, and such breach or default is not cured within thirty (30) days after the County's notice or such longer period as the County may specify in such notice.

- (b) County's Remedies for State Default.** In the event of a State Default, the County may, at its option:
- (i)** terminate this Agreement and/or any applicable Funding Agreement;
 - (ii)** bring an action at law to recover damages incurred as a result of the State Default;
 - (iii)** bring an action at law in order to recover all County Contributions hereunder, with interest thereon; and
 - (iv)** pursue any or all of the remedies available to it under this Agreement and at law or in equity.

26. Termination by State or County.

(a) In the event OJD fails to receive sufficient appropriations, expenditure limitations and other state authorizations to permit OJD in the reasonable exercise of its administrative discretion to continue making payments under this Agreement, OJD may immediately terminate this Agreement without penalty or liability, effective upon the delivery of notice to the County.

(b) In the event the County fails to receive sufficient appropriations, expenditure limitations and other authorizations to permit the County in the reasonable exercise of its administrative discretion to continue making payments under this Agreement, the County may immediately terminate this Agreement without penalty or liability, effective upon the delivery of notice to the State, except that in such event the Defeasance Costs for any State Funds disbursed to the County from State Bonds, within sixty (60) days after the termination.

27. Defeasance Costs.

(a) Generally.

- (i)** The County has no obligation to pay Defeasance Costs except where specifically provided for in this Agreement.
- (ii)** Upon the request of the County, the State shall promptly provide to the County a calculation of the Defeasance Costs as of a specific date.
- (iii)** In the event the amount of Defeasance Costs paid by the County hereunder exceeds the State's actual Defeasance Costs, the State shall refund the excess to the County within thirty (30) days after the defeasance is accomplished. If the amount of Defeasance Costs paid by the County to the State is less than the State's actual Defeasance Costs, the State shall so notify the County and the County shall pay the deficiency to the State within thirty (30) days after the State notifies the County.

(b) Real Property Termination Interest. If the County, in its reasonable discretion, is not able to directly pay the State the Defeasance Costs or any portion thereof as maybe required herein, the County may convey to the State a Real Property Termination Interest in accordance with this Section 27(b). The proposed Real Property Termination Interest that the County proposes to convey shall be equal to or greater than the unpaid Defeasance Costs, and must be acceptable to the State, in the State's sole discretion. The County shall provide to the State any documentation requested by the State to

substantiate the value of the Real Property Termination Interest or to otherwise affirm the condition of the Real Property Termination Interest.

28. Parties' Contribution for Third Party Claims; Indemnification.

(a) Generally. If any third party makes any tort claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a party (the "Notified Party") with respect to which the other party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party of the Third Party Claim and deliver to the Other Party, along with the notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section 28, and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing, are conditions precedent to the Other Party's contribution obligation under this Section 28 with respect to the Third Party Claim.

(b) State Contribution. With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

(c) County Contribution. With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

(d) All Other Claims. For any other claim, suit, class action suit, or proceeding alleging discriminatory, unconstitutional, or otherwise unlawful conduct with respect to either party's acts or refusal to act under this Agreement, each party shall indemnify and defend the other, and their elected officials, officers, employees, and other agencies from and against all claims, suits, actions, losses, damages, liability, costs and expenses of any nature whatsoever arising out of or relating to their acts or omissions or the acts or omissions of their elected officials, officers, employees, subcontractors or agents under this Agreement.

29. Independent Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties. Any agreement entered into by the County relating to the Project is not an obligation of the State. The County shall not represent that it has the power or authority to obligate the State.

30. No Third-Party Beneficiaries. DAS, OJD and the County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. Notwithstanding the foregoing, the State Project Monitor has all of the rights as set forth in this Agreement.

31. Subcontracts, Successors and Assignments. The County's entry into any subcontracts for any portion of the Project shall not relieve the County of any of its duties or obligations under this Agreement. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties, and their respective successors and permitted assigns, if any.

32. Compliance with Applicable Law.

(a) The County shall comply with all applicable federal, state and local laws, rules, regulations, executive orders, ordinances or orders applicable to this Agreement and the Project. Without limiting the generality of the foregoing, the County expressly agrees to comply with the following, and all regulations and administrative rules established pursuant thereto:

- (i)** Workers' Compensation Laws (ORS Chapter 656);
- (ii)** Wages, Hours and Records Laws (ORS Chapter 652);
- (iii)** Conditions of Employment Laws (ORS Chapter 653);
- (iv)** Safety and Health Regulations (ORS Chapter 654); and Unemployment Insurance (ORS Chapter 657);
- (v)** Titles VI and VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color or national origin;
- (vi)** Sections 503 and 504 of the Rehabilitation Act of 1973, as amended;
- (vii)** the Americans with Disabilities Act of 1990, as amended;

- (viii) the Health Insurance Portability and Accountability Act of 1996;
 - (ix) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;
 - (x) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended;
 - (xi) Discrimination against disabled persons (ORS 659A.142);
 - (xii) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92.255) as amended, relating to nondiscrimination on the basis of drug abuse;
 - (xiii) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91.616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (xiv) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-34), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (xv) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 - (xvi) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made;
 - (xvii) the requirements of any other nondiscrimination statute(s) which may apply to the application; and
 - (xviii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations not set forth in this Section 32(a).
- (b) The County shall ensure that any architectural or engineering services contract, construction or CM/GC contract and all of the first-tier subcontracts for Project Work or materials resulting from this Agreement shall include the terms of this Section 32. The County shall make reasonable efforts to ensure that all contractors performing Project work or providing materials under contracts resulting from this Agreement shall comply with the terms of this Section 32.

33. Records Maintenance; Review and Audit.

- (a) The County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles, consistently applied. In addition, the County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the County's performance. The County acknowledges and agrees that DAS, OJD, the Oregon Secretary of State's Office and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of County that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts, for the period of time set forth in Section 33(c) below.
- (b) Upon request, the County shall promptly provide the State with any other such information regarding the Project as the State may require.
- (c) The County shall retain and keep accessible all such financial records, books,

documents, papers, plans, records of shipments and payments and writings until the later of six (6) years after the completion of the Project Work, or the date of the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

34. Notice.

(a) Generally. Any notices, demands, deliveries or other communications required under this Agreement shall be made in writing and delivered by one of the methods set forth in Section 34(b) below to the address of the parties or the State Project Monitor, as set forth in the Project Summary and Contact Information above, unless a party or the State Project Monitor modifies its address by notice to the other parties and the State Project Monitor, as applicable. The phone numbers listed in the Project Summary and Contact Information are for convenience only, and any information delivered by phone to a party or the State Project Monitor shall not constitute notice under this Agreement.

(b) Delivery.

Method of delivery	When notice deemed delivered
In person (including by messenger service)	the day delivered, as evidenced by signed receipt
Email	the day sent (unless sent after 5:00 p.m., P.T., in which case the email shall be deemed sent the following business day)
US Mail (postage prepaid, registered or certified, return receipt requested)	the day received, as evidenced by signed return receipt, or three (3) days after the mailing date if delivery is refused
Courier delivery (by reputable commercial courier)	the day received, as evidenced by signed receipt

If the deadline under this Agreement for delivery of a notice is a Friday, Saturday, Sunday or federal or State of Oregon holiday, such deadline shall be deemed extended to the next business day.

35. Severability; Waiver.

(a) Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.

(b) Waiver. The failure by a party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

36. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding between the State of Oregon and the County that arises from or relates to this Agreement shall be

brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. In no event shall this Section 36 be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim, action suit or proceeding or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

37. Entire Agreement; Amendments.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof, except that this Agreement is intended to be interpreted consistent with any separate Funding Agreements entered into between the parties regarding the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

(b) Amendments. No amendment, waiver, consent, modification or change of terms of this Agreement shall bind a party unless in writing and signed by both parties. Such amendment, waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

38. Time is of the Essence. Time is of the essence in the performance of the terms of this Agreement.

39. Survival. All provisions of this Agreement set forth under the following Section headings shall survive expiration or termination of this Agreement:

- (a)** 15 – Project Work;
- (b)** 20 – Tax Covenants;
- (c)** 23 – County Default;
- (d)** 24 – State’s Remedies for County Default;
- (e)** 25 – State Default and County’s Remedies for State Default;
- (f)** 27 – Defeasance Costs
- (g)** 28 – Parties’ Contribution for Third-Party Claims; Indemnification;
- (h)** 30 – No Third-Party Beneficiaries;
- (i)** 31 – Subcontracts, Successors and Assignments;
- (j)** 33 – Records Maintenance; Review and Audit;
- (k)** 35 – Severability; Waiver;
- (l)** 36 – Governing Law; Venue; Consent to Jurisdiction; and
- (m)** Any other provision of this Agreement that by its terms is intended to survive.

[remainder of page intentionally left blank]

The State and the County, by execution of this Agreement, each hereby acknowledge that each has read this Agreement, understands it and agrees to be bound by its terms and conditions.

