

Courthouse Improvement
INTERGOVERNMENTAL AGREEMENT
OJD Contract No. 220084

This Agreement is between the State of Oregon Judicial Department (“OJD”) and Deschutes County (“County”), a political subdivision of the State of Oregon, collectively referred to in this Agreement as the "Parties".

RECITALS:

- A. The Deschutes County Courthouse (“Courthouse”) is owned by County and occupied by the Deschutes County Circuit Court (the “Court”). Both Parties are interested in improving the safety and security protections in the Courthouse to benefit Court staff, judges, County staff and members of the public. The Parties have determined the Courthouse minimally meets current space needs for services and will not accommodate Deschutes County’s new judges and associated staff. Consequently, the County shall renovate and expand the Courthouse located at: 1100 NW Bond Street, Bend, Oregon (“Project”) to accommodate the needs of the Court. For purposes of this Agreement, the Work to be completed by County is the completion of work described in the Scope of the Project. the Scope of the Project primarily includes, but may not be limited to, County procurement and installation of Furniture, Fixtures and Equipment for Court (“FFE Work”) up to and not to exceed \$500,000 in materials and services costs and of “Building Work”.
- B. Building Work means County procurement of services and materials , including but not limited to: making the Courthouse entrance more accessible, relocate Hearing Room, revision and separation of interior pathways in the existing courthouse to accommodate separation of public, staff, judicial personnel, and in-custody traffic, and an expansion and upgrade of the security checkpoint at the main Courthouse lobby entrance, as more particularly set forth in **Exhibit B**. Preliminary Building Work and FFE Work collectively are the Project or Project Work. Project construction documents include but are not limited to, floor plans, work schedules, architectural drawings, engineering drawings, and schematics (“Construction Documents”). Preliminary Construction Documents are collectively attached as **Exhibit B** and are incorporated into this Agreement by this reference. County shall finalize the Preliminary Construction Documents in collaboration with the Deschutes County Circuit Court’s Presiding Judge and Trial Court Administrator (TCA). While the County has sole authority to approve the final plans and schedule, the County will nevertheless endeavor to coordinate with and obtain approval from OJD.
- C. FFE Work mean the procurement and installation of personal property, fixtures and equipment consisting of integrated systems furniture, loose furniture such as chairs, file cabinets, freestanding desks, etc., audio visual equipment and information technology equipment in the Court occupied portions of the Courthouse utilized by Court staff and judges.
- D. The Parties agree that this Agreement supersedes the Addendum, MOU 2004-666 – Use of Courthouse – Justice Building, to MOU 2004-004, Courthouse Construction, Use and Maintenance. County and OJD are authorized by ORS 1.002, ORS 8.125, and ORS 190.110 to enter into an intergovernmental agreement for any lawful purpose, including this Agreement.

The Parties agree as follows:

- 1. **RECITALS ARE CONTRACTUAL.** The Recitals are incorporated into the substantive provisions of this Agreement.
- 2. **TERM.** This Agreement shall be effective upon its execution and shall continue until Project Work and related responsibilities for which County is responsible is complete or June 30, 2026, whichever is earlier, or until this Agreement is terminated in accordance with Section 26.

3. CONSIDERATION AND USE OF PROJECT FUNDS

- a. In consideration of the terms and conditions herein, OJD agrees to transfer to County pursuant to this Agreement a total of \$2,000,000 (the Project Funds) which is comprised of \$1,500,000 (the Building Funds) appropriated to OJD by Or. Laws (2022), Ch. 110, s. 293 and \$500,000 General Funds (FFE Funds).
- b. OJD agrees to transfer the Project Funds to County within 14 days OJD's receipt of the documents described in subsection b of Section 4.
- c. County agrees to refrain from spending any of the Project Funds until after the County finalizes the Construction Documents and has provided the Deschutes County Circuit Court Presiding Judge and the TCA with reasonable time in which to review the Construction Documents and offer written comments and suggestions for further consideration by the County. Thereafter, the Construction Documents will become the Final Construction Documents. County shall promptly provide the TCA copies of each of the Final Construction Documents.
- d. County agrees to use the Building Funds solely for expenditures related to the completion of the Building Work identified in the Scope of Work.
- e. County agrees to use the FFE funds solely for the FFE Work.

4. COUNTY'S RESPONSIBILITIES:

- a. County shall procure a contractor or contractors (singly or collectively "Contractor") to provide construction services and materials required for the Project in accordance with applicable Oregon law and County rules. County shall provide Contractor and such other services as are needed to complete the Project, including but not limited to all permits and approvals. County shall ensure Project Work conforms to OJD's Minimum Physical Security Standards version 1.0,11.02.10 (OJD Minimum Security Standards), as more particularly set forth in **Exhibit C** and the plans and specifications identified above. Where appropriate, County may use County employees to provide some of the services needed. County employees performing Project Work and FFE Work pursuant to this Agreement shall have the same skills, education, knowledge, and licenses when required by sub-sections d and e of Section 6.
- b. Within 7 days after executing this Agreement County shall provide OJD with an electronic copy of the executed contracts for the completion of the Project to the OJD contacts identified in Section 17. If County chooses to provide county employee services for the Project, County must provide OJD with estimates for employee costs for those services to the OJD contacts identified in Section 17.
- c. County shall provide to each of the OJD contacts identified in Section 17 progress reports at various milestones related to the Project, including at the times when the County initiates a procurement process, awards a contract, completes the Project, and such other times as reasonably requested by OJD.
- d. County shall coordinate with the TCA to minimize the impact of the Project on the daily operations of the Court. County shall include the TCA in the planning, scheduling, and implementation of work in those portions of the Project that will affect the Court. As part of the County's coordination with the TCA, County, at a minimum shall:
 - I. Review and consider the TCA's written comments prior to commencement of work;
 - II. Invite the TCA to regularly scheduled Project meetings with the Contractor, County staff and appropriate third parties;
 - III. Review and consider the TCA's written comments relative to material changes to the Final Construction Documents, including the work schedule, prior to commencement of work related to the material changes;
 - IV. Obtain the TCA's written authorization of Project related activities that affect courthouse security including, but not limited to, disabling the court's security cameras;

- V. Obtain the TCA's written authorization prior to contractor's employees, contractors, and agents entering Court offices and judges' chambers; and
 - VI. Obtain the TCA's prior approval of the design, specifications, and purchase of the FFE.
- e. County shall employ good faith efforts to ensure that Contractor completes the Project no later than June 30, 2026. For the purposes of this Agreement, the Project is complete when all work at the site has been completed, inspected, and approved by authorities having jurisdiction and approved for occupancy.
 - f. Except if additional state funds become available for the Project Building Work, County shall contribute all additional funds, beyond the \$1,500,000 of Building Funds transferred pursuant to this Agreement, that are necessary to complete the Project. If either party receives additional funding for the Project, the parties will work in good faith to enter into a separate agreement or to amend this Agreement as appropriate.
 - g. County shall make full and timely payments to Contractor, designers, engineers and others entitled to payment and shall ensure full and timely payment is made to, with limitation, subcontractors and vendors and government authorities and to other persons or entities entitled to payment for work related to the Project, County shall provide electronic copies of all paid invoices to each of the OJD contacts identified in Section 17 County shall keep the Courthouse free from liens and encumbrances.
 - h. If the Parties do not amend to extend the term of this Agreement by May 15, 2026, then the provisions of subsections 4.i and 4.j will apply.
 - i. If OJD terminates this Agreement for its convenience, or if the costs related to Building Work are less than \$1,500,000.00, or in the event the Project is not completed in a timely manner by June 30, 2026 through no fault of County, County shall return to OJD any unexpended funds Building Funds transferred pursuant to this Agreement by not later than one month after termination of the Project or completion of the Project, whichever is earlier.
 - j. If OJD terminates this Agreement for its convenience, or if FFE purchases costs are less than \$500,000.00, or if County is unable to complete and install FFE in a timely manner by June 30, 2026, through no fault of its own County shall return to OJD any unexpended FFE Funds transferred pursuant to this Agreement by not later than one month after termination of the Project or completion of the Project whichever is earliest.
 - k. If the cost of the agreed upon FFE materials and services exceeds \$500,000, the Court will provide additional funds or will procure the additional of FFE independent of this agreement.
 - l. County shall return to OJD all Project Funds transferred pursuant to this Agreement, less any funds related to FFE purchases for property OJD retains, if the Project is not terminated or completed for any reason not identified in sub-sections h and i of this Section 4 by not later than one month after termination of the Project.
 - m. Within 30 days of Project completion, County shall provide OJD a written certification that the Project work was performed in accordance with provisions contained in its the Final Construction Documents and material changes to those documents. Within 30 days of Project completion, County shall provide OJD with proof that Project work performed in compliance with the OJD Minimum Security Standards as set forth in Exhibit B. and allow OJD inspection of the security components if requested by OJD.
 - n. County shall require Contractor to correct any defects in Contractor's Project work, or Project work performed by County employees, of which the County or Court become aware during either: (i) the 12-month period following Project completion; or (ii) the applicable warranty period covering the defective work of the Project whichever period is longer.
 - o. County shall own the improvements resulting from this Project and shall be responsible for all

obligations and costs associated with their ongoing maintenance and repairs in conformance with the requirements of ORS 1.185.

- p. If at any time during the useful life of the facility, , the Court's right to occupy the Courthouse, including those portions of the Courthouse improved as part of the Project, is substantially restricted by County, County shall reimburse OJD, to the full extent allowed by applicable law, all amounts contributed to the Project by OJD pursuant to this Agreement in an amount proportional to the expected remaining useful life of the facility and improvements.

5. OJD'S RESPONSIBILITIES:

- a. Within 14 days of OJD receiving from County a copy of the fully executed contract for the Contractor and such other contracts and official estimates necessary to document the Project's cost, OJD will make a one-time transfer from the in the total amount of the Project-related expenses, or \$2,000,000, whichever is less. OJD shall not be responsible or liable for any additional funds that may be required to complete the Project Building Work.
- b. OJD shall not be responsible for any aspect of the procurement process, contract award, or contract administration associated with the Project.
- c. OJD shall not own the improvements resulting from this Project or be responsible for any obligations or costs associated with ongoing maintenance or repairs or fulfillment of County's responsibilities under ORS 1.185.

