

**RESOLUTION 2007-2**

**TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH CHAFFEE COUNTY WHEREBY THE CHAFFEE COUNTY BUILDING DEPARTMENT WILL SERVE AS THE TOWN'S BUILDING OFFICIAL**

**WHEREAS**, C.R.S. §29-1-203 allows political subdivisions within this State to contract with one another to provide certain functions and services; and

**WHEREAS**, Article XIV, Section 18(2)(a) and (b) of the Colorado Constitution permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments; and

**WHEREAS**, the Town is in need of a building inspector and is desirous of entering into a contract with the Chaffee County Board of Commissioners (Board) whereby the Chaffee County Building Department will serve as the Town's building official, all as more fully set forth in this Agreement; and

**WHEREAS**, this resolution would renew the existing intergovernmental agreement with Chaffee County for the provision of these services; and

**WHEREAS**, the Board is willing to provide such services, provided the Town adopts the same building code as in effect in the County.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF PONCHA SPRINGS, COLORADO** that the Intergovernmental Agreement contained herein as Exhibit A be adopted and that the Mayor and Town Clerk be authorized to execute such Agreement.

**RESOLVED, APPROVED and ADOPTED this 12th day of March, 2007.**

/s/ \_\_\_\_\_  
Mark F. Thonhoff, Mayor

ATTEST:

/s/ \_\_\_\_\_  
Diana K. Heeney, Town Clerk

**EXHIBIT A TO RESOLUTION 2007-2**

**BUILDING INSPECTION**  
**INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2007 by and between the Town of Poncha Springs, Colorado, a municipal corporation (the "Town"), and the Board of County Commissioners of Chaffee County, Colorado (the "Board").

WHEREAS, C.R.S. §29-1-203 allows political subdivisions within this State to contract with one another to provide certain functions and services; and

WHEREAS, Article XIV, Section 18(2)(a) and (b) of the Colorado Constitution permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments; and

WHEREAS, the Town is in need of a building inspector and is desirous of entering into a contract with the Board whereby the Chaffee County Building Department will serve as the Town's building official, all as more fully set forth in this Agreement; and

WHEREAS, the Board is willing to provide such services, provided the Town adopts the same building code as in effect in the County; and

WHEREAS, on **March 12 2007**, the Poncha Springs Board of Trustees authorized the Mayor and Clerk of the Town to execute this Agreement on behalf of the Town; and

WHEREAS, on \_\_\_\_\_, 2007, the Board authorized its Chairman and Clerk to execute this Agreement on behalf of Chaffee County.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the parties agree as follows:

1. The Chaffee County Building Department shall serve as the Building Official for the Town and shall perform all duties required of such official, and shall be charged with the responsibility of receiving applications under the Town's Building Code, reviewing construction documents and issuing permits for the erection, and alteration of buildings and structures pursuant to the Town's Building Code and performing related inspections. The Building Official will not perform zoning services and will not serve as zoning officer for the Town. The County will not be responsible for appeals from decisions of the Building Official regarding the Town's Building Code or for requests for variances. Such appeals and requests shall be the Town's responsibility and be considered by the Town board of appeals or other applicable review board. Chaffee County shall not be responsible for pursuing violations of the Town's Building Code. Such shall be the Town's responsibility. The Building Official may, at the Town's request, investigate violations of the Town's Building Code and turn over the results of such investigation to the Town for follow-up.

2. The County Building Code currently is comprised of the 2000 International Building Code, including amendments set forth in Exhibit A to the Building Code Resolution, the 2000 International Residential Code, including amendments set forth in Exhibit C to the Building Code Resolution, the fee schedule set forth in Exhibit B to the Building Code Resolution, the 2002 National Electrical Code, including amendments set forth in Exhibit D to the Building Code Resolution, the 1997 Uniform Mechanical Code, the 1997 Uniform Plumbing Code, the Chaffee County Insulation and Window Requirements as set forth in Exhibit E to the Building Code Resolution and the Building Permit Effective Periods and Extensions set forth in Exhibit A to Chaffee County Resolution 2004-32. The existing Codes of the Town and County are substantially similar and no changes to the Town Codes are required by the Town until such time as the County adopts new Codes.
3. The County recognizes the importance of the downtown historic district and other historic structures in the Town and both parties will adopt building codes that recognize these unique structures and which allow flexibility for their reuse and preservation.
4. The County shall work with the Town during the Code adoption process to ensure adopted Codes are acceptable to both entities. After adoption of changes to the Building Code by the County from time to time, the Town shall adopt the same changes within thirty (30) days.
5. Chaffee County shall retain one-hundred percent (100%) of all building permit fees for inspections performed by the Chaffee County Building Department acting as the Town's Building Department plus one-hundred percent (100%) of all "plan check fees" and any other fees paid directly to the Building Department (this would cover other miscellaneous fees, for example, food service). Provided the Town has adopted the County Code, as adopted by the County from time to time, such sums shall represent the entire compensation due Chaffee County. If the Town fails to adopt the County Code, or adopt changes to the County Code promptly after adoption of such changes by Chaffee County, the Town will pay a monthly fee of \$1000 to the County, in addition to the fees collected by the County as set forth above. The Town acknowledges that there will be no waiver of fees for services performed by the Chaffee County Building Department with respect to Town projects or Town-owned buildings or property.
6. The Town shall use application forms and other data gathering instruments and requests as stipulated by the Chaffee County Building Department to facilitate coordination and correlation with other instruments in use in neighboring jurisdictions. The County shall incorporate Town zoning review forms into the application forms where applicable.
7. Applications requiring zoning approval will first be submitted to the Town. After review, the Town shall forward applications to the Chaffee County Building Department.
8. The County shall supply monthly building permit status reports to the Town as well as two department updates to the Town Council each year.
9. This Agreement shall be effective upon execution by all the parties and shall continue until December 31, 2007, unless sooner terminated by either party, with or without cause, upon six-months prior written notice to the non-terminating party. The term may be extended for one-

year periods upon approval by both parties. The agreement shall continue as a binding agreement until acted upon.

10. Active permits commenced while this agreement is in effect shall continue until completion under the review of the Building Department; expired permits shall be issued under the terms of the Town Building Codes or under a new agreement, as appropriate.
11. The Town shall provide, at its expense, adequate liability insurance naming the Chaffee County Building Department as an insured person while such building inspector is performing services for the Town and the Town will otherwise indemnify and hold the County harmless from any claims by third parties resulting from services performed by the Chaffee County Building Department in the performance of such duties for the Town.
12. This Agreement represents the entire understanding between the parties with respect to its subject matter. This Agreement supersedes any prior agreements, oral or written, with respect to its subject matter.
13. The parties agree to comply with the requirements of C.R.S. §29-1-205.

**IN WITNESS WHEREOF** the parties have executed this Agreement the day and year first above written.

**TOWN OF PONCHA SPRINGS**

**CHAFFEE COUNTY  
COMMISSIONERS**

By: /s/ \_\_\_\_\_  
Mark F. Thonhoff, Mayor  
March 12, 2007

By: /s/ \_\_\_\_\_  
Tim Glenn, Chairman

ATTEST:

ATTEST:

By: /s/ \_\_\_\_\_  
Diana K. Heeney, Town Clerk  
March 12, 2007

By: /s/ \_\_\_\_\_  
Clerk