

29 74

INTERGOVERNMENTAL AGREEMENT CONCERNING
THE IMPLEMENTATION OF BUILDING AND ELECTRICAL PERMIT AND
INSPECTION SERVICES
FOR THE TOWN OF JAMESTOWN

This Intergovernmental Agreement by and between the COUNTY OF BOULDER, a body politic and corporate of the State of Colorado (Boulder County), hereinafter referred to as "the County," and the TOWN OF JAMESTOWN, a municipal corporation, hereinafter referred to as "the Town," (collectively the "Parties") is made to be effective on the ____ day of _____, 1997.

WITNESSETH;

WHEREAS, §29-20-101 et seq., C.R.S. as amended, and §29-1-201 et seq., C.R.S. as amended enable the Parties to enter into Intergovernmental Agreements; and

WHEREAS, the functions described in this Agreement are lawfully authorized to each of the Parties that perform such functions hereunder, as provided in §29-1-203 and §29-20-105, C.R.S. as amended; and

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

WHEREAS, the Town may be receiving electrical inspection services from State of Colorado electrical inspectors and, if so, intends to terminate such arrangement as soon as lawfully possible; and

WHEREAS, Boulder County has determined that the County Building Official has the resources to provide building and electrical permit and inspection services to the Town of Jamestown in exchange for the compensation to be provided by the Town under this Agreement 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 and electrical permit and inspection services for the Town of Jamestown; 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 its Chief Building Official and Building Safety & Inspection Services Division staff, building and electrical permits together with plan review and inspection services for the Town of Jamestown. Such services will include reviewing building and electrical permit applications, reviewing construction drawings, issuing building and electrical permits, providing building and electrical inspections, and issuing certificates of occupancy. Boulder County will produce and provide all necessary forms for the processing of such permit applications. Boulder County will begin to provide electrical inspections and services to the Town upon the lawful termination of any existing agreement between the Town and the State of Colorado for the provision of such services.

2. Boulder County will administer for the Town all applicable provisions of the Boulder County Building Code to the extent that Code has been formally adopted by the Town of Jamestown. By way of specific exclusion, Boulder County has not adopted the Uniform Code for the Abatement of Dangerous Buildings and will not administer that Code as adopted by the Town.

3. Attorney services from the Boulder County Attorney's Office for legal enforcement of building or electrical code violations in the Town are expressly excluded from this Agreement.

4. Boulder County will collect the County's use taxes from the Town's building permit applicants at the time of issuance of a permit. The Town hereby acknowledges and agrees to this use tax collection method.

B. COMPENSATION

All permit and application fees for such services described in section A.1. above shall be collected and retained by Boulder County; except that a portion of such fees will be remitted to the Town of Jamestown to cover the Town's administration, review and processing of 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-building-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 0.025 x the total of the building/electrical permit and plan review fees.

5. Notwithstanding the above, the Town retains all rights and abilities to require applicants to pay separate fees to the Town in amounts as it may determine necessary to conduct other non-building-code-related review processes, such as for sign permits, rezonings, subdivisions, PUDs, special use reviews, drainage, utilities, streets and the like, and fees for other purposes of the Town including capital improvement fees.

C. PERSONNEL

1. The parties recognize and agree that the Chief Building Official is an independent contractor for all purposes, both legal and practical, in performing services under this Agreement, and the Chief Building Official and the Building Safety & Inspection Services Division staff are not agents or employees of the Town for any purpose. As an independent contractor, the Chief Building Official shall be responsible for employing and directing such personnel and agents as it requires to perform the services provided hereunder, shall exercise complete authority over his personnel and agents, and shall be fully responsible for their actions. All other persons who are employed by or acting as agents of the Town shall be considered to be employees or agents of the Town and not of the County.

D. CONTINGENCIES

1. All obligations of Boulder County under this Agreement are expressly contingent upon the Town's adoption of the Boulder County Building Code. Any subsequent amendments to the Boulder County Building Code shall be adopted by the Town within six months of the effective date of those amendments. The Chief Building Official shall notify the Town of any subsequent amendments to the Boulder County Building Code within a reasonable time of their passage.

2. If applicable, the Town shall notify the State immediately upon execution of this Agreement of its intent to terminate its Agreement with the State of Colorado for the provision of electrical inspection services to the Town. Boulder County and the Town intend for those terms of this Agreement pertaining to the provision of electrical inspection services by Boulder County to commence only upon the lawful termination of the Town's Agreement with the State and upon written notification by the Town to Boulder County's Chief Building Official that its Agreement with the State has been lawfully terminated.

3. 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 by the County and the control of personnel so employed by the County, shall remain solely with Boulder County.

E. LIABILITY

1. Each party assumes responsibility for the actions of its employees in the performance or failure to perform work under this Agreement.

2. The Parties further agree 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, and to maintain such insurance throughout the term of this Agreement.

3. By entering into this Agreement, neither County nor Town waives or intends to waive, as to any person not a party to this Agreement, the limitations on liability and other protections which are provided to the County and the Town under the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S.

E. MISCELLANEOUS

1. Term of Agreement. 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, below. The term of the Agreement shall run for a period of one year from the effective date, but will automatically renew under the same terms and conditions unless either party gives six months' notice to the other party of its intent not to renew. The Agreement may be renewed again in the same manner for a total of three years.

2. Amendments. This document contains the entire agreement between the Parties. This Agreement may be amended the Parties at any time during its term, provided that any such amendment is agreed to in writing and signed by each of the Parties executing this Agreement.

3. Termination of Agreement Sole Remedy. If either party becomes dissatisfied with the terms or performance of the conditions of this Agreement, the sole remedy of that party is to terminate this Agreement as herein provided.

4. Severability. Should any of the provisions of this Agreement be held to be invalid or unenforceable, 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 agreement or provision were not contained herein.

5. Third-Party Beneficiary. The enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement shall be strictly reserved to the County and the Town, and nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this contract that any person receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Dated this 29 day of December, 1997.

BOULDER COUNTY
BOARD OF COMMISSIONERS

TOWN OF JAMESTOWN

Ronald K. Stewart Date: _____
RONALD K. STEWART, CHAIR

ATTEST: 1/8/98

James M. O'Neil Date: 12/29/97
MAYOR

ATTEST:

Jessie M. Ashcraft
Clerk to the Board

Thany Ellen Burch
Town Clerk