6. COUNTY'S REPRESENTATIONS AND WARRANTIES. County represents and warrants to OJD that:

- a. County has the power and authority to enter into and perform this Agreement;
- b. The making and performance by County of this Agreement (a) has been duly authorized by County, (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document, and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is party or by which County may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement, other than those that have already been obtained;
- c. Upon execution by both parties this Agreement it constitutes a legal, valid and binding obligation of County enforceable in accordance with its terms;
- d. Contractor shall ensure that persons, including County personnel who perform FFE or Building Work on the Project, have the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and County shall ensure those persons apply that skill and knowledge with care and diligence to perform their obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- e. County shall ensure that persons, including County personnel who perform work FFE or Building Work on the Project, are at all times during the term of this Agreement, qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by County.

7. HOLD HARMLESS AND CONTRIBUTION:

- a. Upon completion of any transfer of funds by OJD pursuant to this Agreement, County agrees to be solely responsible for any and all future expenditures of those funds and shall defend and hold harmless OJD and its officials and employees from any action or claim arising out of this Agreement, for the future use of the funds transferred hereunder including, but not limited to any action or claim by or on behalf of the State of Oregon or any of its agencies.
- b. If any third party makes any 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 in writing of the Third Party Claim and deliver to the Other Party, along with the written 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 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 with respect to the Third Party Claim.
- c. With respect to a Third Party Claim for which OJD is jointly liable with County (or would be if joined in the Third Party Claim), OJD shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of OJD on the one hand and of 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 OJD on the one hand and of 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. OJD's 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.
- d. With respect to a Third Party Claim for which County is jointly liable with OJD (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OJD in such proportion as is appropriate to reflect the relative fault of County on the one hand and of OJD 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 County on the one hand and of OJD 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. County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the County had sole liability in the proceeding.

8. INDEMNIFICATION BY SUBCONTRACTORS. County shall take all reasonable steps to cause its Contractor or contractors that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees, designers, engineers or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties

that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

9. COUNTY DEFAULT. County will be in default under this Agreement upon the occurrence of any of the following events:

- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- b. Any representation, warranty or statement made by County in this Agreement or in any documents or reports relied upon by OJD to measure the delivery of services, the expenditure of funds or the performance by County is untrue in any material respect when made;
- c. County (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated as bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of County, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (c) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of 60 (sixty) consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

10. OJD DEFAULT. OJD will be in default under this Agreement if OJD fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

11. REMEDIES. In the event either party is in default under this Agreement, the other party may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity. The party may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

12. LIMITATION OF LIABILITY. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 7, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

13. INSURANCE. County shall maintain insurance as set forth in Exhibit A, attached hereto and incorporated herein by this reference. The Parties understand that County may be self-insured for tort, property damage, and auto liability pursuant to ORS 30.260 through 30.300 to the limits established under ORS 30.272 and

30.273, and for workers' compensation coverage. If the County is self-insured, the county may use its self-insurance program to meet the requirements of Exhibit A.

- 14. ACCESS TO RECORDS.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that OJD and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of 6 (six) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

- 15. AMENDMENT.** No amendment or modification to the terms of this Agreement shall be effective unless it is made in writing and is signed by both Parties.

- 16. PARTIES TO THIS AGREEMENT.** OJD and County agree that they 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 or otherwise, to any other third parties.

- 17. CONTACTS AND NOTICES.** Any notice, payment, or any or all of the material that either party may be required or may desire to give or deliver to the other will be conclusively deemed validly given or delivered to and received by the addressee, if delivered personally on the date of such delivery or, if mailed, on the third business day after the mailing of the same by prepaid post addressed to the other party at the address set forth below or, if emailed, on the date delivered to the email address set forth below as confirmed by a return receipt:

OJD:

Angie Curtis
Trial Court Administrator
Angie.Curtis@ojd.state.or.us
Deschutes County Circuit Court
1100 NW Bond Street
Bend, Oregon 97703
541-317-4780

Robert A. Baxter, CPPO, CPPB
Procurement Manager
robert.a.baxter@ojd.state.or.us
Business and Fiscal Services Division
1163 State Street
Salem, OR 97301
503-986-6410

County:

Lee Randall
Facilities Director
Lee.randall@deschutes.org
Deschutes County
Bend, Oregon 97703
541-617-4711

Either party may, from time to time, advise the other by notice in writing of any change of address of the party giving such notice and after the giving of such notice the address therein specified will, for the purposes of this Section, be conclusively deemed to be the address of the party giving such notice.

18. WAIVER. The failure of either party to enforce any provision of this Agreement, or the waiver of any violation or nonperformance of this Agreement in one instance, shall not constitute a waiver by the party of that or any other provision, nor shall it be deemed to be a waiver of any subsequent violation or nonperformance. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties, and with respect to OJD's waiver or consent, all necessary OJD or State of Oregon approvals have been obtained. Such waiver, consent, modification, or change, if made shall be effective only in the specific instance and for the specific purpose given.

19. INDEPENDENT CONTRACTORS. The Parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

20. GOVERNING LAW. This Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding collectively, "Claim" between the Parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the jurisdiction of the Circuit Court of Marion County for the State of Oregon; provided however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court of the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

21. THIRD PARTY BENEFICIARIES. OJD and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

22. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Agreement, except the rights and obligations which by their nature extend beyond contract termination, including those set forth in Sections ,3.l, 3.m, 3.n, 7, 8, 11, 12 and 14, provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

23. SEVERABILITY. The Parties agree that 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

24. COMPLIANCE WITH THE LAW. In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

25. FORCE MAJEURE. Neither OJD nor County shall be held responsible for delay or default caused by fire, riot,

acts of God, pandemics or significant escalation of current pandemic, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of OJD or County, respectively. County shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

26. TERMINATION:

- a. The Parties may terminate this Agreement at any time by mutual agreement.
- b. Either party may terminate this Agreement, for any cause or no cause, by providing the other party no fewer than 30 (thirty) days advance written notice of termination.
- c. Either party may terminate this Agreement by providing the other party no fewer than 10 (ten) days advance written notice of termination if United States, Oregon or local laws, regulations, or guidelines are modified or interpreted in such a way that either party’s continued performance or making of payments under this Agreement is prohibited.
- d. Either party may terminate this Agreement, in whole or in part, by providing the other Party no fewer than 10 (ten) days advance written notice of termination, if either party commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement and the defaulting party fails to correct such material breach, default or failure to perform within 14 (fourteen) calendar days after receipt of notice of the breach or default, or such longer period as the notifying Party may specify in such notice.
- e. OJD may terminate this Agreement immediately upon written notice to County, if OJD fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in OJD’s reasonable administrative discretion, to perform its obligations under this Agreement.

Each party, by the signature of its authorized representative, hereby agrees to be bound by the terms and conditions of this Intergovernmental Agreement.

Deschutes County

The Oregon Judicial Department, by and through the Office of State Court Administrator

By: _____

By: _____

Title: County Administrator

Title: _____

Date: _____

Date: _____

Legal Review and Approval:

By: _____

Date: _____

OJD Office of General Counsel

TKB:gll/ L2G21060

EXHIBIT A
COURTHOUSE IMPROVEMENT INTERGOVERNMENTAL AGREEMENT
INSURANCE REQUIREMENTS

Local Government: Deschutes County

OJD Contract No. 220084

Required Insurance: Local Government shall obtain at Local Government's expense the insurance specified in this **Exhibit**, prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Local Government shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OJD.

Self-Insurance. Notwithstanding the above paragraph, Local Government may fulfill its insurance obligations herein through a program of self-insurance, provided that Local Government's self-insurance program complies with all applicable laws and provides insurance coverage equivalent in both type and level of coverage to that required in this **Exhibit**. Local Government shall furnish an acceptable insurance certificate to OJD for any insurance coverage required by this Agreement that is fulfilled through self-insurance.

- 1. Workers Compensation & Employers' Liability.** All employers, including Local Government, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Local Government shall require and ensure that each of its subcontractors complies with these requirements. If Local Government is a subject employer, as defined in ORS 656.023, Local Government shall obtain employers' liability insurance coverage limits of not less than \$1,000,000 each accident. If Local Government is an employer subject to any other state's workers' compensation law, Local Government shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$1,000,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements
- 2. Commercial General Liability.** **Required by OJD** **Not required by OJD**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount not less than \$2,000,000.00 per occurrence and \$4,000,000.00 aggregate.
- 3. Automobile Liability Insurance.** **Required by OJD** **Not required by OJD**

Automobile Liability Insurance covering Local Government's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$2,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.
- 4. Professional Liability.** **Required by OJD** **Not required by OJD**

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the Services to be provided under this Contract by Local Government or Local Government's subcontractors, agents, officers, or employees in an amount not less than \$2,000,000.00 per occurrence. Annual aggregate limit shall be not less than \$4,000,000.00. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional

Liability insurance coverage, or Local Government shall provide tail coverage as provided below.

5. Network Security and Privacy Liability Insurance. Required by OJD Not required by OJD

Network Security and Privacy Liability Insurance for the duration of the Contract and for the period of time in which Contractor maintains, possesses, stores or has access to OJD data, whichever is longer, with a combined single limit of no less than \$2,000,000.00 per claim or incident covering Contractor's liability for loss, theft, unauthorized disclosure, access or use of OJD data (which may include, but is not limited to, Personally Identifiable Information (PII), Payment Card Data, and Protected Health Information (PHI)) in any format including, without limitation, hard copy format. Coverage must extend to Business Associates (if applicable) and independent contractors providing Services on behalf of or at the direction of Contractor.

6. Crime Protection Coverage: Employee Dishonesty or Fidelity Bond. Required by OJD Not required by OJD

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Employee Dishonesty or Fidelity Bond coverages for state-owned property in the care, custody and control of the Contractor. Coverage limits shall not be less than \$2,000,000.00.

7. Bailee's Coverage. Required by OJD Not required by OJD

Bailee's Customers Property Insurance covering any and all OJD property left in the care, custody, or control of the Contractor. Coverage shall include valuable papers, including but not limited to microfilm. Coverage shall be written on an occurrence basis. Combined single limit per occurrence shall not be less than \$ 2,000,000.00 for each site or location.