**The State of Oregon,
acting by and through its Department of Administrative Services (DAS):**

Print Name: _____

Title: _____

Signature: _____

**The State of Oregon,
acting by and through its Judicial Department (OJD):**

Print Name: _____

Title: _____

Signature: _____

*Approved as to Legal Sufficiency for the
State:*

By: _____
Shelby E. Robinson, Assistant Attorney General

*Approved as to all provisions relating to the Department of Human Services, as
Colocation Agency hereunder:*

**The State of Oregon,
acting by and through the Department of Human Services (Colocation Agency):**

Print Name: _____

Title: _____

Signature: _____

*Approved as to all provisions relating to the Office of Public Defense Services, as
Colocation Agency hereunder:*

**The State of Oregon,
acting by and through the Office of Public Defense Services (Colocation Agency):**

Print Name: _____

Title: _____

Signature: _____

Clackamas County, Oregon (County):

Print Name: _____

Title: _____

Signature: _____

Reviewed for the County:

_____, COUNTY ATTORNEY
FOR CLACKAMAS COUNTY, OREGON

By: _____
_____, Assistant County Counsel

#9156434v10

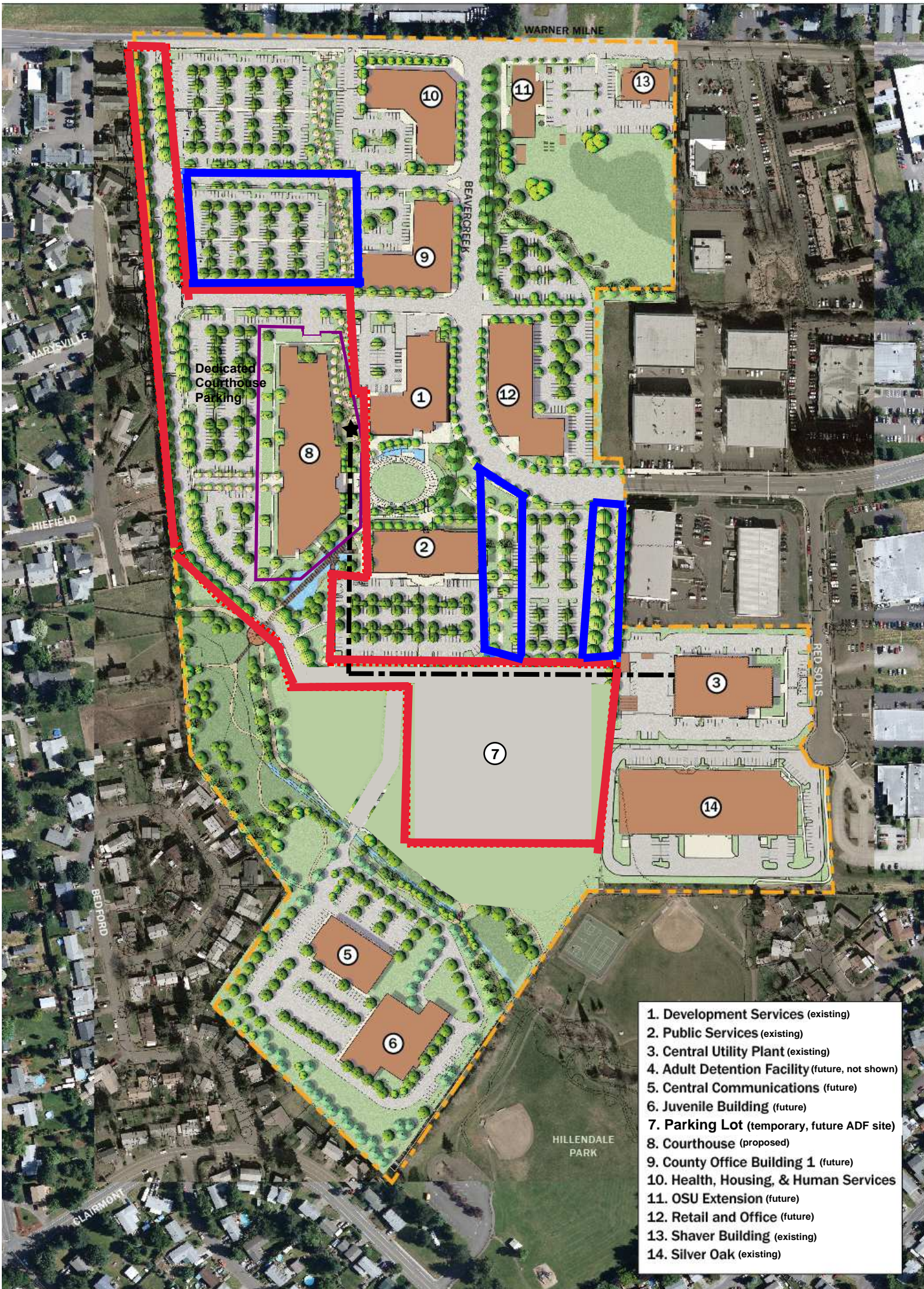
Exhibit A

Red Soils Parcel and Project Parcel



PROJECT PARCEL

POTENTIAL ADDITIONAL PROJECT PARCEL AREA



- 1. Development Services (existing)
- 2. Public Services (existing)
- 3. Central Utility Plant (existing)
- 4. Adult Detention Facility (future, not shown)
- 5. Central Communications (future)
- 6. Juvenile Building (future)
- 7. Parking Lot (temporary, future ADF site)
- 8. Courthouse (proposed)
- 9. County Office Building 1 (future)
- 10. Health, Housing, & Human Services
- 11. OSU Extension (future)
- 12. Retail and Office (future)
- 13. Shaver Building (existing)
- 14. Silver Oak (existing)

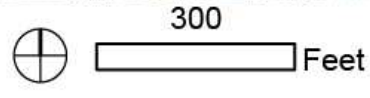


Exhibit B

Initial Plans

1.00 Public Facilities & Building Support Spaces								
	Staff			Area				notes
	2050 proposed additional staff	2050 proposed staff total	full or part time	or enclosed (E) staff office	2050 quantity	2050 unit area	2050 subtotal	
1.1 Main Entrance and Lobby								
Building Entrance Vestibule					2	250	500	Energy code req'd into main lobby, could be combined with screening station
Security Public Queuing					2	270	540	Space for 30 people at 9 sf/ person. Wide & shallow space.
Security Screening Station					2	180	360	2 magnetometers, one at west and east entrance
Screening Staff Work Room					1	120	120	
Screening Staff Break/ Locker Room					1	300	300	provide 8-10 half height lockers, break time food storage/prep
Staff Entry Screening Station					1	150	150	1 magnetometer. Also use for delivery screenings, CCSO entry.
Staff Entry Queuing					1	100	100	
Facility Security Officer (FSO) Public Desk					1	150	150	Space for 2 people and security monitoring equipment.
Main Lobby					1	1,500	1,500	Include stand-up stations for completion of forms, seating
Information Desk					1	200	200	Room with bullet-proof glass. Accommodate 2 staff.
Information Kiosk/ Monitors					1	-	-	In Main Lobby and on upper floors.
Total FTE/ Net Square Footage Total							3,920	
Circulation Factor							5%	196
Departmental Gross Square Footage Total								4,116

1.2 Building Amenities and General Support								
	Staff			Area				notes
	2050 proposed additional staff	2050 proposed staff total	full or part time	open (O) or enclosed (E) staff office	2050 quantity	2050 unit area	2050 subtotal	
Restrooms								
Public Restrooms					8	280	2,240	Quantity based on two per floor, four floors. No doors preferred.
Family Restrooms (individual stall)					4	64	256	One per floor
Lactation Room-jury use					1	100	100	One per floor, placed with ability to be accessed by all jury members
Lactation Room-public use					1	100	100	Placed near 'Court Care'
Lactation & Wellness Room-staff use					2	120	240	Lactation & wellness, 1/per 75 employees per ORS-839-020-0051

1.00 Public Facilities & Building Support Spaces									
'Court Care' Child Care Facilities									
						-	-		Accommodate 10 - 12 children at a time
Reception/ Check-In					1	120	120		
Staff Office					1	120	120		
Play Area					1	300	300		
Kitchenette					1	80	80		
Individual stall restroom					2	64	128		
Staff Lockers & Restroom									
Locker/ Changing / Restroom (Male)					1	400	400		1 toilet, 1 urinal, 2 lav, 2 showers, 10 double high lockers-secure area
Locker/ Changing /Restroom (Female)					1	400	400		2 toilets, 2 lav, 2 showers, 10 double high lockers-secure area
Individual Stall Shower/Changing/Restroom					1	100	100		1 toilet, 1 sink, 1 shower, no locker-secure area
Bicycle Storage Room-Staff					1	300	300		25 bikes, floor space for fix-it stand-secure area
Mail Room					1	360	380		Separate mechanical system from building w/internal shut down & duress
Loading Dock & Basement Entrance									
Security Access Office					1	160	160		Needs viewing window to dock approach, near secure man-door entrance
Dock Area					1	1,600	1,600		For off-loading of furniture, office supplies
Receiving/ Holding Area					1	400	400		Separated Courts/County
Building Manager Office					1	140	140		
Central Maintenance Shop/ Storage					1	180	180		
Central Janitorial Storage					1	300	300		Workbench, tools, hand trucks
Information Technology Receiving/Storage					1	240	240		Receiving, parts storage
Courts Technical Service Receiving/Storage					1	240	240		Receiving, new builds work surface, parts storage & surplus staging
Court Misc. Storage					1	180	180		Basement
Sheriff Misc. Storage					1	180	180		Basement
County Misc. Storage					1	360	360		Basement
Central Garbage/Recycling Sorting and Storage					1	360	360		Basement
Floor Amenities									
Janitor Closets					8	60	480		two per floor. One on public side, one on secure side
Total FTE/ Net Square Footage Total									
	0	0	0%				10,084		
Circulation Factor									
						25%	2,521		
Departmental Gross Square Footage Total									
							12,605		
	Staff			Area					
	2050 proposed additional staff	2050 proposed staff total	full or part time	open (O) or enclosed (E) staff office	2050 quantity	2050 unit area	2050 subtotal		notes
1.3 Building Systems Support Spaces									
Elevators & Vertical Transportation									
Public Elevators					2	200	400		Includes vestibule
Public Elevator Machine Room					1	100	100		
Staff Elevators					2	200	400		Includes vestibule

