

**TOWN OF PONCHA SPRINGS
RESOLUTION #2013-3**

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

A. **WHEREAS**, this resolution would renew the existing intergovernmental agreement with Chaffee County for the provision of these services and the County's Board of Review would serve as the Town's Board of Appeals, all as more fully set forth in this Agreement; and

B. **WHEREAS**, the Board is willing to provide such services, provided the Town adopts and maintains 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 13th day of May, 2013.

Richard Furton, Mayor

ATTEST:

Diana K. Heeney, Town Clerk

EXHIBIT A
BUILDING INSPECTION AND APPEALS BOARD
INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made and entered into on _____, 2013 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”).

- C. C.R.S. §29-1-203 allows political subdivisions within this State to contract with one another to provide certain functions and services.
- D. 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.
- E. 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 and the County’s Board of Review would serve as the Town’s Board of Appeals, all as more fully set forth in this Agreement.
- F. The Board is willing to provide such services, provided the Town adopts and maintains the same building code as in effect in the County.
- G. On _____, 2013, by Resolution __ Series 2013 the Town’s Board of Trustees authorized the Mayor and Clerk of the Town to execute this Agreement on behalf of the Town.
- H. On _____, 2013, the Board authorized its Chairman and Clerk to execute this Agreement on behalf of Chaffee County.

THUS, in consideration of the mutual promises and covenants contained in the Agreement, 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. Where there are substantive differences between the Town’s Building Code and Chaffee County’s Building code, 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 Town will designate the County Board of Review to serve as the Town’s Board of Appeals. The County will be responsible for processing Building Code appeal applications

and setting a date for the meeting time of the Board of Review, and will retain 100% of the application fees for appeals of decisions of the Building Official regarding the Town's Building Codes. The Town will be responsible for all legal fees or outside review services incurred with the review of an appeals application by Chaffee County.

3. The existing Building Codes of the Town and County are substantially similar and no changes to the Town Codes are required until such time as the Town and County adopt new Codes, recognizing that there are some local amendments which each jurisdiction has independently adopted.
4. The County recognizes the importance of the historic structures the Town and both parties will adopt building codes that recognize these unique structures and which allow flexibility for their reuse and preservation.
5. The Town shall promptly adopt changes to its Building Code to reflect changes to the County Code adopted by the County from time to time. The County shall endeavor to work with the Town during the Code adoption process to ensure adopted Codes are acceptable to both entities.
6. 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 Chaffee County Building Department (this would cover other miscellaneous fees, for example, electrical and plumbing permits). The Town acknowledges that there would 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.
7. 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. In no way shall the incorporation of such forms imply that the County is assuming responsibility for zoning review.
8. Applications requiring zoning, development, subdivision or other non-Building-Code-related approvals will first be submitted to the Town. After review, the Town shall forward applications to the Chaffee County Building Department.
9. The County shall supply monthly building permit status reports to the Town as well as two department updates to the Town Council each year, when requested.
10. This Agreement shall be effective upon execution by the parties and shall continue until December 31, 2013, unless sooner terminated by either party, with or without cause, upon six months prior written notice to the non-terminating party. The term shall automatically be extended for additional one-year periods unless terminated by written notice delivered thirty (30) days prior to expiration of the then-current term.

11. Active permits commenced while this Agreement is in effect shall continue until completion under the review of the Chaffee County Building Department; expired permits shall be issued under the terms of the Town Building Codes or under a new agreement, as appropriate.
12. The Town shall maintain, at its expense, liability insurance within its standard limits naming the Chaffee County Building Department as an insured entity while its 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.
13. 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.
14. The parties agree to comply with the requirements of C.R.S. §29-1-205.

The parties have executed this Agreement as of the day and year first written above.

**TOWN OF PONCHA SPRINGS, COLORADO BOARD OF COUNTY
COMMISSIONERS OF CHAFFEE
COUNTY**

By _____
Richard Furton, Mayor

By _____
Dennis Giese, Chairman

ATTEST:

ATTEST:

By _____
Town Clerk

By _____
Clerk