8. Pollution Liability Coverage. Required Not required by OJD

Pollution Liability Insurance covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the Goods delivered or Services (including transportation risk) performed under this Contract is required. Combined single limit per occurrence shall not be less than \$2,000,000.00. Annual aggregate limit shall not be less than \$4,000,000.00.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the Goods delivered or Services (including transportation risk) performed by Contractor under this Contract is also acceptable.

9. Additional Coverage Requirements. Local Government's insurance must be primary and non-contributory with any other insurance and self-insurance. Local Government shall pay for all deductibles, self-insured retention and self-insurance, if any.

10. Excess/Umbrella Insurance. A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

11. Additional Insured. The Commercial General Liability insurance and Automobile Liability insurance required under this Contract shall include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Local Government's activities to be performed under this Contract. The Additional Insured endorsement with respect to liability arising out of ongoing operations must be on ISO Form CG 20 10 0704 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

12. **“Tail” Coverage.** If any of the required insurance is on a “claims made” basis and does not include an extended reporting period of at least 24 months, Local Government shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of: (i) Local Government’s completion and OJD’s acceptance of all Services required under this Contract; (ii) OJD or Local Government termination of this Contract; or, (iii) the expiration of all warranty periods provided under this Contract.

13. **Certificate(s) and Proof of Insurance.** Local Government shall provide to OJD Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance.

Upon request by OJD, Local Government shall provide OJD with copies of the insurance policies and endorsements relating to the insurance coverages required by this Contract.

14. **Notice of Cancellation or Change.** Local Government or its insurer must provide at least 30 days’ written notice to OJD before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of insurance coverage(s). Any failure to comply with the reporting provisions of this clause shall constitute a material breach of this Contract and shall be grounds for OJD’s immediate termination of this Contract by OJD.

Insurance Requirements Review. Local Government agrees to periodic review of insurance requirements by OJD under this Contract and to meet updated requirements as mutually agreed upon by Local Government and OJD.

EXHIBIT B
COURTHOUSE IMPROVEMENT INTERGOVERNMENTAL AGREEMENT
PRELIMINARY CONSTRUCTION DOCUMENTS

Local Government: Deschutes County

OJD Contract No. 220084

CITY OF BEND

GENERAL NOTES

- A. SEE A101 FOR STANDARD ACCESSIBILITY & FIXTURE MOUNTING REQUIREMENTS.
- B. SEE A230 SERIES 1/4" ENLARGED PLANS FOR ADDITIONAL INFORMATION.
- C. ALL DIMENSIONS ARE TO FACE OF STUD UNO OR CENTER OF WINDOW OPENING, COLUMN, OR GRID. EXTERIOR DIMENSIONS ARE TO FACE OF FOUNDATION/FACE OF FRAMING. DIMENSIONS INDICATED AS "CLR MIN" ARE TO FACE OF FINISH.
- D. ALL DOOR OPENINGS PERPENDICULAR TO A WALL ARE 5" TO THE WALL UNO. ALL WINDOWS ARE CENTERED WITHIN ADJACENT ROOM UNO.
- E. SEE AXXX FOR PENETRATION REQUIREMENTS.
- F. FURNITURE OR EQUIPMENT NOT SHOWN DASHED FOR REFERENCE ONLY.
- G. DASHED BOXES AND CIRCLES ON PLAN DESIGNATE REQUIRED ACCESSIBLE CLEAR FLOOR SPACE.

WALL LEGEND

- EXISTING WALL TO REMAIN
- NEW WALL
- NEW 2-HR RATED WALL
- NEW 1-HR RATED WALL
- AREA OF WORK IN EXISTING BUILDING

KEYNOTES

- 2018 FIRE RATED DOOR HELD OPEN. DOOR CLOSES ON ACTIVATION OF FUSIBLE LINK IN EVENT OF BUILDING COLLAPSE.



PRELIMINARY
NOT FOR
CONSTRUCTION

CONSULTANT:

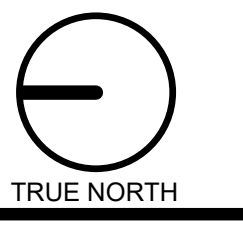
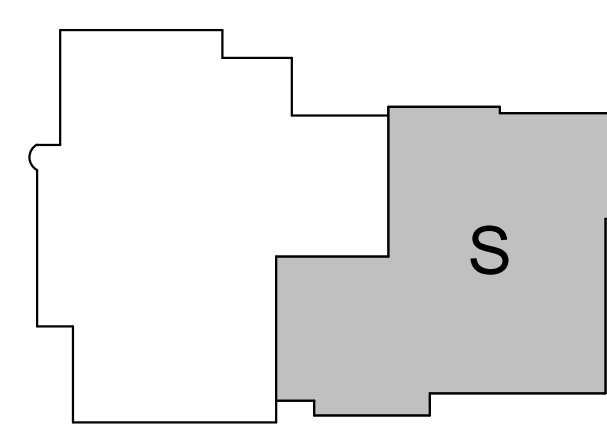
PROJECT NUMBER: 522003

DESCHUTES COUNTY - COURTHOUSE EXPANSION

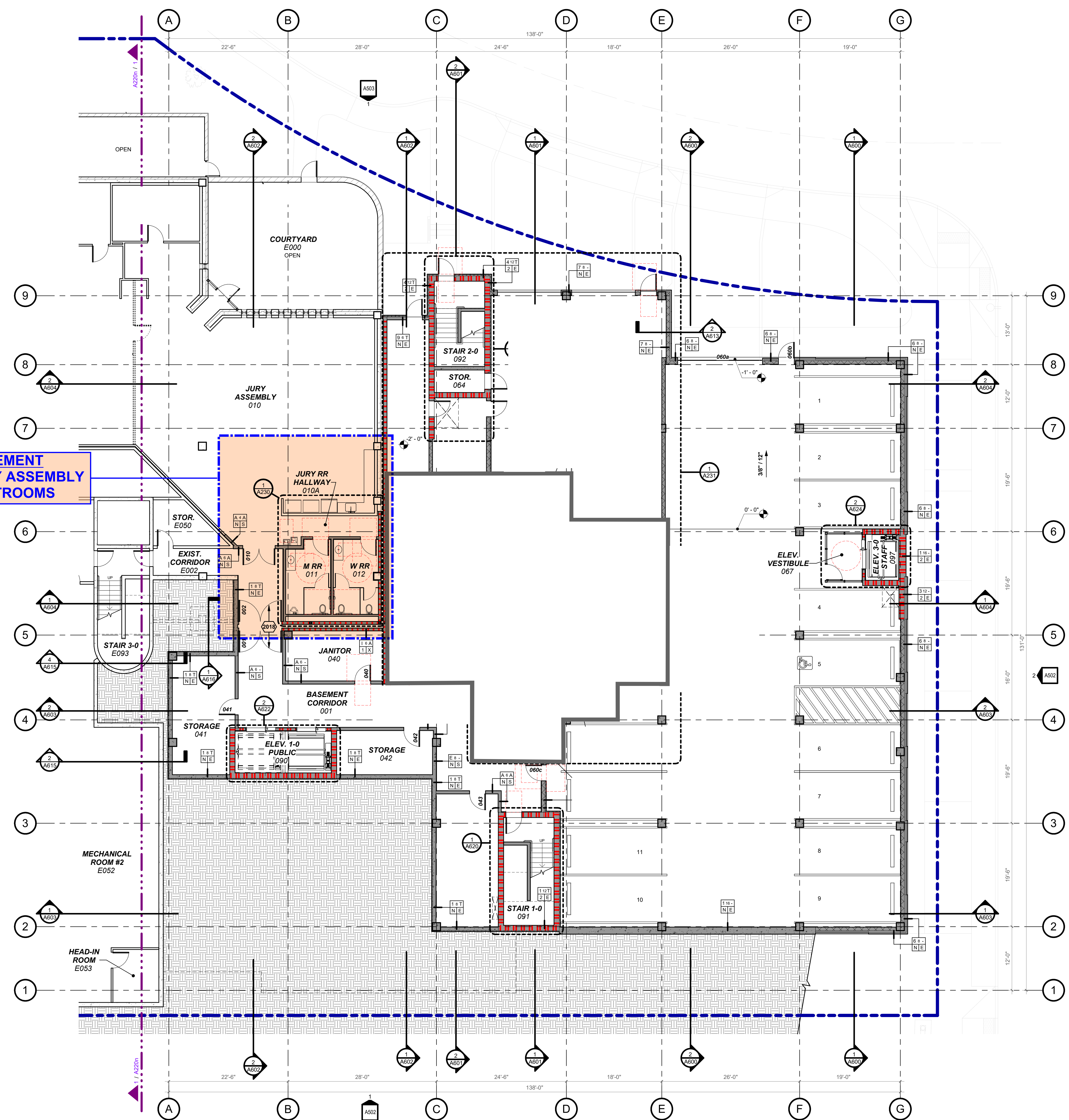
1100 NW BOND ST
BEND, OR 97703

SHEET TITLE:
BASEMENT SECTOR PLAN - SOUTH

KEY PLAN:



DRAWN BY: Author



**BASEMENT
JURY ASSEMBLY
RESTROOMS**

1. SECTOR FLOOR PLAN - BASEMENT - SOUTH

A220s SCALE: 1/8" = 1'-0"

CITY OF BEND

GENERAL NOTES

- A. SEE A101 FOR STANDARD ACCESSIBILITY & FIXTURE MOUNTING REQUIREMENTS.
- B. SEE A230 SERIES 1/4" ENLARGED PLANS FOR ADDITIONAL INFORMATION.
- C. ALL DIMENSIONS ARE TO FACE OF STUD UNO OR CENTER OF WINDOW OPENING, COLUMN, OR GRID. EXTERIOR DIMENSIONS ARE TO FACE OF FOUNDATION/FACE OF FRAMING. DIMENSIONS INDICATED AS "CLR MIN" ARE TO FACE OF FINISH.
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- F. FURNITURE OR EQUIPMENT NOT SHOWN DASHED FOR REFERENCE ONLY.
- G. DASHED BOXES AND CIRCLES ON PLAN DESIGNATE REQUIRED ACCESSIBLE CLEAR FLOOR SPACE.

