

INTERGOVERNMENTAL AGREEMENT
(Administrative Services)

THIS INTERGOVERNMENTAL AGREEMENT (Agreement), is made and entered into this ____ day of _____, 2016, effective as of November 1, 2016, by and between the Town of Columbine Valley, a Colorado municipal corporation (“Columbine”), 2 Middlefield Road, Columbine Valley, Colorado 80123, and the Town of Bow Mar, a Colorado municipal corporation (“Bow Mar”), 5395 Lakeshore Drive, Bow Mar, Colorado 80123.

RECITALS

WHEREAS, Columbine and Bow Mar are political subdivisions of the State of Colorado, incorporated as statutory towns pursuant to Title 31, Colorado Revised Statutes of 1973, as amended; and

WHEREAS, in accordance with C.R.S. Section §29-1-203, as amended, political subdivisions may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting entities; and

WHEREAS, both political subdivisions require administrative services (as defined below) which benefit the residents and visitors of their respective municipalities; and

WHEREAS, Bow Mar desires to enter into this Agreement pursuant to which certain administrative services will be provided to Bow Mar by Columbine, through the cooperative participation of Bow Mar and Columbine; and

WHEREAS, Columbine is willing and able to furnish such administrative services to Bow Mar as more particularly set forth below in this Agreement; and

WHEREAS, Bow Mar has determined that it is in its best interest to have Columbine provide such administrative services; and

WHEREAS, the Boards of Trustees of the Town of Columbine Valley and the Town of Bow Mar have authorized the execution of this Agreement between the parties hereto;

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and promises contained herein, Columbine and Bow Mar, hereto agree as follows:

1. Line of Authority. The Mayor of Bow Mar (the “Authorized Representative”) is hereby designated as Authorized Representative of Bow Mar for the purpose of administering, coordinating and approving the Services (as defined below) performed by Columbine on behalf of Bow Mar under this Agreement. Without limiting the foregoing, however, to the extent the Services performed under this Agreement specifically fall within or under the scope of one or more of the administrative departments of a Trustee of Bow Mar, as per the Bow Mar, Colorado, Municipal Code (the “Bow Mar Code”), then the Authorized Representative shall have the option to designate, or not designate, such Trustee, as applicable, as the Authorized Representative for such specific Services within the scope of such administrative department.

2. Administrative Services. For the period November 1, 2016, through December

31, 2017 (the “Initial Term”), Columbine agrees to provide the following Building Department services (collectively, the “Services”) to Bow Mar in the same manner and frequency as similar services are provided to Columbine residents and visitors and in all instances in compliance with applicable laws, including, without limitation, the Bow Mar Code:

- A. **Contractor Licensing:** Functions will include the production of forms, which may be made available on the Bow Mar Town website and at the Columbine Valley Town Hall. All forms will feature Bow Mar branding but will otherwise mirror that of Columbine Valley; provided, however, that in the event Bow Mar has existing forms, Columbine will utilize such existing forms until depleted.

Columbine Valley will collect and process application forms and all associated information including copies of state licenses (as applicable) and proof of general liability and workers’ compensation (as applicable) insurance with the Towns of Bow Mar and Columbine Valley listed as “additional or also insured”. Commencing on January 1, 2017, Columbine will also collect all licensing fees (which such amounts and processes will correspond with the Town of Columbine Valley), and the issuance of paper certificates in person or by mail.

Commencing on January 1, 2017, all contractors’ licenses will be for the calendar year (January 1 - December 31) with a 50% reduction of rate after July 1. Current licenses issued and costs are available for review will be on the Columbine and Bow Mar web sites. Payments for licenses are to be check, money order, or credit card. No cash payments will be accepted. All fees will belong to Bow Mar and shall be remitted to Bow Mar on a periodic basis as mutually agreed by Columbine and Bow Mar.

Concurrently with the activation of this Agreement, Bow Mar shall adopt any and all ordinances making official the licensing of Contractors, which such licensing shall be effective as of January 1, 2017. Contractors currently engaged in a project will be sent one communication via USPS drafted by Columbine and sent by the Town of Bow Mar Building Commissioner asking that they immediately comply with new licensing requirements.