1.00 Public Facilities & Building Support Spaces								
Staff Elevator Machine Room					1	100	100	
Service Elevator					1	120	120	Includes vestibule
Service Elevator Machine Room					1	100	100	
In-Custody Elevators					2	100	200	Assumes that central holding and distribution is stacked vertically. Size for gurney.
In-Custody Elevator Machine Room					2	200	400	
In-Custody Stair					1	260	260	Assumes that central holding and distribution is stacked vertically
Courts Staff Secure Stair					2	260	520	As needed for exiting, allows secure stair travel in lieu of elevator
Public Stair					2	260	520	As needed for exiting
Data/ Network Support Areas								
Telcom Entrance Facility					1	200	200	
Main Distribution Frame (MDF)					1	700	700	Needs independent and backup 24/7 cooling
Floor Intermediate Distribution Frame (IDF) Room					4	200	800	One Per floor. County requires them stacked vertically and horizontally, entering electrical from hallway, accessing IDF through electrical room
Courts Server Room					1	400	400	
Courts Floor IDF Room					4	200	800	
Electrical Support Areas								
Floor Electrical Room					4	250	1,000	One Per floor. See Floor IDF Room
Generator					1	600	600	Needs to be placed by exterior wall for intake and exhaust
Green Power Inverter					1	36	36	Needs ventilation, can be located on roof/penthouse area or basement
Media Areas								
Central Switching Room					1	200	200	
Gear room for information monitors/kiosk					1	150	150	
Primary Mechanical								Evaluate size/ location for future courthouse expansion.
Central Utility Plant (CUP) Connection					1	900	900	
AHU Shafts					2	100	200	Stacked vertically, do place near elec or IDF rooms or near conference spaces
Plumbing Support Areas								
Fire Control Center					1	100	100	Will also need annunciator panel visible from an entry door
Rainwater Storage Tank + Pumps					1	3,000	3,000	Could be divided in half to serve landscaping on both sides of the building, targeting 20,000 cubic feet total-similar to system at DSB Facility
Total FTE/ Net Square Footage Total	0	0	0%				12,206	
Circulation Factor						15%	1,831	
Departmental Gross Square Footage Total							14,037	

2.00 Courtrooms and Ancillary Support - Collegial Chambers													
	Staff				Area			Oregon Facilities Criteria 2007	California Trial Court Std.	Utah Judicial Facility Design Std	Notes		
	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	or enclosed (E) staff office	2050 quantity	2050 unit area					2050 subtotal	unit area
2.1 Civil/ Criminal Circuit Courtrooms and Ancillary Support													
Courtrooms													
Large Civil/ Criminal Courtroom						1	3,400	7,200	2,200 - 2,400	2,100 - 2,400	2,400 - 2,600	16-person jury box, gallery for 80, dedicated jury deliberation	
Standard Civil/ Criminal Courtroom						8	3,600	11,800	1,500 - 1,800	1,600 - 1,800	1,600 - 1,800	14-person jury box, gallery for 40, dedicated jury deliberation	
Large Family Courtroom						1	2,100	2,100				No jury box, gallery for 60	
Remote Court Observation/ Testimony						1	100	100					
Standard Family Courtroom						2	1,600	4,200	1,100 - 1,200			No jury box, gallery for 30	
Remote Court Observation/ Testimony						2	100	200					
Child Waiting Area						1	400	400				Dedicated to Family Courts secure area. Confirm size.	
Treatment Court						1	1,400	1,400				No jury box, gallery for 60 (1,400 sf min.)	
Courtroom Ancillary Spaces													
Attorney/ Client Conference Rooms						16	100	1,600		100	120	One for each courtroom	
Witness Waiting room						16	100	1,600		100	120	One for each courtroom	
Sound-Lock Vestibules at entry to Courtroom						16	64	1,024		64	80		
Staff ADA Access Ramp						16	100	1,600		-	-	One of each courtroom type.	
Jury Deliberation													
Jury Deliberation Room						12	350	4,200	50 (no incl. restroom and refreshment area)	350	large 530 (incl. restroom & vestibule)	Can share 3-4 courtrooms, provide acoustic/ tackable panels and window coverings	
Juror Restroom						12	64	768		60		Unisex restroom.	
Juror Lactation Room												Shown in Public & Building Support Program	
Sound-Lock Vestibules						12	64	768		64	80		
A/V Equipment						12	15	180		-	15		
Closet and Galley						12	15	180		-	64 (file/work/storage)		
Impaneled Jury Waiting						1	450	450					
Courtroom Holding													
In Custody Elevators												Shown in Public & Building Support Program	
Holding						11	55	605		55 SF for ADA/individual		At courtrooms	
Holding Vestibule + Deputy Workstation						11	136	1,496				At Courtrooms	
Sound-Lock Vestibule at entry to Courtroom						11	100	1,100					
Prisoner Interview Booth/ Temp. Holding						7	90	630		90	60 min.	One in basement holding, and 1 per pair of courtrooms	
Attorney Vestibule Area												One per pair of courtrooms	
Courtroom Floor Judicial Staff Support Areas													
Judicial Conference Rooms													
									Conference Small 120 - 150		Conference 120	Shown in Judicial Chambers	
Staff Restrooms						8	64	512				One per pair of courtrooms.	
Shared Staff Work Area						9	100	900				One per pair of courtrooms.	
Totals													
Total FTE/ Net Square Footage Total	0	0	0	0%				45,897					
Circulation Factor								30%				14,069	
Departmental Gross Square Footage Total								60,966					

2.00 Courtrooms and Ancillary Support - Collegial Chambers										unit area	unit area	unit area	notes
	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	open (O) or enclosed (E) staff office	2050 quantity	2050 unit area	2050 subtotal		California Trial Court Std.	Utah Judicial Facility Design Std		
2.2 Judicial Chambers													
Presiding Judge Chambers													
Presiding Judge Office	1	0	1	FT	E	1	300	300	350 (not incl. restroom)				
Closet							15	15					
Circuit Court Judge Chambers													
Circuit Court Judge Office	10	5	15	FT	E	15	300	4,500	350 (not incl. restroom)	400 incl. restroom	380 (without conferencing) 320 (with conferencing)	Allow for building expansion to accommodate growth	
Closet							15	15					
Referee Chambers													
Referee Office	1	1	2	FT	E	2	300	600	350 (not incl. restroom)				
Shared Collegial Spaces													
Reception/ Waiting Area						20	60	1,200				60	
Judicial Assistants	11	7	18	FT	O	18	64	1,152	Workstation Medium 64 - 80		Workstation 80		
Judicial Clerks	11	7	18	FT	O	18	64	1,152	Workstation Medium 64 - 80		Workstation 68		
Referee Staff Support	0	1	1	FT	O	1	64	64	Workstation Medium 64 - 80				
Judicial Conference Rooms - Small						8	150	1,200	Conference Small 120 - 150		Conference Small 120		
Judicial Conference Rooms - Large						4	550	2,200			Conference Large 240	Accommodate 20 - 25, use 25 SF/person	
Work Room						8	120	960					
Break Room/ Lounge						2	350	700					
Support Spaces													
Closet						4	15	60			120 (file/storage)		
Restroom						8	64	512				Unisex, 2 per 5 chambers	
AV Equipment Control						4	100	400					
Total FTE/ Net Square Footage Total	34	21	55	62%				17,168					
Circulation Factor								30%					
Departmental Gross Square Footage Total								22,158					
2.3 Grand Jury													
Reception/ Waiting						1	150	150		0 - 300			
Touch-down Workstations	0	0	0	FT	O	2	64	128					
Galley Kitchenette						1	60	60					
Victims/ Witness Waiting						2	150	300			120		
Sound-Lock Vestibule						1	64	64					
Grand Jury Room						1	400	400				Potential use M/W and T/T/h, confirm size for 60 occupants	
Total FTE/ Net Square Footage Total	0	0	0	0%				1,102					
Circulation Factor								30%					
Departmental Gross Square Footage Total								1,433					
Total FTE	34	21	55	62%									
Total Courtrooms & Ancillary Support Areas													
Net Square Footage:								65,167					
Departmental Gross Square Footage:								84,737					

