

**INTERGOVERNMENTAL AGREEMENT BETWEEN
COLORADO JUDICIAL DEPARTMENT AND ADAMS COUNTY
FOR THE ADAMS COUNTY JUSTICE CENTER – PHASE II BUILDOUT**

This Intergovernmental Agreement (“IGA” or “Agreement”) is entered into between the Colorado Judicial Department, by and through the Office of the State Court Administrator, located at 1300 Broadway, Ste. 1200, Denver, CO 80203 (“Department”) and Adams County located at 4430 South Adams County Parkway, Brighton, Colorado 80601 (“County” or “Adams County”), or collectively the (“Parties”).

NOW THEREFORE in consideration of the promises and conditions contained herein, the Parties hereto agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to memorialize the roles and responsibilities of the Parties with regard to the design, construction, schedule, management and cost associated with a project to build-out the Phase II (addition) to the Adams County Justice Center during 2016 and 2017 (the “Project”).
2. **TERM.** This Agreement is effective upon the date of execution and shall terminate upon the expiration of the warranties associated with the Project contracts for the goods and services identified in Exhibit A.
3. **RESPONSIBILITIES OF THE PARTIES.**
 - a. Adams County developed the contract documents for construction of the Project.
 - b. The Parties agree that the Project shall be designed and constructed in accordance with Adams County standards and specifications.
 - c. Adams County and the Adams County Construction Manager/General Contractor (CM/GC) advertised the Project for construction bids.
 - d. Upon receipt of the bids, the CM/GC and Adams County reviewed the bids with the Department. Award was made to the lowest responsive bidder.
 - e. The County shall execute and administer the contract for construction of the Project in accordance with its policies and procedures.
 - f. The Department shall be listed as a beneficiary of all warranties and bonds provided for in the specific work scope(s) covered herein.
 - g. The County will provide all security measures deemed necessary to adequately protect unoccupied job sites from thefts, vandalism, etc. Expenses incurred by failure to provide security shall be borne by the County.

- h. The Department agrees to share costs for a portion of the work conducted by the County for the Project, specifically data and A/V systems infrastructure, as identified in Exhibit A, attached hereto. The Department will retain any change orders and further documentation with regard to its portion of the Project and they shall be incorporated herein by reference.
 - i. The Department shall designate a Project Manager who shall coordinate with Adams County as necessary with respect to the Project.
 - j. CHANGE ORDERS. The Project Managers shall meet as necessary to review all Project change orders.
 - i. Prior to the execution of any work, the Department must review and approve or deny any change orders of the Project that may impact the portion of work for which it is contributing funds.
 - ii. The Parties agree that the Parties have the right to challenge or dispute any change order that solely affects work directly associated to that Party.
 - iii. The Project Managers shall use their best efforts to resolve the disputed change order in a timely manner to avoid any delay in the work. In the event the Project Managers are unable to resolve the disputed change order, the issue will be resolved in accordance with the dispute resolution provisions provided in Paragraph 9 herein.
- 4. OWNERSHIP OF PROPERTY. This Agreement shall have no effect on the prior ownership interests of either Party in any furniture, fixtures, equipment or other property involved in the Project subject of this Agreement. All furniture, fixtures, equipment or other property owned solely by Adams County prior to the execution of this Agreement shall remain the sole property of Adams County following the execution of this Agreement. All furniture, fixtures, equipment or other property owned solely by Department prior to the execution of this Agreement shall remain the sole property of Department following the execution of this Agreement. Despite Department's contribution of funds under this Agreement, all cabling installed as part of this Project will be owned by Adams County. Any repairs or maintenance to the cabling installed pursuant to this Agreement is the responsibility of Adams County.
- 5. NETWORK CABLING ACCEPTANCE TESTING. There shall be an Acceptance Testing Period of **thirty (30)** days after the notice of completion of installation is received from the Department's Contractor, to allow the Department and County to test the network cabling systems. Within the Acceptance Testing Period, the County's Project Manager may notify the Department's Project Manager of any problems that occur, and the Department's Contractor will use best efforts to correct the problems, so that the network cabling systems can be made to function to the

satisfaction of both the Department and County. At any time during the Acceptance Testing Period, the Department may Accept the systems and provide written notice to the County of its Acceptance. During this period, the County will also provide written notice to the Department of its Acceptance of the systems. In the event that either Party does not provide notice of Acceptance of the systems, or in the alternative, notice of Dispute Resolution as provided in paragraph 10 below, within three business days after the end of the Acceptance Testing Period, the systems shall be deemed to be Accepted by both Parties.