WALL LEGEND

- EXISTING WALL TO REMAIN
- NEW WALL
- NEW 2-HR RATED WALL
- NEW 1-HR RATED WALL
- AREA OF WORK IN EXISTING BUILDING

KEYNOTES



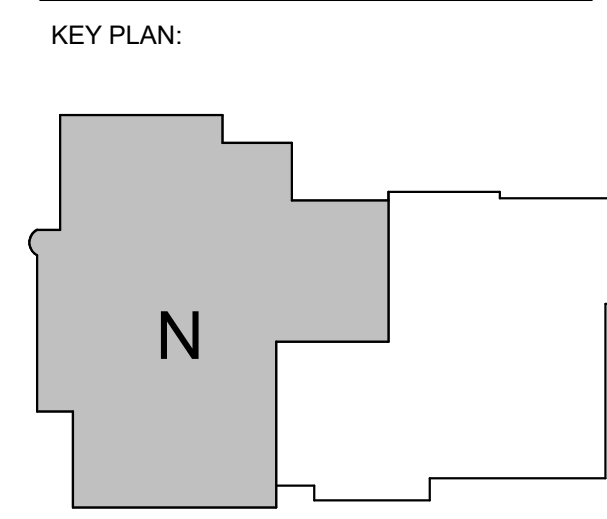
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NOT FOR
CONSTRUCTION

PROJECT NUMBER: 522003

DESCHUTES COUNTY - COURTHOUSE EXPANSION

1100 NW BOND ST
BEND, OR 97703

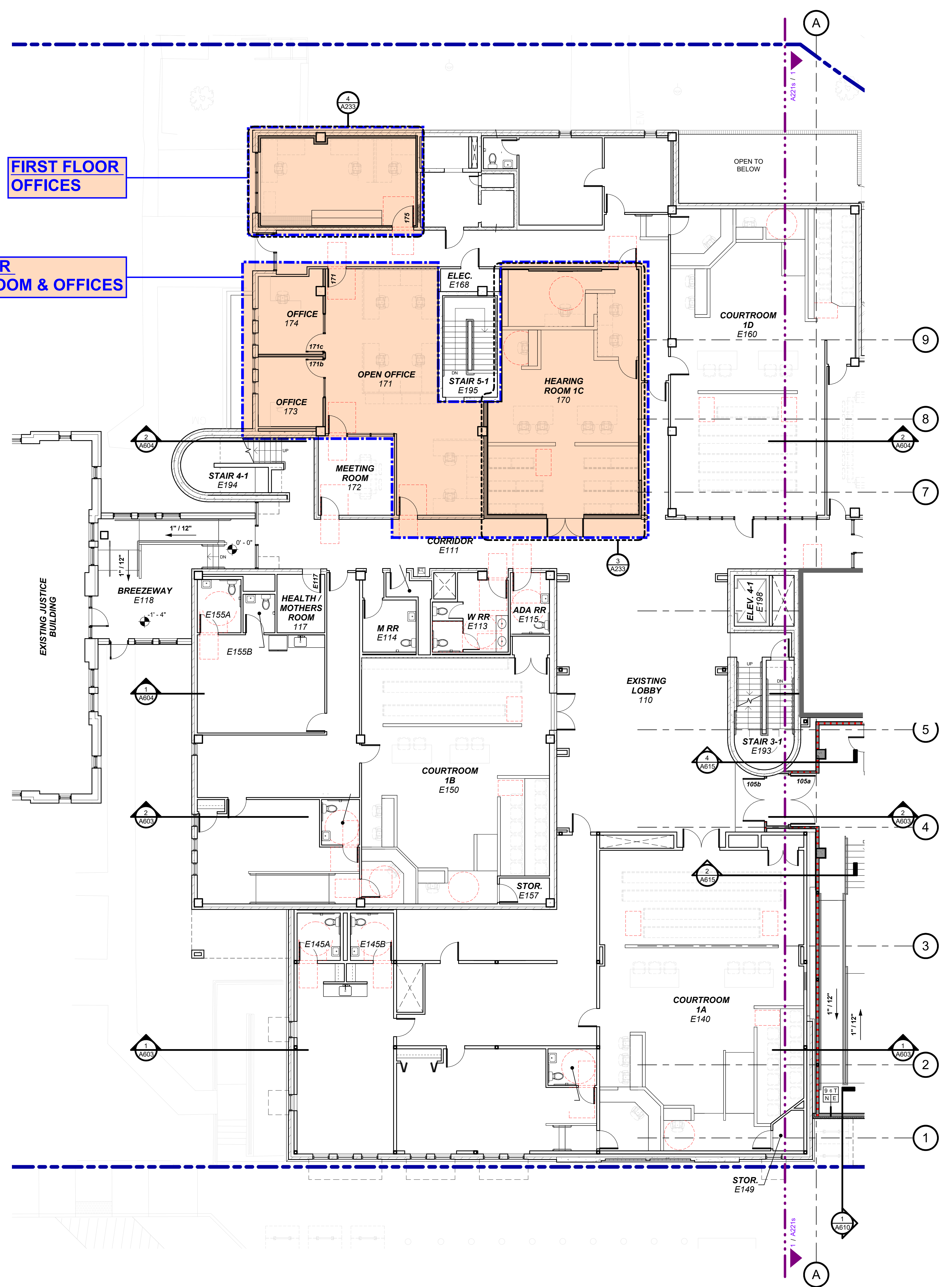
SHEET TITLE:
LEVEL 1 SECTOR PLAN - NORTH



TRUE NORTH
DRAWN BY: Author

FIRST FLOOR OFFICES

FIRST FLOOR HEARING ROOM & OFFICES



1. SECTOR FLOOR PLAN - LEVEL 1 - NORTH
A221n SCALE: 1/8" = 1'-0"

CITY OF BEND

GENERAL NOTES

- A. SEE A101 FOR STANDARD ACCESSIBILITY & FIXTURE MOUNTING REQUIREMENTS.
- B. SEE A230 SERIES 1/4" ENLARGED PLANS FOR ADDITIONAL INFORMATION.
- C. ALL DIMENSIONS ARE TO FACE OF STUD UNO OR CENTER OF WINDOW OPENING, COLUMN, OR GRID. EXTERIOR DIMENSIONS ARE TO FACE OF FOUNDATION/FACE OF FRAMING. DIMENSIONS INDICATED AS "CLR MIN" ARE TO FACE OF FINISH.
- D. ALL DOOR OPENINGS PERPENDICULAR TO A WALL ARE 5" TO THE WALL UNO. ALL WINDOWS ARE CENTERED WITHIN ADJACENT ROOM UNO.
- E. SEE AXXX FOR PENETRATION REQUIREMENTS.
- F. FURNITURE OR EQUIPMENT NOT SHOWN DASHED FOR REFERENCE ONLY.
- G. DASHED BOXES AND CIRCLES ON PLAN DENIGATE REQUIRED ACCESSIBLE CLEAR FLOOR SPACE.

PRELIMINARY
NOT FOR
CONSTRUCTION

WALL LEGEND

- EXISTING WALL TO REMAIN
- NEW WALL
- NEW 2-HR RATED WALL
- NEW 1-HR RATED WALL
- AREA OF WORK IN EXISTING BUILDING

CONSULTANT:

KEYNOTES

- 2002 WRAP COLUMN WITH 5/8" GYP BD OVER 1/2" RESILIENT CHANNEL.

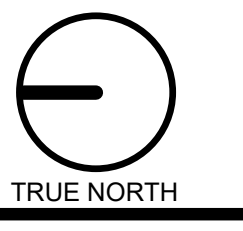
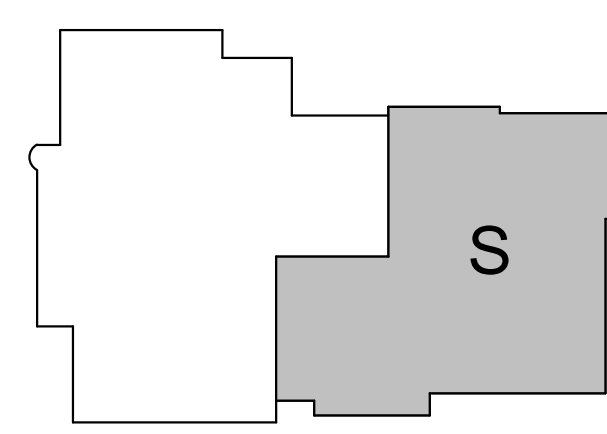
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DESCHUTES COUNTY - COURTHOUSE EXPANSION