3.00 Court Operations											
	Staff				Area				California Trial Court Std.	Utah Judicial Facility Design Std	notes
	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	open (O) or enclosed (E) staff office	2050 quantity	2050 unit area	2050 subtotal	unit area	unit area	
3.1 Circuit Court Administration											
Reception and Waiting Area									Staff Reception/ Wait 100 - 140	10 sf/person	
Receptionist	0	0	0	FT	O	1	64	64	Workstation Medium 64 - 80	Workstation 80	
Administrative Staff											
Trial Court Administrator	1	0	1	FT	E	1	275	275	Office Director 240 - 300		
OJD Manager 2	1	0	1	FT	E	1	120	120	Office Medium 120 - 150		
Court Administrative Staff	1	1	2	FT	O	3	64	192	Workstation Medium 64 - 80		Staff provides orientation for new staff, provide acoustic privacy/huddle space
Shared Court Operations Staff Spaces											
Conference Room - Small						2	150	300	Conference Small 120 - 150	Conference Small 120	
Conference Room - Medium						3	300	900	Conference Medium 240 - 300	Conference Medium 160	
Conference Room - Large						1	700	700		Conference Large 240	
Conference Room/ Training - Large						1	1,200	1,200	Training Room Large 1,200		Restricted access for judicial staff.
Copy/Work Room/Recycling						2	330	660	80 - 100	100+	May need to be allocated in clusters due to distance, like at Long Beach controlled by Courts Admin staff
Supply Room						1	100	100			
Coffee Bar						3	60	180			
Staff Lounge/ Quiet Room						1	200	200			
Break Room						1	2,000	2,000			
Staff Restrooms						6	64	384			staff use only
Total FTE/ Net Square Footage Total	4	1	5	25%				7,331			
Circulation Factor								35%			
Departmental Gross Square Footage Total								9,897			
	Staff				Area				California Trial Court Std.	Utah Judicial Facility Design Std	notes
	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	open (O) or enclosed (E) staff office	2050 quantity	2050 unit area	2050 subtotal	unit area	unit area	
3.2 Technical Services Staff											
Technical Services Staff	3	1	4	FT	O	4	64	256	Workstation Medium 64 - 80		Does not need to be adjacent to Courts Admin or other Court Ops Does need separation from County TS functions.
Technical Services Temp Staff	1	0	1	FT	O	1	64	64	Workstation Medium 64 - 80		
Storage						1	300	300			larger door(s), racks, 4-5 carts, recycling
IT Equipment/ Work Room						1	250	250			
Receiving Storage (Basement)											See Public & Building Support
Total FTE/ Net Square Footage Total	4	1	5	25%				870			
Circulation Factor								40%			
Departmental Gross Square Footage Total								1,218			

Court Operations												
	Staff				Area				California Trial Court Std.	unit area	unit area	notes
	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	open (O) or enclosed (E) staff office	2050 quantity	2050 unit area	2050 subtotal				
3.3 Treatment Courts Staff												
Reception/waiting area						1	120	120				
Treatment Courts Staff	2	1	3	FT	O	3	64	192	Workstation Medium 64 - 80			
Locking File Room						1	120	120		120		
Treatment Courts Dedicated Meeting Room						1	150	150	Conference Small 120 - 150			
Total FTE/ Net Square Footage Total	2	1	3	50%				462				
Circulation Factor								40%				
Departmental Gross Square Footage Total								647				

Court Operations												
	Staff				Area				California Trial Court Std.	unit area	unit area	notes
	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	open (O) or enclosed (E) staff office	2050 quantity	2050 unit area	2050 subtotal				
3.4 Family Law Staff												
Reception/waiting area						1	120	120				Locate in area opposite of Treatment Courts
Family Law Facilitator	0	1	1	FT	O	2	64	128				Facilitators will receive people in dedicated conference center, not at wks
Family Law Resource Center/ Training/ Self-Help						1	500	500				See Centralized Public Service and Payment Center
Front Counter presence- 1 Stall + Kiosk for file viewing)						2	170					Need slightly larger than typical small conference room
Dedicated Conference Room - Small Plus												
Total FTE/ Net Square Footage Total	0	1	1					628				
Circulation Factor								40%				
Departmental Gross Square Footage Total								879				

Court Operations												
	Staff				Area				California Trial Court Std.	unit area	unit area	notes
	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	open (O) or enclosed (E) staff office	2050 quantity	2050 unit area	2050 subtotal				
3.5 Civil Case Unit/ Information Center & Probate Staff												
Civil Case Unit/ Information Center & Probate Supervisor												Adjacency to Civil Sherriff, Records, Calendaring, & Juvenile staff is preferred.
Supervisor Staff	1	0	1	FT	E	1	120	120	Office Medium 120 - 150	Office 155		
Civil Case Unit												
Civil Case Unit Staff	3	1	4	FT	O	4	64	256	Workstation Medium 64 - 80			
Small Claims/ FEDs												
Small Claims/ FEDs Staff	1	1	2	FT	O	2	64	128	Workstation Medium 64 - 80			
Domestic Relations												
Domestic Relations Staff	2	1	3	FT	O	3	64	192	Workstation Medium 64 - 80			
Mental Health/ FAPA												

Court Operations												
	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	or enclosed (E) staff office	2050 quantity	2050 unit area	2050 subtotal	unit area	unit area	notes	
Mental Health/ FAPA Staff	1	1	1	FT	O	2	64	128	Workstation Medium 64 - 80			
Probate												
Probate Staff	3	1	4	FT	O	4	64	256	Workstation Medium 64 - 80			
Information Center												
Information Center Staff	2	1	3	FT	O	3	64	192	Workstation Medium 64 - 80			
Front Counter												
Front Counter Staff	4	1	5	FT	O	5	40	200	Public Trans, Counter 40 - 60			
Shared Staff Spaces						-	-	-			In Circuit Court Administration	
Total FTE/ Net Square Footage Total	17	7	24	41%				1,472				
Circulation Factor								40%	589			
Departmental Gross Square Footage Total									2,061			

	Staff				Area				California Trial Court Std.		
	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	open (O) or enclosed (E) staff office	2050 quantity	2050 unit area	2050 subtotal	unit area	unit area	notes
3.6 Accounting, Collections, Indigent Defense Staff											
Accounting, Collections, Indigent Defense Supervisor											
Supervisor Staff	1	0	1	FT	E	1	120	120	Office Medium 120 - 150	Office 140	
Accounting											
Accounting Staff	4	1	5	FT	O	5	64	320	Workstation Medium 64 - 80		
Collections & Criminal Restitution Lead	1	0	1	FT	O	1	64	64	Workstation Medium 64 - 80		
Collections											
Collections Staff	3	1	4	FT	O	4	64	256	Workstation Medium 64 - 80		
Criminal Restitution											
Criminal Restitution Staff	3	1	4	FT	O	4	64	256	Workstation Medium 64 - 80		
Indigent Defense											
Indigent Defense Staff	1	1	2	FT	O	2	64	128	Workstation Medium 64 - 80		
Safe							1	25	25		Existing safe, to be re-located in new facility, locate in secure room
Cashier workstation							1	64	64		
Secure room							1	120	120		For process of auditing cash daily from safe, locate safe in this room
Cashier counter							1	100	100		See Centralized Public Service and Payment Center
Shared Staff Spaces						-	-	-			In Circuit Court Administration
Total FTE/ Net Square Footage Total	13	4	17	31%				1,453			
Circulation Factor								40%	581		
Departmental Gross Square Footage Total									2,034		

	Staff				Area				California Trial Court Std.		
	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	open (O) or enclosed (E) staff office	2050 quantity	2050 unit area	2050 subtotal	unit area	unit area	notes
3.7 Criminal & Traffic Staff											
Criminal & Traffic Supervisor											
Supervisor Staff	1	0	1	FT	E	1	120	120	Office Medium 120 - 150		

Court Operations

	Staff				Area			California Trial Court Std.		unit area	unit area	notes
	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	open (O) or enclosed (E) staff office	2050 quantity	2050 unit area	2050 subtotal				
Criminal & Traffic												
Criminal & Traffic Staff	8	1	9	FT	O	9	64	576		Workstation Medium 64 - 80		
Criminal & Traffic Part-Time Staff	1	0	1	FT	O	1	64	64		Workstation Medium 64 - 80		
Counter												See Centralized Public Service and Payment Center
Shared Staff Spaces												In Circuit Court Administration
Total FTE/ Net Square Footage Total	10	1	11	10%				760				
Circulation Factor								40%				
Departmental Gross Square Footage Total								1,064				

	Staff				Area			California Trial Court Std.		unit area	unit area	notes
	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	open (O) or enclosed (E) staff office	2050 quantity	2050 unit area	2050 subtotal				
3.8 Calendaring, Juvenile & Jury Staff												
Calendaring, Juvenile & Jury Supervisor												
Supervisor Staff	1	0	1	FT	E	1	120	120		Office Medium 120 - 150	Office 200	
Calendaring												
Calendaring Staff	5	2	7	FT	O	7	64	448		Workstation Medium 64 - 80		
Calendaring Part-Time Staff	1	0	1	FT	O	1	64	64		Workstation Medium 64 - 80		Two counters, see Centralized Public Service and Payment Center
Calendaring Counter												
Juvenile Dependency												
Juvenile Dependency Staff	1	0	1	FT	E	2	120	240		Office Medium 120 - 150		
Jury												
Jury Staff	1	1	2	FT	O	3	64	192		Workstation Medium 64 - 80	Workstation 70	In Circuit Court Administration
Shared Staff Spaces												
Total FTE/ Net Square Footage Total	9	3	12	33%				1,064				
Circulation Factor								40%				
Departmental Gross Square Footage Total								1,490				

	Staff				Area			California Trial Court Std.		unit area	unit area	notes
	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	open (O) or enclosed (E) staff office	2050 quantity	2050 unit area	2050 subtotal				
3.9 Records & Mail												
Records & Mail Supervisor												
Supervisor Staff	1	0	1	FT	E	1	120	120		Office Medium 120 - 150		
Exhibit Viewing								150				Near Records Supervisor, needs public access, evidence storage
Records & Mail												
Records & Mail Staff	8	2	10	FT	O	10	64	640		Workstation Medium 64 - 80		
Records & Mail Temporary Staff	2	0	2	FT	O	2	64	128		Workstation Medium 64 - 80		Staff is backup for Records, but main duty is Appeals, receives public by appt
Appeals Viewing								120				
Files and Records Access Customer Service Center												
Public Counter/ File Review Area								500	500			Public counter, computer carrels (8) in the room, limited storage
Printing/ Copy Area								64	64			
Staff Work Area								150	150			
FTR Recording Copying Station								64	64			