- B. **Building/Demolition Permits/Certificates of Occupancy:** All permits and certificates of occupancy will be administered and issued according to the following provisions. Columbine will accept permit application packets at the Columbine Valley Town Hall during normal business hours. Columbine will produce the application forms, which may be made available on the Bow Mar Town website and at the Columbine Valley Town Hall. All forms will feature Bow Mar branding but will otherwise mirror that of Columbine, except as provided herein.

Documents collected at the time of application submittal will include appropriate approval of the Bow Mar Homeowner's Inc. Architectural Control Committee, Bow Mar contractor's license (or application), and a signed copy of the contract or other reasonable documentation between the contractor and the homeowner (used to verify scope of work and valuation of project). Columbine issues permits based on full contract price.

Audits may be initiated by either the homeowner/contractor or the Bow Mar at the conclusion of the process should either party believe that the permit price does not accurately reflect the total valuation as stated at the time the permit was issued.

This Agreement between Bow Mar and Columbine does not include the audit process, which would need to be conducted by Bow Mar.

Other documents, such as engineering letters, two sets of plans (paper and digital if larger than 11x17"), soil reports, etc. may be required based on the scope of the project.

It is acknowledged by the parties that Bow Mar has not enacted a sales and use tax but that Bow Mar may consider such a measure in the future and the Services will include the implementation and collection of such tax on the account of Bow Mar.

Once a complete application packet has been submitted, Columbine will coordinate the review of the plans (as appropriate) with a plans reviewer selected by Bow Mar. This reviewer will be responsible for picking up and dropping off reviewed plans at the Columbine Valley Town Hall. The reviewer is responsible for identifying any additional approvals required by Bow Mar and alerting Columbine of any application deficiencies. The reviewer is also responsible for completing a punch list of required inspections and submitting that to Columbine at the time reviewed plans are returned. Once ready, Columbine will contact the applicant and alert them that the permit is ready for pick up at the Columbine Valley Town Hall and of the final permit cost. Payments for permits are to be check or

money order. No cash or credit card payments will be accepted.

Columbine Valley will not be responsible for the performance or abilities of the Bow Mar plans reviewer or building inspector(s) and will not be held in any way liable for their performance or quality/results of work. All permissions, variances, releases and approvals are the responsibility of Bow Mar and its inspectors. Permits will not be issued until all predetermined criteria are met and approved by Bow Mar. Columbine will not be held responsible or liable for work performed by any permit holder after the permit has been issued.

Demolition permits are issued only on total building removal for a flat fee as per the Bow Mar schedule of fees (currently, \$1,000.00). Permits will be scheduled prior to demolition to verify utility shut-offs.

Certificates of Occupancy are issued to SFR new builds or “substantial” remodels/additions once all inspections are approved and the building inspector and Building Commissioner have approved issuance. This process and all forms will mirror that of Columbine.

- C. **Inspection Scheduling:** Inspections will be coordinated through Bow Mar building inspector and/or the State of Colorado as appropriate.

By the close of business each Friday, Bow Mar will provide to Columbine a hard copy or digital list of inspections completed over the last seven days. Information shall include address, type of inspection, status (pass/fail/notes) and such other pertinent information.

- D. **Record Keeping:** Columbine will create and maintain a Building Department Log for Bow Mar. This paper log will document all registered contractors and issued building permits. While the format of this log may vary slightly from year to year, it will generally contain the following information for contractors: license number, issue date, license type, state license verified, insurance verification and expiration dates, contact information and confirmation of payment; and the following information for permits issued: permit numbers, contractor contact information, project description, fee breakdown, issue date and confirmation of payment.

Digital records will also be kept, by contractor and by address, and include permit applications, application packets, building permits, inspection cards, inspection slips, and certificates of occupancy.

Paper records will be kept at the Columbine Valley Town Hall in

accordance with the Colorado Records Retention Schedule. They will be made available to Bow Mar elected officials and staff at any time by request and to the general public per Columbine open records request policy.

- E. **Reports and Administration:** Monthly reports will be produced after the 1st and before the 14th of each month and will be sent electronically to the Bow Mar Building Commissioner and Bow Mar Town Clerk. Monthly reports will include permits/COPs issued and cost breakdowns of each permit, inspections conducted, and licenses issued and fees collected. Columbine will provide information to county assessor's offices as requested. All fees will belong to Bow Mar and shall be remitted to Bow Mar on a periodic basis as mutually agreed by Columbine and Bow Mar. Notwithstanding anything contained in this Agreement to the contrary, permit fees shall be based upon the schedule of fees promulgated by Bow Mar from time to time.