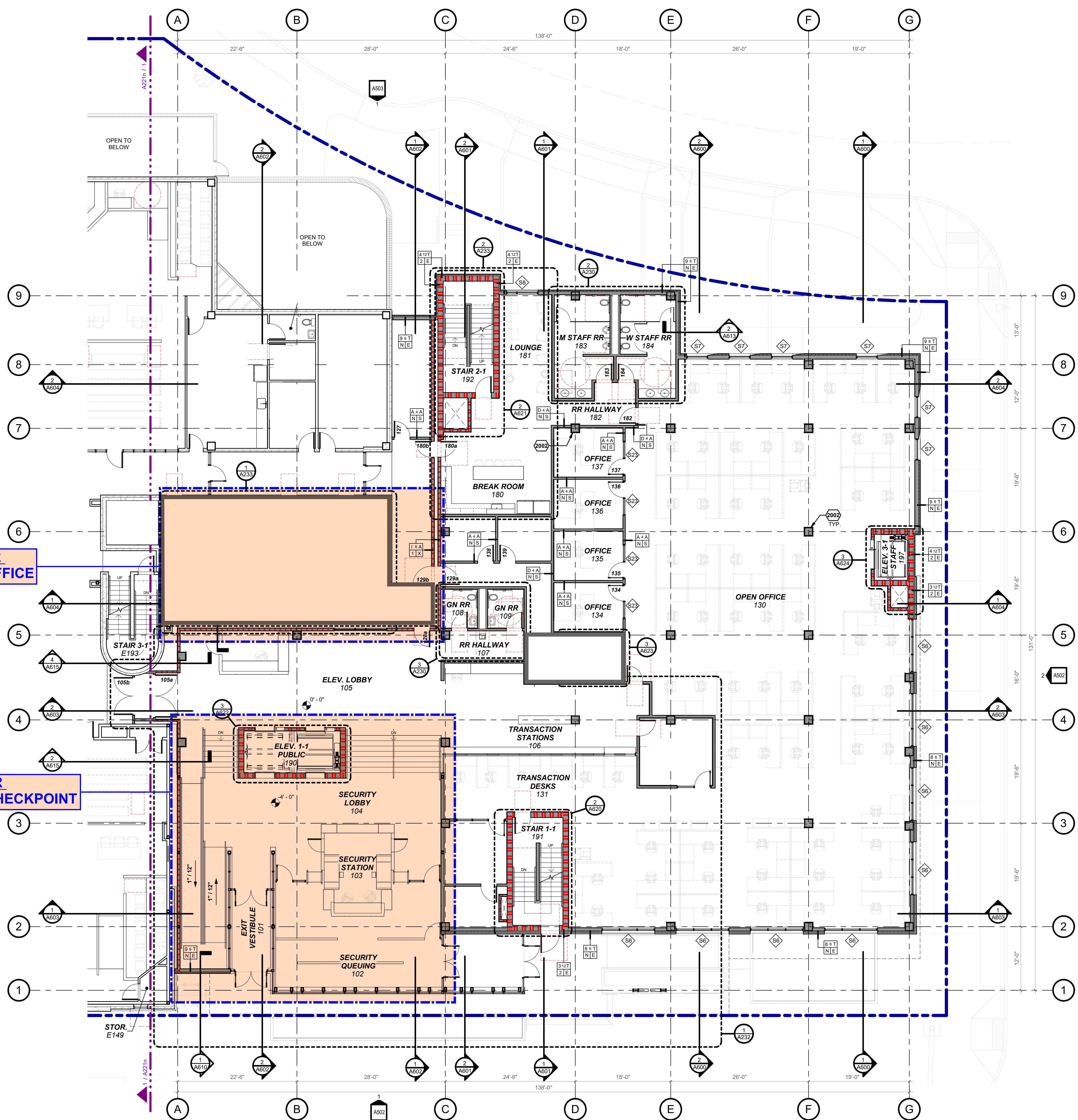
1100 NW BOND ST
BEND, OR 97703

SHEET TITLE:
LEVEL 1 SECTOR PLAN - SOUTH

KEY PLAN:



DRAWN BY: Author



FIRST FLOOR
SECURITY OFFICE

FIRST FLOOR
SECURITY CHECKPOINT

1. SECTOR FLOOR PLAN - LEVEL 1 - SOUTH

A221s SCALE: 1/8" = 1'-0"

GENERAL NOTES

- A. SEE BUILDING SECTIONS FOR WALL SECTION CALLOUTS.
- B. SEE A200 SERIES SECTOR PLANS & A220 SERIES ENLARGED PLANS FOR EXTERIOR DOOR TYPES.
- C. SEE A700 SERIES DOOR TYPES / SCHEDULES & STOREFRONT ELEVATIONS FOR ADDITIONAL INFORMATION.
- D. PAINT ALL NON-NOTED MISCELLANEOUS ITEMS TO MATCH ADJACENT MATERIAL OR FINISH COLOR UNO. REFER TO RCP'S FOR FINISH MATERIALS OF SOFFIT AREAS.

LEGEND

- WALL SYSTEM A: FIBER CEMENT PANEL, COLOR: OFF-WHITE
- WALL SYSTEM B: BRICK VENEER, COLOR: DARK BROWN
- WALL SYSTEM C: FIBER CEMENT PANEL, COLOR: DARK GRAY
- WALL SYSTEM D: METAL SIDING SYSTEM, COLOR: GRAY
- CAST IN PLACE CONCRETE: SMOOTH FINISH
- SECTION THROUGH BUILDING

KEYNOTES

- 5001 WALL SYSTEM A: FIBER CEMENT PANEL, OFF-WHITE
- 5002 WALL SYSTEM B: BRICK VENEER, DARK BROWN
- 5003 WALL SYSTEM C: FIBER CEMENT PANEL, DARK GRAY
- 5004 WALL SYSTEM D: METAL SIDING SYSTEM, DARK GRAY
- 5005 CAST IN PLACE CONCRETE, SMOOTH FINISH
- 5006 CAST IN PLACE CONCRETE PLANTER, SMOOTH FINISH
- 5007 HOLLOW METAL DOOR, PAINTED TO MATCH ADJACENT SIDING
- 5009 PRE-FINISHED ALUMINUM STOREFRONT SYSTEM, DARK BRONZE
- 5010 STEEL WIDE FLANGE CANOPY SUPPORT POSTS, PAINTED DARK BRONZE
- 5011 BUILDING SIGNAGE AND ADDRESS, ATTACHED TO CONCRETE PLANTER WALL
- 5012 BREAK METAL, COLOR TO MATCH STOREFRONT
- 5013 PRE-FINISHED STEEL HANDRAIL, BLACK
- 5014 HEAVY TIMBER CANOPY, EXPOSED GLULAM BEAMS & CLT PANELS ON UNDERSIDE
- 5015 MECHANICAL PENTHOUSE WITH METAL SIDING SYSTEM
- 5016 ROOFTOP MECHANICAL UNIT SCREEN WITH METAL SIDING SYSTEM
- 5017 PRE-FINISHED STEEL CANOPY, DARK BRONZE
- 5018 MECHANICAL LOUVER, PAINTED TO MATCH ADJACENT SIDING

PRELIMINARY NOT FOR CONSTRUCTION

CONSULTANT:

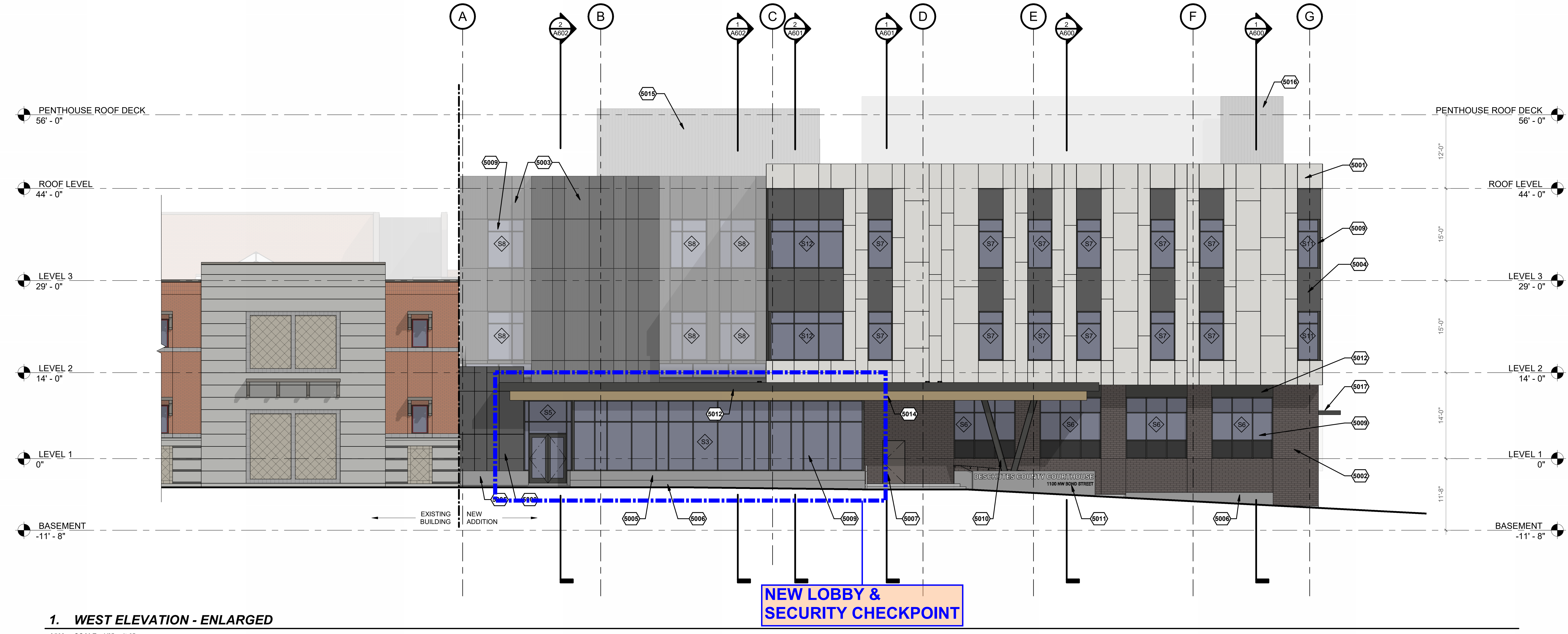
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DESCHUTES COUNTY - COURTHOUSE EXPANSION