	Staff				Area			California Trial Court Std.	Utah Judicial Facility Design Std	notes
	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	open (O) or enclosed (E) staff office	2050 quantity	2050 unit area			
Staff Scanning Stations						4	64	256		Confirm if needed.
Exhibit/Appeals Storage						1	500	500		Locking enclosed room, chain of custody procedures
File Storage						1	250	250		Confirm if needed. (Mult, Co, not included)
Mailroom Operations										
Mail Sorting Area						1	200	200	Mail Center 150 - 300	Mail Room 120+
Main Copy Room						1	120	120		Confirm if needed in addition to Mail Room
Mail Machine Room						1	300	300		
Loading Dock										Needs acoustic isolation & separate HVAC.
Receiving/ Holding Area/ Supply Storage									300 ea.	Included in Building General Support.
Shared Staff Spaces									120+	Included in Building General Support.
Public Scanning Station						4	64	256		In Circuit Court Administration
										Provide privacy but large enough for staff to assist if needed
Total FTE/ Net Square Footage Total	11	1	12	18%				3,818		
Circulation Factor								40%		
Departmental Gross Square Footage Total								5,245		

	Staff				Area			California Trial Court Std.	Utah Judicial Facility Design Std	notes
	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	open (O) or enclosed (E) staff office	2050 quantity	2050 unit area			
3.10 Interpreters										Best located next to Calendaring, independent state service
Interpreter Offices	1	1	2	FT	E	3	120	360	Office Medium 120 - 150	Can be housed in open office space, with meeting rooms, or in individual offices where they receive public
Conference room-small						1	150	150	Conference Small 120 - 150	
Total FTE/ Net Square Footage Total	1	1	2	50%				510		
Circulation Factor								40%		
Departmental Gross Square Footage Total								714		

	Staff				Area			California Trial Court Std.	Utah Judicial Facility Design Std	notes
	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	open (O) or enclosed (E) staff office	2050 quantity	2050 unit area			
3.11 Jury Assembly										
Jury Assembly Check-In										
Juror Assembly Entrance						1	300	300	10 - 25% of jury call for queuing	
Juror Check-In Counter						1	100	100	0 - 300 reception/ registration	
Check In Kiosk						5	25	125	-	
Paperwork/ Forms Area						1	40	40	3 - 10% of jury call	
Main Jury Assembly										
Jury Room Main Assembly Area						1	2,000	2,000	12 - 20/ juror	200 people at 15 sf each.
Jury Room Lounge Area						1	700	700		35 people at 20 sf each.
Jury Room Business Center						1	1,125	1,125		45 people at 25 sf each. Enclosed room with speakers.
Break Area/ Galley Kitchen						1	115	115	115	
Juror Support Areas										
Game Storage & Display						1	25	25		
Newspaper & Reading Material Display						1	25	25		
Juror Restrooms						1	240	480		

Court Operations

	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	or enclosed (E) staff office	2050 quantity	2050 unit area	2050 subtotal	unit area	unit area	notes
Locker Area/ Alcove						2	100	200			
Lactation Room						1	100	100			
Jury Staff											See 3.5 Calendaring, Juvenile & Jury
Total FTE/ Net Square Footage Total	0	0	0	0%				5,335			
Circulation Factor							25%	1,334			
Departmental Gross Square Footage Total								6,669			

	Staff				open (O) or enclosed (E) staff office	Area			California Trial Court Std.	Utah Judicial Facility Design Std.	notes
	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time		2050 quantity	2050 unit area	2050 subtotal			
3.12 Centralized Public Service and Payment Center											
Public Waiting/ Queuing at Counter						11	70	840	14/ person		
Public Counters/ Cashiering									Public Trans. Counter 40 - 60		All staff have second desk in their unit except Calendaring
Records						2	36	72			
Civil/ Probate/ Domestic/ FED						3	36	108			
Cashier						1	36	36			
Collections						2	36	72			privacy need
Criminal/ Traffic						1	36	36			
Calendaring						2	64	128			
Juvenile Dependency						1	36	36			privacy need
Clerk - Protective Orders						1	36	36			privacy need
CCSO counter											See 4.0 Sheriff
Public Information Terminals/ Scanning Stations						5	30	150	24/ person		Needs, privacy + room for staff assistance, power & data connections
Payment Kiosks						3	30	90			Needs, privacy + room for staff assistance, power & data connections
Public Information Forms Area						1	50	50			
Total FTE/ Net Square Footage Total	0	0	0					1,654			
Circulation Factor								40%			
Departmental Gross Square Footage Total								2,316			

Total FTE	64	18	82	28%							
Total Court Operations											
								25,357			
								34,333			

Clackamas County, Oregon, Circuit Court
 New Courthouse Space Programming

4.00 Clackamas County Civil Division Sheriff's Office									
	Staff				Area				notes
	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	or enclosed (E) staff office	2050 quantity	2050 unit area	2050 subtotal	
4.1 CCSO Facility Security									
CCSO Public Counter						3	45	135	Need 2 to 3 counters, can be called up
Confiscated Property Room						1	80	80	Adjacent to security screening.
Law Enforcement Waiting/ Work/ Quiet Room						1	360	360	Designated area for 4 touchdown stations, chairs
Command Staff Offices									Locate suite near public entry.
Reception/ Waiting Area						1	200	200	Includes public counter
Captain	1	0	1	FT	E	1	150	150	
Supervisors	2	0	2	FT	E	2	120	240	
Administrative Staff	4	2	6	FT	O	6	64	384	
Deputy Shared Workstations	8	12	20	FT	O	20	42	840	
Shared Staff Areas									
Conference Room						1	300	300	
Briefing/ Training Room						1	750	750	Room for 25. Potential to share as conference room.
Weapons lockers						2	25	50	In office suite for immediate access.
Work/ Copy/ Mail Room						1	100	100	
Break Room with kitchenette						1	300	300	Adjacent to Training Room
Lockers/ Changing Room (Male)						1	400	400	24 Full height lockers.
Restroom (Male)						1	200	200	Includes shower.
Lockers/ Changing Room (Female)						1	200	200	12 Full height lockers.
Restroom (Female)						1	200	200	Includes shower.
Secure Storage						1	120	120	Can be located in basement.
Administrative Storage/ Supplies						1	120	120	Can be located in basement.
Total FTE/ Net Square Footage Total	15	14	29	93%				5,129	
Circulation Factor							30%	1,539	
Departmental Gross Square Footage Total								6,668	

Clackamas County, Oregon, Circuit Court
 New Courthouse Space Programming

Civil Division	Staff				Area				notes
	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	open (O) or enclosed (E) staff office	2050 quantity	2050 unit area	2050 subtotal	
4.2 CCSO Transport/ Central Holding									
Sallyports and Entrance Areas									
Vehicle Sallyport						1	1,800	1,800	Room for (2) 30' vehicles & (1) 12- passenger van.
Prisoner Loading Elevator							-	-	Included in Building Support.
Central Holding Areas									Adjacent to sallyport
Control Center	2	2	4			1	260	260	
Holding Support Areas	4	8	12			1	360	360	Staff growth linked to central holding/holding at courtrooms
Men's Large Group Holding						2	320	640	2 holding rooms of 16 person capacity.
Women's Large Group Holding						1	320	320	1 room of 16 person capacity.
Individual Holding						4	80	320	2 person capacity.
Video Booth						1	50	50	
Non-contact Visitation Room						1	100	100	
Booking Center									Need small refrigerator for prisoner medications.
Control Center						1	250	250	
Staff Restroom						1	64	64	
Control Center Equipment Closet						1	100	100	
Short-term Detaining + Viewing area						1	100	100	Off main lobby
Restraints Storage						1	80	80	
Non-Contact Visitation Booths						2	100	200	
Total FTE/ Net Square Footage Total	6	10	16					4,644	
Circulation Factor							50%	2,322	
Departmental Gross Square Footage Total								6,966	
Total FTE	21	24	45						
Total Clackamas County Sheriff Space									
Net Square Footage:								9,773	
Departmental Gross Square Footage:								13,634	

5.00 Law Library									
	Staff				Area				notes
	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	or enclosed (E) staff office	2050 quantity	2050 unit area	2050 subtotal	
5.1 Law Library									currently in Holman building
Staff Office	1	0	1	FT	E	1	120	120	
Librarian	1	0	1	FT	E	1	150	150	
Copy Room						1	120	120	
Microfiche Reading Room						1	120	120	
Storage						1	100	100	
Law Library						1	1,800	1,800	Incl. reference desk for 2 & public assistance desk
Conference Room - Medium						1	300	300	
Conference Rooms - Small						2	150	300	
Restrooms						2	64	128	Separate for staff/public
Lunch/ Break Room						1	150	150	
Total FTE/ Net Square Footage Total	2	0	2	0%				3,288	
Circulation Factor							35%	1,151	
Departmental Gross Square Footage Total								4,439	
Total FTE	2	0	2	0%					
Total Law Library									
								Net Square Footage:	3,288
								Departmental Gross Square Footage:	4,439

Exhibit C

Courthouse Design Criteria

I. General Facilities Design Assessment Criteria

1. Building Configuration

- High public contact functions are located on lower floors.
- Functions not requiring substantial public contact are located on upper or below ground floors.
- Functions requiring higher security levels are located on upper or below ground floors.
- Internal circulation patterns for in-custody cases are located in three separate and distinct zones: public; private (for court staff); and secured circulation for in-custody persons. (See Section IX)

2. Public Service Requirements (including Fire, Life, Safety)

- Main public entrance accommodates anticipated public traffic.
- Public waiting areas:
 - Include sufficient comfortable seating.
 - Located close to areas of highest public use.
 - Have easy access to restrooms, water fountains and telephones.
 - Sized in proportion to the population to be served.
 - Configured to minimize noise transmission to courtrooms.
- Signs, Directions:
 - Directional and informational content is incorporated into the design of all public areas.
 - A building directory is located near each public entrance.
 - A building directory features a diagram that lists all the building's major components.
 - Informational signs are multi-lingual, as appropriate.
 - Braille lettering and audio signals are provided at elevators.
- Information kiosk or counter:
 - Located in a highly visible place near the main entrance.
 - Provides direction and basic information.
 - Provides an automated system using touch screen technology connected to the Local area network.
- Court calendar information:
 - Posted in the information area.
 - Video monitors used (large court facilities).

