



<p>① Project Delivery & Construction Agreement (PDCA). Project’s State financing is contingent on sale of bonds. County can terminate PDCA after construction bids are received, but before contract is awarded. Parties also agree to comply with BSCCA, GL, ROEC, and other project documents. (Execute concurrently with BSCCA.)</p>	<p>② Board of State & Community Corrections Jail Construction Agreement (BSCCA). State reimburses County 30-60 days in arrears, after 5% “Withhold Amount” accrues as security. County must “staff and operate” Jail Addition within 90 days of completion. Incorporates GTC-610’s general terms and conditions and CCC-307’s Contractor Certification Clauses. Termination of BSCCA and/or PDCA may require County to refund State Financing. (Execute concurrently with PDCA.)</p>	<p>③ Ground Lease (GL). County leases Site to DCR. State Public Works Board can re-let Jail Addition if default occurs under FL. County also promises DCR “quiet enjoyment” of site and “improvements” to Jail Addition. Terminates on same date as FL, but not before all State indebtedness for Project repaid. County has limited right to terminate GL by properly terminating PDCA. (Execute concurrently with ROEC)</p>	<p>④ Right of Entry for Construction (ROEC). DCR grants County a license to enter Site, for site analysis and County’s construction and operation of Northern Branch Jail Addition. (Execute concurrently with GL)</p>	<p>⑤ Site Lease (SL). DCR leases Site to SPWB. (Execute concurrently with bond issuance, FL and FSL)</p>	<p>⑥ Facility Lease (FL). SPWB leases Facility (Jail Addition) to DCR. (Executed concurrently with bond issuance, SL and FSL)</p>	<p>⑦ Facility Sublease (FSL). DCR leases Jail Addition to County. Terminates on same date as FL, but not before all State indebtedness repaid. County appoints DCR as County’s agent to re-let the Facility if County defaults. (Executed concurrently with bond issuance, SL and FL)</p>
--	--	---	--	--	---	---