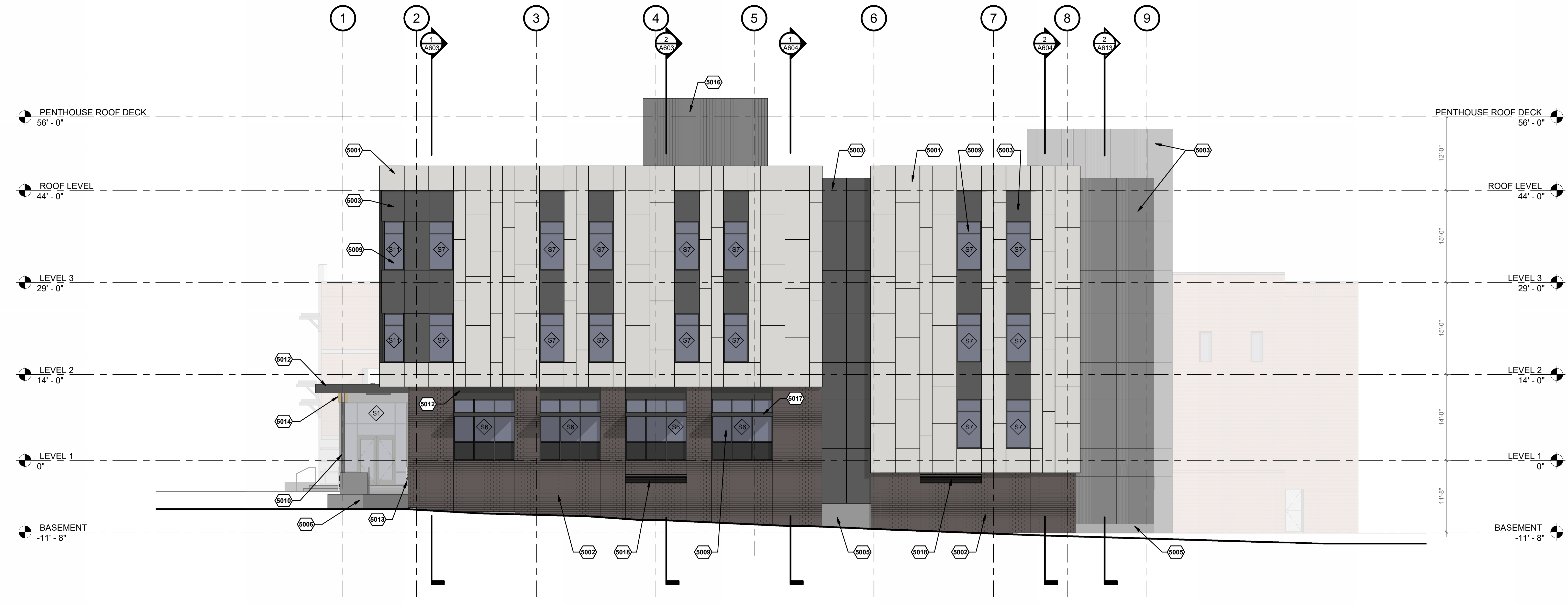
1100 NW BOND ST
 BEND, OR 97703

SHEET TITLE:
ENLARGED EXTERIOR ELEVATIONS - WEST & SOUTH

DRAWN BY: Author



1. WEST ELEVATION - ENLARGED
 A502 SCALE: 1/8" = 1'-0"



2. SOUTH ELEVATION - ENLARGED
 A502 SCALE: 1/8" = 1'-0"

EXHIBIT C
COURTHOUSE IMPROVEMENT INTERGOVERNMENTAL AGREEMENT
OJD MINIMUM SECURITY STANDARDS

Local Government: Deschutes County

OJD Contract No. 220084

Minimum Physical Security Standards



OREGON JUDICIAL DEPARTMENT MINIMUM PHYSICAL SECURITY STANDARDS

THESE STANDARDS APPLY TO COURT
FACILITIES HOUSED IN COUNTY BUILDINGS
LOCATED ACCROSS THE STATE OF OREGON

Version: 1.0

Date:NOVEMBER 02, 2010



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1. Executive Summary

- 1.1. This document is intended to set and describe the minimum physical security standards for Circuit Courts, in Oregon. This document describes the minimum security measures that must be met by the court facilities; individual facilities may choose to deploy additional security measures that exceed the requirements described here if local conditions and/or risks are judged to require additional protection or at their discretion.
- 1.2. This document is confidential and will be distributed and circulated on a strict "need - to-know" basis only.

2. Document Revision History

- 2.1. Chief Justice Order 09-033-issued by Chief Justice Paul J. De Muniz on July 6, 2009 provided for the establishment of Oregon Judicial Department (OJD) security standards and the creation of a five year implementation plan. Chief Justice Order 10-04 dated September 15, 2010 updates the initial standards and five year implementation plan.
- 2.2. As circuit courts of the state are located in county owned facilities, it is imperative that the court's work collaboratively with the sheriff and county administration in the implementation of these standards.
- 2.3. Equipment and systems covered under this order will *eventually* include:

2.3.1. Access control systems

2.3.2. Magnetometers

2.3.3. Security camera systems

2.3.4. Duress alarm systems

2.3.5. Card security screening station

2.3.6. Security Training of Judicial personnel, & court security officers

2.3.7. Business Continuity Testing

2.3.8. Transparent barriers

2.3.9. Armoring of Benches

2.3.10. Automated external defibrillators

2.3.11. Intrusion detection

2.3.12. Incident reporting

2.3.13. Courts security assistance program

2.3.14. In exterior lighting of court facilities

2.3.15. External barriers

2.3.16. Emergency equipment

2.3.17. Mail handling



- 2.4. Version 1.0-The first version of the OJD Security Standard, Version 1.0 was researched and composed in the summer of 2010 and approved and published on October 8th of 2010. Version 1.0, as the initial version, includes Access Control, Security Camera, and Duress Alarm Systems within its scope of described systems (as indicated in ***bold, italicized red font*** above). The balance of the systems from the list above will be included in these standards as additional time and resources become available to the OJD Security and Emergency Preparedness Office (SEPO).
- 2.5. The team directly responsible for the generation of version 1.0 includes Larry Raaf (OJD SEPO Manager), and the firms of Hennebery Eddy Architects, Inc, and Security Options & Solution, LLC.
- 2.6. This is a "living" document that will be updated and amended moving forward as additional resources become available and/or technology advances. Strict version control will ensure continuity as the document grows and expands. Please contact the OJD SEPO to ensure that you have the latest version prior to making use of this document.
3. **Access Control Overview**
- 3.1.** These systems use a special card to release electronically controlled locks on building or office doors. The access control system will be established to limit access to courts spaces and improve the security of judges and court staff. The access control system will protect all perimeter doors entering directly into court spaces and other selected doors as defined here.
- 3.2. The circuit courts may manage their own access control with or without support from the OJD SEPO, or co-manage the system with other governmental agencies.
- 3.2.1.A formal perimeter will be established around the spaces defined as court space. Doors that enter through this defined perimeter will be equipped with electronic card readers and locks as defined here.
- 3.2.2. Private court space that has public access through the actual courtroom will be secured using card readers and locks as defined here.
- 3.2.2.1. Any space where court records may be stored, if physically located with other staffed court spaces and permanently staffed with court employees will be equipped with electronic card readers and locks as described below.
- 3.2.2.2. Separate space where court records may be stored, sometimes not physically attached to the actual court facilities, may also require that a perimeter be



established and protected with card readers and locks as defined here, unless they are not permanently staffed locations.

- 3.2.2.3. These court records may be traditional paper records or data stored on servers, both are equally important and may require that access controls be utilized for their storage area if the conditions described above apply. Locations that have no court staff assigned do not require card access.

3.3.Card Access Door Equipment:

- 3.3.1. Card Reader-Utilize HID RMK Multiclass card readers. These readers are compatible with all currently deployed 125 kHz cards as well as the next generation of HID i Class and smart cards. Exceptions will be allowed if there are issues with existing city or county systems not being compatible with the HID multiclass readers.
- 3.3.2. Electrified locking hardware-Utilize heavy duty, commercial, continuous duty locking hardware intended for security control and not just pedestrian traffic control. Deploy in a "fail secure" mode unless egress or local fire or building codes require "fail safe" installations. Electrified lock types will be specified for each door location but are listed in order of general preference below:
 - 3.3.2.1. Electrified Mortise lock with integrated "Request-To-Exit" (REX) switch
 - 3.3.2.2. Electric Strike-Heavy duty commercial models only
 - 3.3.2.3. Electrified vertical rods
 - 3.3.2.4. Electromagnetic Locks will be allowed as a last resort and only with prior approval (caution must be utilized when deploying this type of failsafe lock since life safety egress and REX functions can be problematic with maglock deployments. Security Vendor must describe and possibly demonstrate how these challenges will be addressed prior to approval for deployment being granted)
- 3.3.3. Magnetic Door Position switch-Utilize normally closed, recessed door contacts. Sentrol 1078c or equal. Contacts will be mounted within 6" of the latch edge of the door, on the top side of the door, out of reach of pedestrians, and not accessible when the door is closed. Provide end-of-line (EOL) supervision as described by the access control panel manufacturer.
- 3.3.4. Request to exit (REX) device-a micro switch integrated into the electrified lock is preferred but a REX motion detector (GE DS160i or equal is allowed).
 - 3.3.4.1. REX motion detectors, if utilized, must only shunt the alarm and must not physically unlock the associated door. Micro switches and/or REX buttons are allowed to unlock doors as long as a positive physical action is required to activate.



This requirement is intended to eliminate unintentional unlocking of doors from the inside.

- 3.3.5. Access Control Cards-Utilize HID 125 kHz proximity cards **or** HID iclass cards unless compatibility with other city or county systems is required. Contact the OJD SEPO for specific facility code and numbering requirements prior to ordering cards (to avoid card duplication and limit the number of facility codes deployed).
- 3.3.6. Physical Door requirements-Hinges and hinge pins will be secured to prevent removal without opening the door. This may be accomplished by welding in place or using concealed set screws.

4. Security Camera Overview

- 4.1. Cameras utilized will provide adequate resolution for the specific purpose at their location and have appropriate low light capabilities for the particular location where they are deployed (dependent upon the available ambient lighting for each area).
- 4.2. Analog cameras, if deployed, must provide at least 450 lines of horizontal resolution. IP cameras must provide a minimum of 4 CIF resolution and mega pixel (or High definition) resolution is preferred.
- 4.3. Security Camera Recording- Digital storage (DVR or NVR) is the only approved method of video storage, tape based storage (VCR or time lapse) may no longer be deployed at court facilities although existing legacy tape based systems may be allowed if resolution and frame rate requirements can be met.
 - 4.3.1. Record and store images with a minimum of 3.5 frames per second (fps) and 4 CIF resolutions. Do not utilize compression schemes that compromise the stored video images to below these standards.
 - 4.3.2. Provide a minimum of thirty (30) days of digital video storage for all cameras.
 - 4.3.2.1. Also provide a method to selectively store specific incident related video clips indefinitely.
- 4.4. Security Video Camera Cabling- Utilize CAT6 rated cable for all new camera cabling. This cable can accommodate either IP digital cameras (utilize power over Ethernet {POE} type cameras or traditional analog cameras (using "NVT type" unshielded twisted pair ({UTP} converters complete with power over CAT 6 option). A single CAT6 cable to each new camera location can handle both signal and power requirements for the camera.