Additionally, the Columbine Valley Building Department Assistant and/or Town Administrator will be available for one monthly meeting with Bow Mar representatives (Mayor, Building Commissioner, Clerk, etc.) to be established at a predetermined time during regular business hours and to last no more than one hour after the initial start-up period which should last no more than three months. In addition, the Columbine Valley Building Department Assistant and/or Town Administrator will either attend or send a representative to the Bow Mar Trustee's meeting once per calendar quarter and Bow Mar shall have the right to reasonably request additional attendance on as as-needed basis. Columbine reserves the right to request additional meetings as needed. All meetings will be held at the Columbine Valley Town Hall.

Columbine Valley's Town Administrator will be Bow Mar's primary contact and will supervise all employees. Performance concerns and/or any performance reviews should be submitted to the Town Administrator and copied to the Mayor of Columbine Valley for them to address as they see reasonable.

- F. **Customer Service:** All citizens, vendors, contractors, etc. will be treated equally be they from Columbine or Bow Mar. In the execution of this Agreement, Columbine can provide use of an existing telephone line for inspection requests or Bow Mar can chose to pay for a dedicated telephone line. In either case, phone calls are answered on a first come-first serve basis, and will be answered as "Town Hall".

Building Department information posted on the Bow Mar web site will be the responsibility of Bow Mar. Columbine will be responsible for

providing to the Bow Mar Building Commissioner information and forms as/if they change and noting errors and inconsistencies on occasion but will not serve as Bow Mar's web master and will not be held responsible for web site content. Columbine will not make any reference to the Bow Mar Building Department on its town web site.

While there is a drop box outside of the front door at the Columbine Valley Town Hall, citizens and customers are discouraged from using this box outside of business hours and the Staff of Columbine won't be held responsible for items left inside the box.

Very rarely, staffing or weather issues require the Columbine to close Town Hall during normal business hours. While every precaution is taken to avoid such occurrences, the Town will not be held responsible should a citizen of Bow Mar require assistance during such times.

Prior to Commencement of this Agreement, Columbine will require a complete status list of all "in- process"/active and applied for permits. Columbine Valley will take over the inspection scheduling for all "in-process"/active permits but all other processes and activities associated with these permits will remain the responsibility of Bow Mar.

Furthermore, Columbine is considering systems and software packages to modernize the functions of our building department. Should Columbine adopt any new systems or software packages, Bow Mar will review and attempt to simultaneously adopt associated changes so long as the level of service offered is not diminished.

3. Payment.

- A. Bow Mar shall pay to Columbine the sum of \$40,000.00 per full calendar year of the Term (as defined below), appropriately prorated for the Initial Term and/or any other period less than a full year on a 365 calendar day basis.
- B. Payment shall be made in accordance with the terms set forth in Schedule A, which is attached to and incorporated by reference herein, appropriately prorated for the Initial Term and/or any other period less than a full year on a 365 calendar day basis.

4. Scope of Services.

- A. Columbine will only provide Staff resources in connection with the Services to be provided under the terms of this Agreement. All other expenses, including transition costs, office supplies and equipment, phone lines, and the like shall be agreed to by the Authorized Representative in advance and billed by Columbine directly to Bow Mar on a monthly basis to be paid within thirty (30) days of invoicing.
- B. Bow Mar shall appoint and/or hire all building inspectors independently of this Agreement and shall be responsible for the payment of all fees and costs associated therewith. All fees collected for and on behalf of Bow Mar hereunder shall be retained by Bow Mar.
- C. Bow Mar acknowledges that Columbine shall not provide insurance or assume liability for Bow Mar Town Trustees and Mayor, or for Bow Mar Town employees, including any negligence or intentional acts of such employees, Trustees or Mayor.
- D. Representatives from each governing body shall meet on an as needed basis, in order to exchange information and ideas concerning the Services, as agreed upon by the parties.
- E. Columbine and its Staff shall provide the Services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally acceptable standards in Columbine's community and region. All work product of the Staff under this Agreement and related to Bow Mar shall remain owned and controlled by Bow Mar.
- F. Columbine agrees that no official, officer or employee of Columbine shall have any personal or beneficial interest whatsoever in the Services or property described herein. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of Columbine by placing Columbine's own interests, or the interest of any party with whom Columbine has a contractual arrangement, in conflict with those of Bow Mar.
- G. Columbine is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Agreement, all Staff assigned by Columbine to perform work under this Agreement shall be and remain at all times, employees of Columbine for all purposes. It is agreed that Columbine shall have direct control with respect to the manner and performance of Services. Columbine and the Staff are not entitled to workers' compensation or unemployment benefits through Bow Mar and Columbine is obligated to pay federal and state income tax on any monies earned pursuant to the contract relationship.