3. General Office and Workstation

- General Office Guideline (in square feet)
Per staff member; includes work space, files, office equipment, conference; training and reception areas. 250 - 280
- Workstation Sizes (in square feet)

(Type)	(Workstation)	(Private Office)
Staff/Technical	50-80	
Supervisory	80-100	100-120
Management		120-250
Executive		200-250

4. Provisions for Persons with Disabilities

- All areas of the court facility meet all state and federal ADA requirements (The courts have completed extensive ADA Assessment surveys evaluating compliance with applicable requirements).

5. Security and Public Safety

- Building security (See Section VIII)
 - External video surveillance cameras positioned at each pedestrian and vehicular entrance.
 - Building entrances configured with unobtrusive security barriers.
 - Grounds configured to inhibit access of unauthorized vehicles.
 - No public parking adjacent to structures containing courtrooms or court support areas, if allowed by City.
 - At least one courtroom is equipped for high risk trials.
 - Air intake vents for the HVAC system are secured from public access.
- Public Safety
 - Building complies with all relevant fire codes (adequate fire protection and fire alarms).
 - Emergency power and lighting capacity are provided.

6. Seismic Safety

- The structure of the building complies with relevant seismic safety codes.
(A full-scale evaluation is outside the scope of this assessment).

7 Heating, Ventilating and Air Conditioning (HVAC)

- HVAC system meets all code requirements.
- Systems are able to maintain temperatures between 66 and 78 degrees Fahrenheit.
- Each courtroom has an individual thermostatic control for its heating and cooling provided by the buildings central HVAC control system.
- Adequate fresh air and exhaust ventilation in areas subject to dense occupation (i.e., courtrooms).
- HVAC system sound transmissions have been minimized.
- HVAC system ductwork incorporates sound deadening technology between rooms that require private conversations (jury rooms, judges' chambers, and attorney client conference rooms).

8. Plumbing and Electrical

- Plumbing
 - All restroom facilities and drinking fountains meet building codes.
 - Separate restroom facilities are provided for the public, judicial staff, and in-custody defendants.
- Electrical
 - Electrical systems meet building codes.
 - Sufficient electrical capacity and quality are provided to accommodate anticipated future needs.
 - Electrical capacity meets total connected load requirements plus 25 percent for future load growth.

9. Information Systems and Communications

- Also See Section X
- Designated computer or telecommunications rooms (Larger Court facilities) with increased cooling capacity, separate or redundant power and located to reduce the risk of flooding
- Designated room has sufficient cooling not to exceed 82 degrees Fahrenheit.
- Designated room has controlled access including access controls.

10. Lighting

- Sufficient lighting in all building areas to conduct business.

11. Acoustics

- Minimizes intrusive noise.
- Allows accurate hearing and recording of proceedings.
- Allows access to the court by the hearing impaired.

12. Parking; Vehicular and Pedestrian Access

- Provides secured parking for judges and supervisory court staff.
- Passenger loading and short term parking areas are provided near to but at a safe distance from courthouse entrances.
- Loading zone area provided for delivery vehicles that do not need to use the loading dock, if allowed by City.
- All deliveries to courts required to go through x-ray screening.
- Access to the courthouse meets ADA requirements.
- Building provides a single primary public entrance to the courts area.
- Lobby is large enough to accommodate all visitors during peak periods.
- Metal detectors and x-ray equipment are placed in the circulation path from the entrance.

13. Building Support Services

- Court facility incorporates space for the following functions:
 - First aid station
 - Food services or vending
 - Loading dock
 - Supplies and equipment storage
 - Maintenance shops and office
 - Custodial supplies and storage and
 - File shredding area

II. Courtroom Assessment Criteria

1. General criteria

- Courthouse has at least one large courtroom to accommodate large trials and other kinds of public functions.
- Courtrooms sized and configured to accommodate the type of proceedings assigned to the room.
- Courtroom is composed of 2 components: the litigation area; and the spectator seating area
- The parties in any proceeding are able to clearly see and hear the witness, jury, judicial officer and counsel
- Courtroom is configured to protect witnesses and jurors from intimidation.
- Courtroom is configured to ensure appropriate confidentiality for attorneys and judicial officers.

2. Courtroom Size Criteria (NSF is net square feet)

- Ceiling heights are proportional to the size of the room.
- The size of the courtrooms:

Type	Litigation area			Seating	spectator area			Total Square Feet
	NSF	Width	Length		NSF	Width	Length	
Non-jury civil/juvenile/family	840	30	28	20-40	260-360	30	varies	1,100-1,200
1 2-person jury	1,152	36	32	30-60	348-648	36	Varies.	1,500-1,800
High volume/multitigant	1,360	40	34	100-150	840-1040	40	varies	2,200-2,400

3. Courtroom areas

- Judicial officers bench:
 - Has an unobstructed view of the entire courtroom.
 - Is elevated so that the occupant's seated eye level is higher than anyone standing.
 - Accommodates computer (including sufficient space for multiple monitors), telephone, data transmission equipment, and writing desk.

- Courtroom clerk's station:
 - Is adjacent to the bench and accessible to counsel.
 - Has adequate space for placement of in-process forms, exhibits and other essential materials.
 - Is cable-ready for computer terminals, has telephone, electrical outlets and audio controls.
- Witness stand:
 - Witness has clear facial view of the judge, jury, parties, court reporter and counsel
 - The chair is height adjustable and easily removable to accommodate wheelchair access.
 - The stand is on a level between the floor of the litigation area and the judge's bench.
 - The stand is large enough to accommodate an interpreter.
- Jury box:
 - Each juror has clear sight lines to the witness, counsel, judge and evidence display areas.
 - Has physical separation from the spectator and counsel areas.
 - Is large enough to comfortably seat the full number of jurors needed for trial.
- Counsel area:
 - Has at least two tables positioned so attorneys can be seen and heard by other attorneys, the judge, the witness and the jury.
 - Tables placed far enough apart to allow private conversations between attorneys and clients.
 - Tables provide electrical outlets and connections to accommodate computers and internet.
 - Tables and table areas are large enough to accommodate interpreters.
- Spectator area:
 - Provides seating for witnesses, family and the public.
 - The area is separated from the litigation area in a manner that controls movement.
 - The area is sized to accommodate the jury panel during jury selection.
 - Space is reserved for wheelchairs.
- Other Areas and Features:
 - Court reporter area is situated so that anything said by participants can be heard; reporter has access to electrical outlets.
 - Bailiff's station is situated to enable the occupant to see all persons in the courtroom.
 - Exhibit display and equipment is located to be clearly visible for all court participants.
 - Silent duress alarms are located in the judges' bench, courtroom clerk and bailiff areas.
 - Assisted listening devices are available.

III. Judicial Offices and Support Space

1. Judicial offices

- Accessible only from a private corridor.
- Chambers, either clustered or adjacent to courtrooms, are provided to each judicial officer.
- Each chamber is equipped with a silent duress alarm.
- Chambers are a minimum of 350 net sq. ft. (not including restroom).
- Chambers have adequate sound insulation
- Judicial offices have access to non-public restrooms.

2. Support Space

- Support staff workstations/reception/waiting areas are adjacent to chambers.
- Work areas for court reporters, law research clerks, bailiffs are provided.

IV. Jury Assembly and Deliberation

1. Jury Assembly

- Jury assembly room/information presentation area
 - Sufficient seating for all prospective jurors:
 - a. 8 to 12 square feet per person for -theater style seating;
 - b. 15 to 20 square feet for accommodate lounge-type seating.
 - Areas for reading, studying, working and watching television are provided.
 - Working areas .are provided with data connections and electric power for computers.
 - Public telephones, restroom facilities, and coatrooms are adjacent to the jury assembly room.
 - Movement of jurors minimizes contact with attorneys and litigants.
- Jury reception/check-in area
 - A silent duress alarm is provided at the desk.

2. Jury deliberation room

- Ratio of jury deliberation rooms to courtrooms is one to two.
- Located on restricted corridors.
- Can comfortably accommodate 14 jurors.
- Allows use of charts, exhibits, and video monitors.
- At least 350 net sq. ft., exclusive of restroom and refreshment areas.
- Acoustically designed so that conversations cannot be heard outside the room.

V. Court Administration

1. General Considerations

- The court administration area is designed to ensure the efficient flow and processing of work.
- Court administrative offices are connected to both public and private corridors.
- Duress security alarms are in appropriate sites.