6. PAYMENT.

- a. The Parties agree that the cost of the Department's portion of construction for the Project is currently anticipated to be ninety-five thousand, five hundred thirty-six dollars and sixty-two cents (\$95,536.62), as outlined in Exhibit A. Payment shall be for goods and services as identified in Exhibit A, attached hereto, unless amended in writing through change order and approved by the Department.
- b. In the event changes to, or increases in, the amount of materials or services requested by the Department result in an increase in the amount set forth in Exhibit A, the Project Managers shall meet to initiate a change order process. Adams County has no obligation to proceed with said changes/increases until the parties have reached written agreement regarding payment responsibility for said changes/increases.
- c. At the completion of the Project and the Department's Acceptance of the Systems, Adams County shall invoice the Department for its share of the actual costs payable to Adams County no later than June 30, 2017.
- d. Upon approval of the charges, Department shall promptly pay through its normal payment procedures. The Department's acceptance of an invoice does not constitute acceptance of the goods or services subject of this Agreement.

7. NOTICE. Any notice required by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the Party representative below. Such notice shall be deemed to have been given when deposited in the United States mail.

DEPARTMENT

Name: Benjamin Stough
Title: District Administrator
Address: 1100 Judicial Center Drive
Brighton, CO 80601
Phone: 303-654-3205
Email: benjamin.stough@judicial.state.co.us

ADAMS COUNTY

Name: Matthew Schaefer
Title: Project Manager
Address: 4430 S. Adams County Pkwy
Brighton, CO 80601
Phone: 720-523-6060
Email: mschaefer@adcogov.org

8. **TERMINATION.** This Agreement may be terminated in writing by the Parties, with or without cause, if (1) there are no contingent, outstanding contracts for construction or (2) the lowest responsible bid for the project exceeds the funds set forth in Section 6 of this Agreement, subject to any change orders approved by the Parties. All costs associated with cancellation of Project contracts for the goods and services identified in Exhibit A of this Agreement, or portion thereof, shall be paid by the Parties in proportion with each Party's share of the total contract. The Department's share of the total contract is identified in Section 6 of this Agreement.
9. **DISPUTE RESOLUTION.** In the event of any disagreement associated with the Project and prior to the commencement of any formal proceedings, the Parties shall continue performance as set forth in this Agreement and the Project Managers in good faith shall attempt to resolve the dispute. In the event the Project Managers are unable to reach agreement and one of the Project Managers concludes that a good faith amicable resolution through continued negotiation of the matter at issue does not appear likely, such Project Manager shall notify the other Party in writing. In the event the Parties reach such an impasse relating to a decision or issue that threatens to significantly delay the Project, within five (5) business days following such notice, the appropriate department heads from each Party shall make an interim decision and/or determination that will allow construction of the Project to proceed according to the Project's schedule. If an interim decision cannot be mutually agreed upon, the head decision maker of each Party shall meet within five (5) business days to resolve such decisions or issues. While each Party agrees to abide by said interim decision until the Project has been substantially completed, it shall do so under a complete reservation of its rights and without prejudice to any claims it may have against the other Party or others.
10. **NO AGENCY, JOINT VENTURE OR OTHER RELATIONSHIP.** The Parties acknowledge and agree that they will not hold themselves out as an agent, partner or co-venture of the other and that this Agreement is not intended to and does not create an agency, partnership, joint venture or any other type of relationship except the contract relationships established hereby.
11. **NO THIRD PARTY BENEFICIARIES.** Enforcement of all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental and do not create any rights for such third parties.
12. **LIABILITY.** Each Party hereto shall be responsible for any suits, demands, costs, or actions at law resulting from its own acts or omissions under this Agreement.
13. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement represents the entire Agreement among the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties.

14. SEVERABILITY. If any article, section, paragraph, sentence, clause, or phrase of this Agreement is held to be unconstitutional or invalid for any reason, such holding shall not affect the validity, enforceability or constitutionality of the remaining provisions of this Agreement.
15. NO WAIVER. A waiver by any Party of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.
16. COLORADO GOVERNMENTAL IMMUNITY ACT. The Parties acknowledge that each Party, their officers and employees, are relying on, and do not waive or intend to waive, by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended, or otherwise available to the Parties, their officers, or employees.
17. CHOICE OF LAW. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.
18. ELECTRONIC SIGNATURES. Each Party consents to the use of electronic signatures by either Party. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically in the manner agreed to by the Parties. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
19. SIGNATURE AUTHORITY. The Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other party is relying on their representations to that effect.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the date first written above.

COLORADO JUDICIAL DEPARTMENT, Office of the State Court Administrator

By: _____
Signature
Title: _____
Date: _____, 20_____

COLORADO JUDICIAL DEPARTMENT, 17th Judicial District

By: _____
Signature
Title: _____
Date: _____, 20_____

**Board of County Commissioners of
ADAMS COUNTY**

By: _____
Signature
Title: _____
Date: _____, 20_____

Approved as to Form:

County Attorney

Exhibit A

Expense Summary as of March 1, 2017
Associated Proposals