- H. The parties hereto understand and agree that both Bow Mar and Columbine; their respective trustees, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to Columbine and Bow Mar.
- I. Columbine agrees that, upon request of the Authorized Representative, at any time during the term of this Agreement, or three (3) years thereafter, it will make full disclosure to Bow Mar and make available for inspection and audit upon request by the Authorized Representative, the Bow Mar Board of Trustee or any of their authorized representatives, all of its records associated with the Services performed under this Agreement.

5. Indemnification and Insurance.

- A. Columbine shall maintain liability and other insurance in an amount to be agreed upon by Columbine and Bow Mar, but in no event less than the limits of liability specified in the Colorado Governmental Immunity Act, as amended. Any insurance contract shall name Bow Mar (and, as applicable, the Trustees and Mayor) as an additional insureds and/or loss payees with respect to the subject matter of this Agreement. Bow Mar shall be provided with a copy of the certificate of insurance which shall provide that the insurance will not be cancelled or modified unless there has been thirty (30) days prior notification to Bow Mar and the opportunity to review the insurance contract during Columbine's regular business hours.
- B. Bow Mar acknowledges that Columbine shall not provide insurance or assume liability for Bow Mar Town Trustees and Mayor, or for Bow Mar town employees, including any negligence, liability or intentional acts of such employees, Trustees or Mayor. Bow Mar further acknowledges that Columbine shall not have any liability arising out of or connected with the constitutionality or legal validity of Bow Mar's ordinances, resolutions and contracts.
- C. Columbine shall provide for the compensation, including salaries, wages and benefits, including, without limitation, all insurance as required by law, of all Columbine personnel, and shall indemnify, defend and hold harmless Bow Mar from any claim for or payment of compensation for

injury or sickness of a Columbine employee arising out of employment pursuant to the terms of this Agreement.

- D. Bow Mar agrees to indemnify, defend and hold Columbine harmless from claims, suits, demands, obligations and liabilities of every kind or nature arising from or incurred during the Term hereof as a result of the actions of the Town of Bow Mar, the Board of Trustees and Mayor, and the employees, representatives or agents of Bow Mar. In that regard, Bow Mar shall maintain liability and other insurance in an amount to be agreed upon by Columbine and Bow Mar, but in no event less than the limits of liability specified in the Colorado Governmental Immunity Act, as amended. Any such insurance contract shall name Columbine as an additional insured. Columbine shall be provided with a copy of the Certificate of Insurance which shall provide that the insurance will not be cancelled or modified unless there has been thirty (30) days prior notification to Columbine and the opportunity to review the insurance contract. In the event a claim is brought against Columbine for any liability as described in this paragraph 5D, then Bow Mar agrees to defend said claim on behalf of Columbine, at its own expense and shall reimburse Columbine for any and all attorney's fees incurred by Columbine in connection therewith.

- E. Columbine agrees to indemnify, defend and hold Bow Mar harmless from claims, suits, demands, obligations and liabilities of every kind or nature arising from or incurred during the Term hereof as a result of the actions of Columbine, the Staff and/or the Columbine its employees, representatives or agents, subsequent to the commencement of the Initial Term. In the event a claim is brought against Bow Mar for any liability as described in this paragraph 5E, then Columbine agrees to defend said claim on behalf of Bow Mar, at its own expense and shall reimburse Bow Mar for any and all attorney's fees incurred by Bow Mar in connection therewith.

6. Term; Termination.

- A. The term of this Agreement (the "Term") shall consist of the Initial Term and any renewal of the Term as provided below in subsection B. From and after the Initial Term, either party may terminate this Agreement, with or without cause, upon six (6) months prior written notice. In such event, each party shall be responsible for its own cost incurred by reason of the termination.