2. Court Administration Area

- General work area and miscellaneous support
 - Includes a work area for sorting mail and for copying equipment.
 - Work space is provided for all appropriate staff and for records that are in use.
- Public service counters
 - General office areas are separated from public areas.
 - Counters are designed for efficient exchange of public documents.
 - Counters are capable of accepting and electronically processing documents via electronic scanning.
 - The public area outside the counter provides at least 10 feet between the counter and the entrance for queuing.
 - A public area for viewing records is provided adjacent to the counter; secure and visible to staff.
 - Public area has a controlled access terminal or workstation capable of providing service to the public for research and general court functions.
 - Security glass, or other methods for insuring that the public remains outside of office area, is in place at service counters.
 - Duress security alarms are placed in appropriate sites and integrated into the courthouse security system.
- Records storage
 - Sufficient space is provided for records storage and retrieval.
- Exhibit/evidence storage
 - Secure areas are provided for storage of exhibits.
 - Separate secure area is provided for storage of evidence.

VI. Court Support

1. Children waiting area.

- Area includes adequate storage for toys, games and books, easy access to restrooms with diaper changing stations, and space for staff or volunteers.
- Area has electrical capacity and power for VCR/DVD viewing

2. Court facilitator services area

- Court program areas (i.e. for prose litigants) are located in areas convenient to the public.
- Areas have space adequate to fulfill functions.

3. Attorney client conference rooms

- One conference room per two courtrooms is provided for attorney use.
- The rooms accommodate a table and four chairs.

4. Waiting areas for adverse parties

- Areas are divided so that adverse parties are separate from one another.

VII. Alternative Dispute Resolution

Note: With the exception of Marion County, dedicated space for provision of these services is not a part of the courthouse facilities provided in Oregon. However, for courts with increasing family court, small claims, domestic relations and FED mediations, adequate dedicated space is a consideration.

1. Mediation Services

- Mediator offices accommodate up to six individuals, and have sound absorbent walls.
- Reception/waiting areas provide separate areas for different parties.
- Large mediation room accommodates larger family groups and allows involvement of additional staff.
- Mediation area provides a waiting area for children, located in a secure place, and an equipment storage area.
- Mediation area includes some kind of duress alarm system.

VIII. Court Security

1. Building perimeter, site and parking assessments:

- Architectural barriers to protect entrances.
- Surveillance cameras at entrances and exits.
- Illuminated circulation around building and parking lot.
- Illuminated parking lots.
- Tamper resistant utility connections to building
- Low height landscaping
- Secured parking for judges
- Surveillance cameras in parking lots

2. Building entrances assessments:

- Surveillance cameras
- Security weapons screening
- Intrusion detection alarms
- High security door locks
- Intercom system at entry door
- Visual monitoring of entrance
- Controlled access to loading dock
- Screening equipment for incoming packages

- Key car or other electronic device for non-public access doors.

3. Public waiting areas assessments:

- Limited ability to hide contraband
- Controlled public access to secured rooms
- Surveillance cameras

IX. In-Custody Defendant Areas

1. Remote Video Communication.

- Facility is equipped with remote video connections between the court facility and the detention facility.

2. In-Custody Receiving, Holding and Transportation components:

- Vehicle sallyport
- Security vehicle parking
- Pedestrian sallyport
- Initial holding cell and search area
- Control center
- Central holding cell
- Lunchroom or access to eating area
- Dress-out, property and clothing storage
- Attorney interview space
- Secure elevators and corridors
- Courtroom holding cells

X. Facilities Technology Recommendations

1. Power

- Individual electrical receptacles for each technology component without the use of extenders
- Backup power supplies (UPS) sufficient to provide 15 minutes of battery power in the event of power interruption to critical technology components
- Electrical power to computer server rooms capable of supporting a minimum of 10 individual components
- All power used for technology resources should be properly conditioned and filtered to allow for the highest level of efficiency.
- Rack-mounted backup power (UPS) sufficient to provide 30 minutes of battery power in the event of power interruption to all critical network components such as switches and routers, video units, electronic recording and media or file servers.
- Dedicated electrical circuits for computer and technology components at a minimum of 20 amps per circuit.

2. Voice/Data

- Minimum of 2 recessed data-ports on separate circuits, for each workstation or laptop computer
- Minimum of 2 recessed voice-ports capable of supporting, both analog and digital voice circuits at each individual work area
- Network cable to support 100mb/s certified data thru-put adhering to current standards for low-voltage cable installation.
- Minimum network switch capacity to handle total number of required connections plus twenty percent additional load.
- Network switch and routers capable of up to 1Gb/s loads.
- Provisioning of cable pathways to allow easier cable changeover to accommodate improvements in data technology
- Network switches operating at 1Gb-10Gb speed and cabling capable of supporting Power Over Ethernet (POE)

- Isolated data circuits in each courtroom and conference room dedicated for video streaming and video conferencing with voice.
- Ceiling oriented network data-ports and power capable of supporting wireless network access components

Exhibit D

Form of Disbursement Request

Disbursement Request Number: _____
[number Requests sequentially for ease of tracking]

Dated: _____

Project Title: Clackamas County Courthouse

Phase: _____

Funding Source: _____

Funding Agreement: Clackamas County Courthouse Phase ____ Funding Agreement
between OJD, DAS and Clackamas County dated
_____ (the "Agreement")

Capitalized terms that are used but are not defined in this Disbursement Request have the meanings defined for those terms in the Agreement.

On behalf of Clackamas County (the "County"), I hereby request a total disbursement of \$ _____ pursuant to the Agreement, fifty percent (50%) of such amount to be credited to the County Contribution for the Phase set forth above, and the other fifty percent (50%) of such amount to be disbursed to the County from the State Funds.

I hereby make the following certifications in connection with this Disbursement Request:

1. On behalf of the County, I have reviewed the attached invoice(s) and any other documents attached to this Disbursement Request, and I have determined that the invoiced work or materials represent Authorized Costs for the Phase set forth above, pursuant to the Agreement.
2. The County will use the disbursement amount requested by this Disbursement Request either:
 - (a) to reimburse the County for amounts that the County has previously paid for Authorized State Costs of the Project; or
 - (b) for Authorized State Costs of the Project that the County has incurred from unrelated third parties but has not yet paid, which the County will pay no later than five (5) business days after disbursement by OJD of the amount set forth herein.
3. The total amount credited to the County Contribution pursuant to Section 12(e) of the Agreement is equal to or greater than the total State Funds disbursed to date plus the amount of this Disbursement Request.
4. The certifications in this Disbursement Request are true to the best of my knowledge and belief.

By: _____
Authorized Signature

**CLACKAMAS COUNTY COURTHOUSE
PHASE I FUNDING AGREEMENT**

THIS CLACKAMAS COUNTY COURTHOUSE FUNDING AGREEMENT – PHASE I (this “Agreement”) is made February ____, 2019 (the “Effective Date”), by and among the State of Oregon, acting by and through its Department of Administrative Services (“DAS”) and the Oregon Judicial Department (“OJD”) (together referred to as the “State”), and Clackamas County, Oregon (the “County”).

Project Summary

Project Title: Clackamas County Courthouse

County: Clackamas County

Phase: Phase I

State Funds for Phase I: \$1,200,000.00 (General Funds)

Phase Completion Date: July 1, 2019

**Estimated Project
Completion Date:** February 1, 2024

Terms and Conditions

1. Effective Date and Term. This Agreement is effective as of the Effective Date, such date being the last date all required signatures and approvals were obtained. The term of this Agreement shall be from the Effective Date through the date the parties fulfill their obligations hereunder, unless it is sooner terminated pursuant to the provisions of the Master Agreement (as defined in Section 3 below).

2. Agreement Documents. This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement, less all Exhibits; and attached Exhibit A (Phase Work for Phase I) and Exhibit B (Benchmarks for Phase I). The foregoing Exhibits are incorporated herein by this reference.

3. Master Agreement. This Agreement shall be interpreted consistent with that certain February ____, 2019 Master Funding Agreement between the parties (the “Master Agreement”), and incorporates the terms of the Master Agreement as if fully set forth herein. In the event of a conflict between this Agreement and the Master Agreement, this Agreement shall control.

4. Phase-Specific Definitions. The following capitalized terms defined in Section 4 of the Master Agreement shall have the following meanings for the purposes of this Agreement:

- (a) “Benchmarks” means the items set forth in Exhibit B.
- (b) “County Contribution” means the amount of \$1,200,000.00 that, as of the Effective Date, the County has agreed to provide for Authorized State Costs.
- (c) “Phase Completion Date” means July 1, 2019 (or as may be extended by the agreement of the parties).
- (d) “Phase Work” means the County’s planning work (including efforts to obtain land use entitlements and other governmental approvals required for the Project, which may include those items set forth in Exhibit A).
- (e) “State Funds” means the amount of \$1,200,000.00 that, as of the Effective Date, the State of Oregon has agreed to provide for Authorized State Costs for Phase I.
- (f) “State’s Proportionate Share” means one hundred percent (100%). For the specific purposes of this Phase, because the State Funds derive from General Funds rather than State Bonds, “State’s Proportionate Share” means the portion of the Authorized Costs that are applicable to the State Funds, but it does not represent that portion of this Phase that the State Premises bears to this Phase.

5. Recitals. The parties recite:

- (a) The State of Oregon has agreed to contribute the State Funds. The State Funds are from the State’s General Funds.
- (b) The Oregon Legislative Assembly may authorize additional State Funds for the Project, but the State has no present obligation of any kind to provide additional funding, other than the State Funds.
- (c) The parties may enter into a Funding Agreement for Phase II, subject to the provisions of Section 13 below.