- 4.4.1. The CAT6 cable requirement is intended to ensure that CAT6 cable is installed at all new camera locations (instead of older style coaxial cable) since replacement with IP digital cameras after current life cycle is deemed highly likely.

4.5. Courtrooms

- 4.5.1. Deploy high resolution, color cameras positioned to record all public entries to each courtroom. The field of view for these cameras will be restricted to cover the entryway only so that a useable identification image can be obtained.
- 4.5.2. Deploy high resolution, color cameras positioned to provide a general overview of the entire courtroom space. This is an overall area field of view and courtroom shape or size may necessitate the use of more than one camera to eliminate blind spots and provide full coverage.
 - 4.5.2.1. The faces of jurors and the judges' bench and face must not be recorded within a camera's field of view. If a courtroom camera's field of view will include the jury box or the judge's bench, those areas must be electronically eliminated or sufficiently blurred out so as to make recognition not possible.

4.6. Currency and Payment Areas

- 4.6.1. In all areas where payments to the court may be made and accepted. Provide camera coverage of the counter area and the face of the person making the payment. The view for these cameras will be both transactional (looking down into the counter area) and profile (identifying customers). To accomplish these views, more than one camera may be necessary at each window or desk.
- 4.6.2. Also include general camera coverage of any areas where waiting lines may form awaiting their turn at the payment window or desk.

4.7. Other Courtroom support Areas

- 4.7.1. Provide general overview camera coverage of selected areas outside the courtroom where defendants and plaintiffs would reasonably expect to interact or mingle. These areas include but are not limited to:
 - 4.7.1.1. Areas around the family law desk/window
 - 4.7.1.2. Areas around the restraining order desk/window
 - 4.7.1.3. Office or reception areas dealing specifically with treatment court.
 - 4.7.1.4. Waiting rooms and/or courtroom foyers where in custody and/or where conflicts between individuals or families may occur.



5. Duress Alarm and Notification Overview

- 5.1. Provide user activated discrete duress buttons that are centrally monitored and capable of transmitting alarm generated offsite via a phone line or network connection.
 - 5.1.1. A commercial central station will be contracted to monitor these signals and contact appropriate entities upon activation.
- 5.2. Precise response procedures must be clearly defined in advance of the system going "live". This usually entails the filling out of a commercial central stations detailed contact & response document.
 - 5.2.1. It is strongly recommended that a video camera be positioned with an appropriate field of view to allow for remote video verification if an alarm is triggered.
- 5.3. Utilize Sentrol (GE) 3040 or equal buttons.
- 5.4. Switches will be mounted in a convenient location to allow discrete activation but also located and mounted so as to avoid/eliminate accidental activation.
- 5.5. All duress buttons must be connected to the alarm monitoring/communicator system.

5.6.Court Rooms

- 5.6.1. Provide duress buttons at the Judge's bench and at the Clerk / Judicial Assistant station.

5.7.Currency and Payment Areas

- 5.7.1. Duress alarm buttons must be located at all locations where cash is handled and/or payments to the court may be made and accepted or stored.
 - 5.7.1.1. Snack vending machines are excluded from this requirement.

5.8.Other Courtroom support Areas

- 5.8.1. Provide a duress button inside the judge's private chambers at their desk.
- 5.8.2. If a security room or desk is present provide a duress button at that location
- 5.8.3. Provide duress buttons in all offices dealing with treatment programs and/or family law.
- 5.8.4. OJD SEPO will review and approve the duress monitoring procedures prior to activation of the duress monitoring system.



Installation Requirements

5.9. General Expectations

- 5.9.1. The installer must verify the exact nature and existing conditions of the site area, as well as the requirements of the specification for the extent and quality of work to be performed. Failure to adequately assess these factors will not relieve the installer of the obligation to conform to the requirements of the specification.
 - 5.9.1.1. Many of the Courthouses are registered and maintained as buildings of historical significance. Along with this designation are limitations to how the appearance of the building can be changed or renovated. The security installer must be aware of these restrictions and coordinate all work to comply with the buildings requirements from a historical perspective.
- 5.9.2. All work must comply with appropriate standards as well as country/region, federal, state, county, and local municipality ordinances and regulations.
- 5.9.3. The security installer must supply all tools and equipment necessary to perform the requirements of the specification.
- 5.9.4. The security installer accepts and assumes liability for all damages incurred to facilities and property as a result of negligence of the installer (or its subcontractor's) employees while working at the site.
- 5.9.5. The security installer is responsible for cleaning up any materials and debris that result from the security system installation.
- 5.9.6. The security installer is responsible for the payment of all permits and fees required to complete the installation. The security installer is also responsible for securing and paying for all permits and fees in a timely manner so as not to impede the progress of the work.

5.10. Connections and Splicing

- 5.10.1. All wire connections in junction boxes are to be made by using terminal blocks (or alternately solder and heat shrink, if feasible).
- 5.10.2. All *new* wire must run from junction box to junction box or from junction box to field device with no splices. Any wire spliced will be replaced at the installer's expense.

5.11. Cable installation

- 5.11.1. Route cable parallel and/or perpendicular to the building structure. Low-voltage security system cabling must cross high-voltage cabling at right angles only and not be run parallel to high voltage (110+VAC) cables.

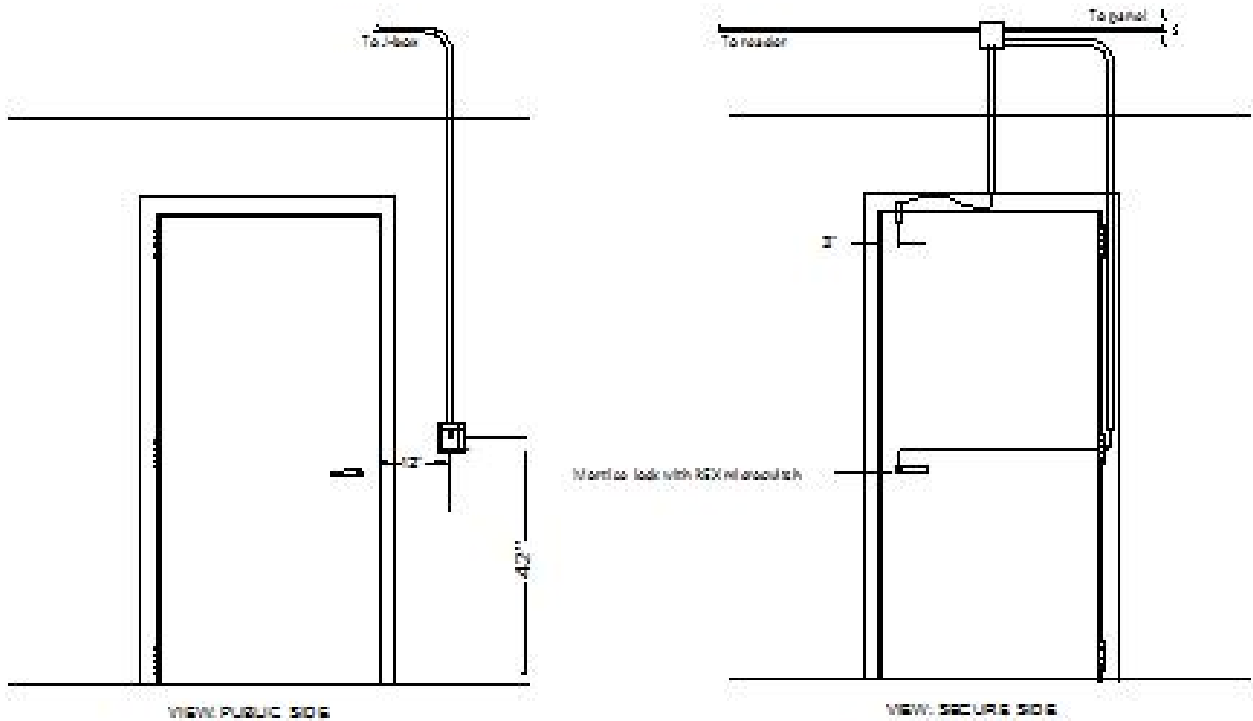


- 5.11.2. Support cable from the building structure with an approved independent support method such as “J” hooks, cable bags, bridals, or D-rings a minimum of every (four 4) feet. When cable is installed in a cable tray, lay cables neatly in the tray. Cables cannot be tied to existing ceiling wire hangers, conduits, pipes, or ducts.
- 5.11.3. All cabling must be labeled with appropriate naming conventions and methods at the head end, demarcation point, and at the device.
- 5.11.4. All cable labels will be self-laminating white vinyl with contrasting black machine-printed ink. This requirement includes any intermediate junction boxes.
- 5.11.5. All access and alarm system cabling must be in a “home run” configuration. That is, all security devices must be individually cabled back from point of origin to a dedicated security rack/cabinet.
- 5.11.6. Cable methods must be consistent with local, state, and national electrical codes.
- 5.11.7. Cable must not rest on or hamper the removal of any ceiling tile.
- 5.11.8. All wire and cabling will be per the specifications called out for a device and the scenario in which it is being used. Wire or cabling along a wire run must not be spliced.

