

**TOWN OF NEDERLAND, COLORADO
INTERGOVERNMENTAL AGREEMENT CONCERNING THE
IMPLEMENTATION OF BUILDING PERMIT AND
INSPECTION SERVICES FOR THE TOWN OF NEDERLAND**

This Intergovernmental Agreement by and between the COUNTY OF BOULDER, a body politic and corporate of the State of Colorado (Boulder County) and the TOWN OF NEDERLAND, a Colorado municipal corporation (Town), (collectively the "Parties") is made to be effective on the 14th day of MAY, 1996.

WITNESSETH:

WHEREAS, Section 29-20-101 et seq., C.R.S. enables the Parties to enter into Intergovernmental Agreements and authorizes each of the Parties to perform the functions described herein, as provided in Section 29-20-105, C.R.S.; and

WHEREAS, the Town of Nederland does not have its own municipal building inspectors, and the Town Board of Trustees has determined that it is in the best interests of the Town and its inhabitants to contract with Boulder County to provide building permit and inspection services within the boundaries specified under the terms of this Agreement; and

WHEREAS, Boulder County has determined that the County Building Official has the resources to provide building permit and inspection services to the Town of Nederland in exchange for the compensation to be provided by the Town of Nederland under this Agreement, and upon the further terms and conditions contained herein, and

WHEREAS, the Parties desire to enter into this Intergovernmental Agreement for the following purposes: (1) To provide building permit issuance and building inspection services for the Town of Nederland; and (2) to define the manner in which each of the Parties will participate in the provision of such services.

NOW, THEREFORE, in consideration of the mutual rights and obligations as set forth below, the parties agree as follows:

A. SERVICES TO BE PROVIDED

1. Boulder County will provide, through it's Chief Building Official and Building Inspectors, building permit and inspection services, and enforcement services for the Town of Nederland. Such services will include reviewing building permit applications, reviewing building plans, providing building inspections, and issuing certificates of occupancy. Boulder County will produce and provide all necessary forms for the processing of such building permit applications.

2. Boulder County will administer and enforce all applicable provisions of the Building Code provisions adopted by the Town subject to the enforcement procedures in the form in which it is formally adopted by the Town of Nederland.

B. COMPENSATION

All permit and application fees for such services described in Section A.1 above shall be collected by Boulder County; except that a percentage of such fees will be remitted to the Town of Nederland to cover the review and processing of paperwork for non-building code items as follows:

1. For minor permits, such as for re-roofing, re-siding, furnace or water heater replacements, etc., \$5.00 per permit.

2. For additions or remodels to existing structures or new accessory structures, such as sheds, garages or barns, \$15.00 per permit.

3. For new dwellings or other similarly-sized and valued structures, \$30.00 per permit.

4. For major commercial projects or other projects that require a great deal of non-code-related review and/or inspections on the part of the Town, the portion of the fees to be remitted to the Town will be as agreed upon by the Building Official and the Town Administrator.

5. Notwithstanding the above, the Town retains all rights and abilities to require applicants to pay separate fees to the Town in amounts as the Town may determine necessary to conduct other non-building-code review processes, such as, but not limited to: Nederland Use Taxes, Water Department fees, Sewer Department fees, Excavation Permit fees, Demolition Permit fees, Trash Deposit fees, sign permits, rezoning fees, subdivision fees, Planned Unit Development fees, special use review fees, and the like.

C. PERSONNEL

1. Every County officer and employee engaged in performing any of the enumerated services shall remain an officer or employee of Boulder County while performing the same and the relationship of the Chief Building Official to the Town of Nederland under this Agreement is that of an independent contractor. In this capacity, and for the sole purpose of providing the services contracted for hereunder, the Chief Building Official and his employees provided under this Agreement shall be considered to be agents of the Town of Nederland. For all other purposes, however, the Chief Building Official and his employees provided under this Agreement shall be considered to be officials or employees of Boulder County and not employees of the

Town of Nederland. All other persons who are employed by or acting as agents of the Town of Nederland shall be considered to be employees or agents of the Town of Nederland and not of Boulder County, and no person who is not a building inspector, employed and supervised by the Chief Building Official in the course of providing services hereunder shall be considered to be an agent or employee of Boulder County for any purpose.

D. CONTINGENCIES

1. All obligations of Boulder County under this Agreement are expressly contingent upon the adoption by the Town of Nederland of all applicable portions of the Boulder County Building Code prior to the effective date of this Agreement.

2. The rendition of the services provided for herein, the standards of performance, the discipline of officers and employees, and other matters incident to the performance of such services and the control of personnel so employed, shall remain solely with Boulder County. In the event of a dispute between the Parties herein as to the extent to the duties and services to be rendered hereunder, or the minimum level or manner of performance of such services, the determination thereof made by Boulder County shall be final and conclusive as between the Parties hereto.

E. LIABILITY

1. Boulder County shall not assume any liability for the intentional, willful or wanton, or negligent acts of the Town of Nederland or of any officer or employee thereof in the performance of this Agreement. Likewise, the Town of Nederland shall not assume any liability for intentional, willful or wanton, or negligent acts of the Boulder County or of any officer or employee thereof in the performance of this Agreement.

2. The Parties further agree, without waiving any governmental immunity protections to which they and their officials or employees are entitled under C.R.S. 24-10-101, et seq., to obtain adequate insurance to cover the liability and other risks to which they may be exposed as a result of the services to be provided pursuant to this Agreement, if either of the Parties does not already have such insurance, and to maintain such insurance throughout the term of this Agreement.

F. MISCELLANEOUS

1. This document constitutes the entire agreement between the Parties.

2. If the Town of Nederland is dissatisfied with Boulder County's performance of its duties pursuant to this Agreement, and such dissatisfaction cannot be resolved between the Parties, the Town of Nederland's sole remedy is to terminate this Agreement as herein provided.

3. This Agreement is effective as of the date on which it is signed by all of the representatives of the Parties, as provided in the signature portion of this Agreement. This Agreement shall remain in effect unless it is superseded by a new written agreement which is mutually acceptable to and signed by both Parties, or until it is terminated by either Party, provided that any such unilateral termination shall not be effective until six (6) calendar months after the date on which the terminating Party provides to the other Party written notification of its intent to terminate. Any such notice of termination shall be directed to the attention of the representative or representatives signing this Agreement for the nonterminating Party as specified in the signature portion of this Agreement, and shall be considered to have been provided on the date of postmarking, if the notice is placed in the U.S. mail, first class certified, postage paid with return receipt requested, or on the date of delivery, if the notice is delivered in any other manner.

4. Should any of the provisions of this Agreement be held to be invalid or unenforceable by a court of competent jurisdiction, then the balance of this Agreement shall be held to be in full force and effect, and this Agreement shall be interpreted as if such invalid provision or covenant were not contained herein.

5. This Agreement may be amended by the Parties at any time during its term, provided that any such amendment is agreed to in writing and signed by the authorized representatives of the Parties executing this Agreement as set forth in the signature portion, below.

6. The Parties, in their corporate and representative governmental capacities, are the only entities intended to be the beneficiaries of this Agreement, and no other person or entity is so intended.

BOULDER COUNTY

ATTEST:

Jason M. Gilbert
Clerk to the Board

By: *Ronald K Stewart*
5/14/96

TOWN OF NEDERLAND

ATTEST:

Dee M. [Signature]
Town Clerk

By: *Silvia N. Iorio*
Silvia N. Iorio, Mayor