6. Representations, Warranties and Covenants of the State and County.

- (a) The State represents, warrants and covenants, as applicable, as follows:
 - (i) This Agreement has been duly authorized by the State and, subject to other terms and provisions contained in this Agreement, constitutes a valid and binding agreement of the State that is enforceable against the State in accordance with its terms.
 - (ii) The State has taken all actions required by law for the State to acquire and use the State Funds, and the State Funds are now available, or will be available as needed, to be spent on this Phase pursuant to this Agreement and the Master Agreement.
 - (iii) The State shall contribute the full amount of the State Funds to the Project.
 - (iv) The State understands, acknowledges and agrees that the County has no obligation of any kind to enter into the Phase II Funding Agreement except as set forth in Section 13 below.

- (b) The County represents, warrants and covenants, as applicable, as follows:
- (i) This Agreement has been duly authorized by the County and constitutes a valid and binding agreement of the County that is enforceable against the County in accordance with its terms.
 - (ii) The County has taken all actions required by law for the County to acquire and use the County Contribution, and the County Contribution is now available, or will be available as needed, to be spent on this Phase pursuant to this Agreement and the Master Agreement.
 - (iii) The County shall contribute the full amount of the County Contribution to the Project.
 - (iv) The County understands, acknowledges and agrees that the State has no obligation of any kind to provide additional funding, other than the State Funds.
 - (v) The County understands, acknowledges and agrees that the State has no obligation of any kind to enter into the Phase II Funding Agreement except as set forth in Section 13 below.
 - (vi) As of the Effective Date, no litigation or claims (environmental or otherwise) are presently pending against the County regarding the Project Parcel or the development, construction or use of the Project. The County shall promptly provide OJD with notice of any litigation or claims (environmental or otherwise) filed during the term of this Agreement against the County regarding the Project or the Project Parcel.

7. Maximum State Contribution for State Funds. Unless the amount of State Funds is increased after the Effective Date, the State's maximum monetary obligation with respect to this Phase shall not exceed \$1,200,000.00. In the event that the costs of this Phase exceed the Project Financing and the parties have not amended this Agreement or entered into a Phase II Funding Agreement agreeing to the payment of the excess costs, the County shall be responsible for all additional costs, and the County shall have no claim against the State for any amount that exceeds the amount of the State Funds.

8. Application of State Funds and County Contribution: Special Provisions for General Funds.

- (a) Because the State Funds are derived from the State's General Funds instead of State Bonds, the provisions in this Section 8 shall apply to the State Funds and the County Contribution.
- (b) The requirements of Sections 10(a)(i) and (iii), and Section 10(d), of the Master Agreement shall not apply to Authorized Costs associated with the Phase Work.

9. Costs of State Project Monitor. Total costs incurred by the State for the services of the State Project Monitor shall not exceed \$30,000.00, unless such amount is amended by agreement of the parties.

10. Phase Work. The County shall perform the Phase Work in strict compliance with the requirements of Section 15 of the Master Agreement.

11. Benchmarks.

- (a) The County shall meet the Benchmarks, pursuant to this Section 11, by the Phase Completion Date.
- (b) The County shall use all commercially reasonable efforts to timely meet the Benchmarks.
- (c) The County shall be deemed to have met the Benchmarks if the State, in its reasonable discretion, approves in writing:
 - Receive approval of the amended and updated Project Application from the Chief Justice and DAS
 - Complete the Financing Plan for the Project
 - Complete the Request for Proposal (RFP) for architectural and engineering (A/E) services for Phase II
 - Receive the City of Oregon City’s approval of the updated Red Soils Master Plan (RSMP)
 - Complete the Project Parcel due diligence
 - Complete the conceptual designs for required surface parking facilities
 - Receive OJD’s approval of the Project Timeline and Conceptual Space Programming
 - Receive OJD’s approval of the Project Schedule
 - Receive OJD’s approval of the Project Budget
 - Obtain a report from a title insurance company that shows the County owns fee simple title to the Project Parcel
- (d) The County will collaborate and cooperate with the State, as an equal partner, regarding any and all matters relating to the Phase Work, including the completion of the Benchmarks.

12. Phase Work Authorized Costs: Specific Inclusions. Authorized Costs for the Phase Work include, without limitation, the following capital costs related the Phase Work:

- (a) costs of the State Project Monitor;
- (b) costs of Gary Barth, project consultant for the County;
- (c) costs of SERA Architects, Inc.;
- (d) costs of the National Center of State Courts (NCSC);
- (e) costs of Harper Houf Peterson Reghellis, Inc.;
- (f) costs of Kittelson & Associates, Inc.;
- (g) costs of a project consultant for the County to assist with the design of new parking facilities to meet forecasted demand; and
- (h) costs of a project consultant for the County to assist with the drafting of the request for proposals for architectural and engineering (A/E) services to be contracted in Phase II.

13. Phase II Funding Agreement.

- (a) **Generally.** The parties shall enter into the Phase II Funding Agreement, to memorialize their other obligations and understandings regarding Phase II, only if the County meets the

Benchmarks by the Phase Completion Date (as it may be extended by the agreement of the parties), and the Phase II State Funds have been allocated by the Oregon Legislative Assembly.

(b) County Notice. The County shall provide ninety (90) days' notice to the State in advance of the estimated date of the County's completion of the Benchmarks. After receiving this notice, the State will have thirty (30) days to provide the County with a draft Phase II Funding Agreement.

(c) Execution. The parties shall use their good-faith efforts to negotiate and execute a Phase II Funding Agreement within thirty (30) days after the County meets the Benchmarks.

(d) Excess State Funds. In the event the parties enter into the Phase II Funding Agreement and not all of the State Funds have been disbursed to the County pursuant to this Agreement, any such excess funds shall be added to the State Funds for Phase II.

(e) Excess Deposits to County Contribution.

(i) In the event the County deposits with OJD any amount of the County Contribution, and in the event the parties enter into the Phase II Funding Agreement pursuant to this Section 13, and the amount of the County Contribution deposited exceeds the full amount credited to the County Contribution pursuant to Section 12(e) of the Master Agreement, any such excess amount shall be added to the County Contribution for Phase II.

(ii) In the event the County deposits with OJD any amount of the County Contribution, and in the event the parties do not enter into the Phase II Funding Agreement pursuant to this Section 13, and the amount of the County Contribution deposited exceeds the full amount credited to the County Contribution pursuant to Section 12(e) of the Master Agreement, any such excess amount shall be returned to the County.

14. Survival. All provisions of this Agreement set forth under the following Section headings shall survive expiration or termination of this Agreement:

(a) 10 – Phase Work;

(b) Any other provision of this Agreement that by its terms is intended to survive.

[remainder of page intentionally left blank]

The State and the County, by execution of this Agreement, each hereby acknowledge that each has read this Agreement, understands it and agrees to be bound by its terms and conditions.

**The State of Oregon,
acting by and through its Department of Administrative Services (DAS):**

Print Name: _____

Title: _____

Signature: _____

**The State of Oregon,
acting by and through its Judicial Department (OJD):**

Print Name: _____

Title: _____

Signature: _____

*Approved as to Legal Sufficiency for the
State:*

By: _____
Shelby E. Robinson, Assistant Attorney General

*Approved as to all provisions relating to the Department of Human Services, as Colocation
Agency hereunder:*

**The State of Oregon,
acting by and through the Department of Human Services (Colocation Agency):**

Print Name: _____

Title: _____

Signature: _____

*Approved as to all provisions relating to the Office of Public Defense Services, as Colocation
Agency hereunder:*

**The State of Oregon,
acting by and through the Office of Public Defense Services (Colocation Agency):**

Print Name: _____

Title: _____

Signature: _____
Clackamas County, Oregon (County):

Print Name: _____

Title: _____

Signature: _____

Reviewed for the County:

_____, COUNTY ATTORNEY
FOR CLACKAMAS COUNTY, OREGON

By: _____
_____, Assistant County Counsel

#8780476v13

Exhibit A

Phase Work for Phase I

- Submit the amended and updated Project Application for approval by the Chief Justice and DAS
- Update Red Soils Master Plan (RSMP) and submit to City of Oregon City
- Complete updated traffic analysis
- Engage National Center of State Courts (NCSC) for new courthouse programming and space planning refinement
- Conduct Red Soils site analysis, including Geotechnical and Wetlands Delineation
- Undertake design for new parking facilities to meet forecasted demand
- Draft the Request for Proposal (RFP) for architectural and engineering (A/E) services for Phase II
- Prepare the Project Plans and Specifications
- Prepare the Project Schedule
- Prepare the Project Budget
- Obtain a report from a title insurance company that shows the County owns fee simple title to the Project Parcel

Exhibit B

Benchmarks for Phase I

- Receive approval of the amended and updated Project Application from the Chief Justice and DAS
- Complete the Financing Plan for the Project
- Complete the Request for Proposal (RFP) for architectural and engineering (A/E) services for Phase II
- Receive the City of Oregon City's approval of the updated Red Soils Master Plan (RSMP)
- Complete the Project Parcel due diligence
- Complete the conceptual designs for required surface parking facilities
- Receive OJD's approval of the Project Timeline and Conceptual Space Programming
- Receive OJD's approval of the Project Schedule
- Receive OJD's approve of the Project Budget
- Obtain a report from a title insurance company that shows the County owns fee simple title to the Project Parcel