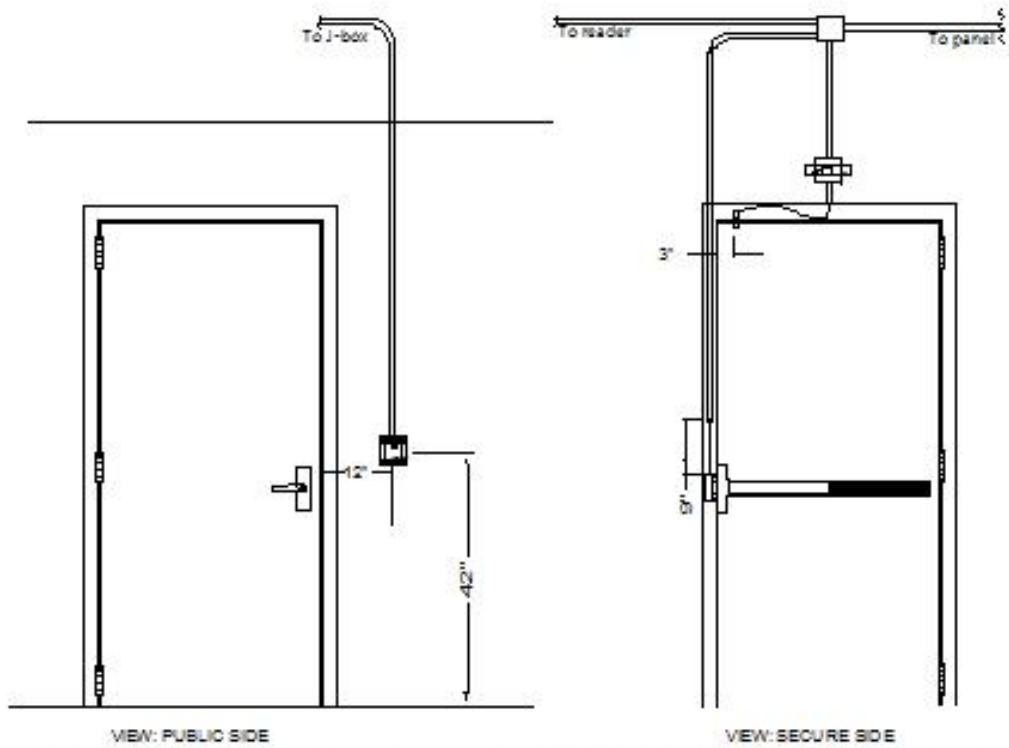
5.12. Security Equipment Installation

- 5.12.1. Equipment will be mounted or secured to the building per the manufacturer’s specifications.
- 5.12.2. All devices will be mounted level or in accordance with natural building lines.
- 5.12.3. Equipment will be used per the manufacturer’s intended design.
- 5.12.4. Equipment will be mounted per handicapped-accessible regulations (ADA or otherwise) that apply to that location. It is the installer’s responsibility to verify mounting heights based on the areas in the building where the devices will be mounted.
- 5.12.5. All junction boxes and field devices will be mounted with hardware appropriate for the device size and weight.
- 5.12.6. All field devices must be supervised with end-of-line (EOL) resistors as specified by the equipment manufacturer and the EOL resistors for all field devices must be located at the end of the line (at the field device), and not in the head-end panels. The only exception to this is for tamper switches located in the local panel.

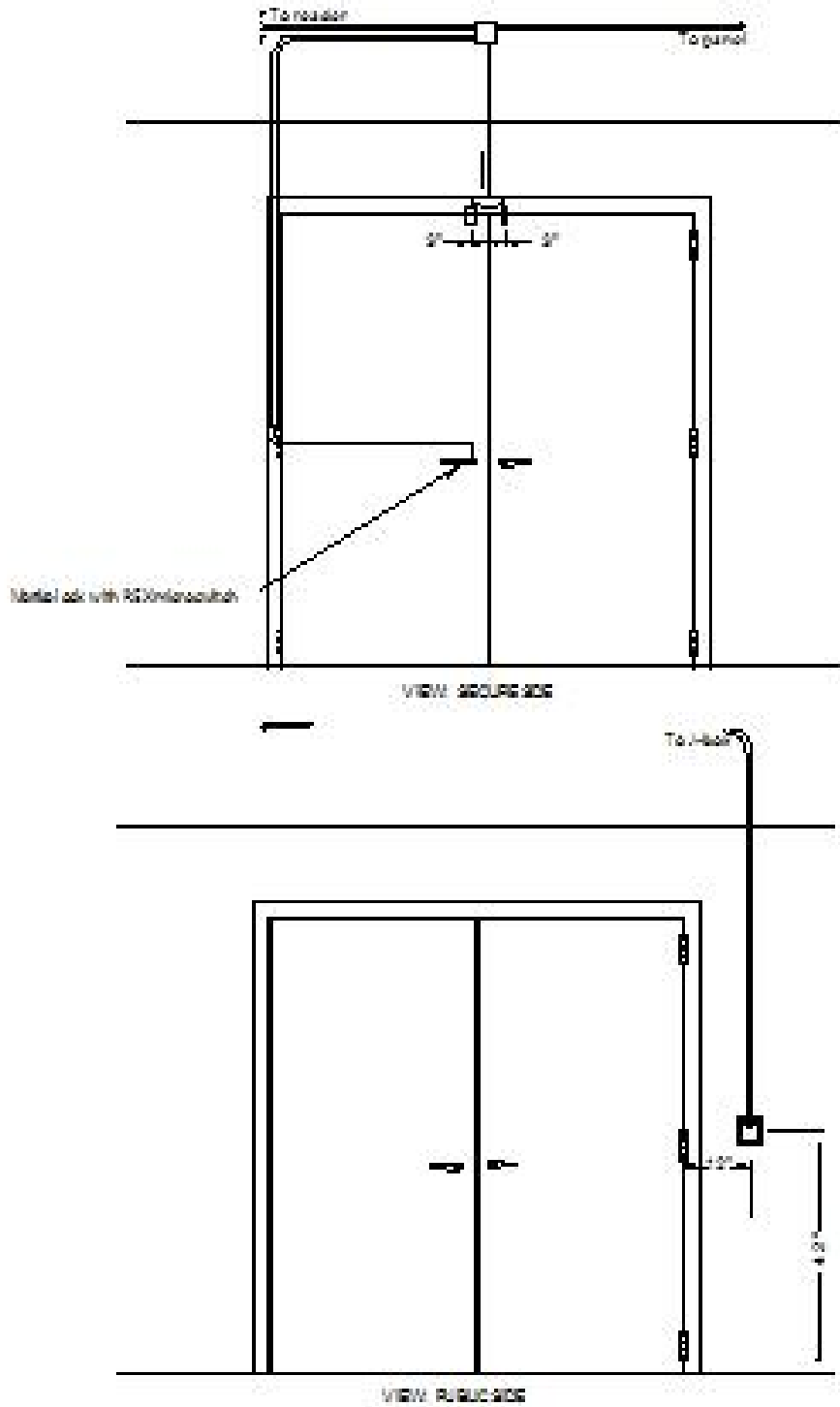
5.13. APPENDIX A-Typical and Detail Drawings



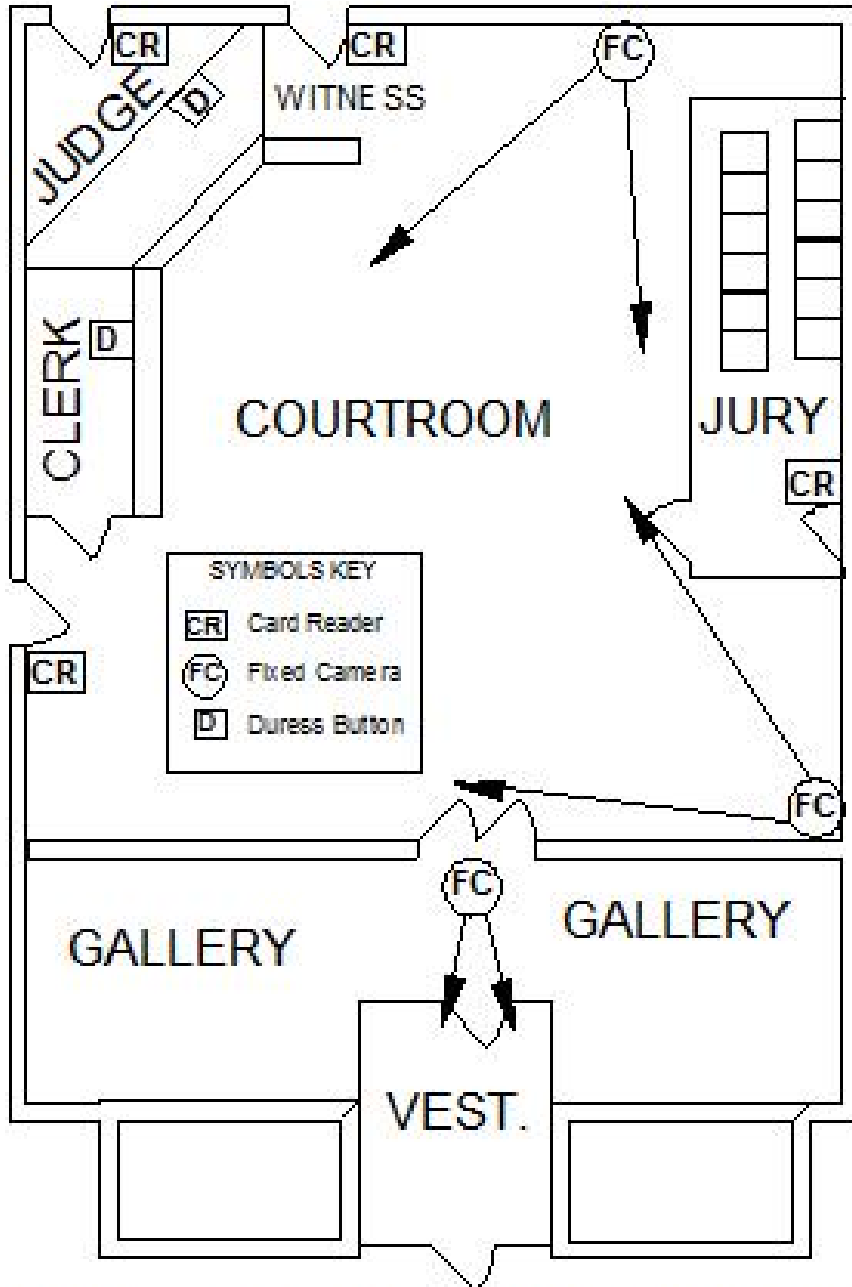
SINGLE CARD READER DOOR DETAIL: CARD IN/ MORTISE LOCK WITH REX



SINGLE CARD READER DOOR DETAIL: CARD IN/ELECTRIC STRIKE



DOUBLE DOOR DETAIL: CARD IN/MORTISE LOCK WITH REX SWITCH



TYPICAL COURTROOM SECURITY EQUIPMENT LAYOUT

Court Facilities