- B. Should either party desire to continue this Agreement for the calendar year 2018, or later (which such extension(s) shall become part of the Term), the parties shall provide written notice to the other of its desire to renew this Agreement no later than the December 1st of the applicable calendar year, in which event the parties shall then use good faith efforts to negotiate the terms of an amendment to this Agreement prior to December 31st of such year. In the event the parties are negotiating in good faith and intend to agree upon an amendment extending the Term of this Agreement, but such amendment has not been finalized by the deadline set forth above, the parties can elect to continue the terms of the then existing Agreement by written notice to the other party to allow for the finalization of the applicable amendment.
- C. Upon termination of this Agreement, Columbine will return to the Bow Mar all records, notes, documentation and other items that were used, created, or controlled by Columbine during the Term of this Agreement.

7. Miscellaneous

- A. Communications with regard to the performance of this Agreement shall be between the respective Mayors of the parties or their designated Authorized Representatives, and to Columbine Valley Town Administrator concerning the conduct of the Services. Bow Mar shall provide necessary copies of all ordinances, resolutions and contracts which are to be relied upon by Columbine in the performance of its Services under this Agreement. Such ordinances shall have been certified by the Bow Mar Clerk, as true copies of the ordinances by the current Bow Mar Clerk as true copies of the ordinances in his/her possession and such ordinances shall have been accompanied with the certification from the Bow Mar Town Attorney, certified that the ordinances were properly adopted and in his/her opinion, are valid and enforceable.
- B. Notwithstanding any other term, condition or provision herein, each and every obligation of the Town of Columbine Valley and the Town of Bow Mar stated in this Agreement is subject to the requirements of prior appropriation of funds therefor by the governing body of either Town.
- C. Neither party shall be liable or deemed to be in default for any delay or failure in performance of this Agreement or interruption of services resulting directly or indirectly from acts of God, or any causes beyond the reasonable control of such party.

- D. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Bow Mar and Columbine, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of Bow Mar and Columbine that any person or party other than Bow Mar or Columbine receiving Services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction and venue for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach thereof, shall be only in the Arapahoe County District Court.
- F. This Agreement, including the Schedule attached hereto, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties. This Agreement may not be modified except by a writing signed by a duly authorized representative of each of the parties.
- G. In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall recover reasonable expenses, including reasonable attorney's fees.
- H. Any notice required to be given by either party to the other shall be deemed given if in writing and actually delivered or deposited in the United States mail in registered or certified form with return receipt requested, postage prepaid, addressed to the notified party at the address set forth above or as changed by notice given pursuant to this Section.

Town of Columbine Valley
2 Middlefield Road
Columbine Valley, CO 80123,

Town of Bow Mar
5395 Lakeshore Drive
Bow Mar, CO 80123

- I. This Agreement is not assignable by either party hereto without the written consent of the other.

- J. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- K. No waiver by any party of any breach of any provisions hereof shall be effective or enforceable unless made in writing signed by the party.
- L. This Agreement is a full and complete integration of the terms, conditions and Agreement of the parties whether oral or written.
- M. Columbine, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Columbine or divulge, disclose, or communicate in any manner, any information that is proprietary to the Bow Mar. Columbine and its Staff, employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

This Agreement shall be effective on the _____ day of _____, 2016.

The foregoing Agreement was approved by resolution of the Board of Trustees of the Town of Columbine Valley on the ____ day of _____, 2016, and approved by resolution by the Board of Trustees of the Town of Bow Mar on the _____ day of _____, 2016, and each resolution authorized and directed the Mayor to sign and the municipal clerk to attest to this Agreement.

Dated this ____ day of _____, 2016.

Town of Columbine Valley, Colorado

By: _____
Mayor

Attest: _____

Town of Bow Mar, Colorado

By: _____
Mayor

Attest: _____

SCHEDULE A

Payment schedule for calendar year 2016 (subject to proration):

<u>Payment Due Date</u>	<u>Payment Amount</u>
November 1, 2016	\$6,684.93

Payment schedule for calendar year 2017:

January 1, 2017	\$10,000
March 1, 2017	\$10,000
July 1, 2017	\$10,000
October 1, 2017	\$10,000

Payment schedule for calendar year 2018:

January 1, 2018	\$10,000
March 1, 2018	\$10,000
July 1, 2018	\$10,000
October 1, 2018	\$10,000