

TOWN OF MOFFAT, COLORADO

RESOLUTION NO. 05-04-2014

PUBLIC SCHOOL BUILDING INSPECTION

INTERGOVERNMENTAL AGREEMENT

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INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT, made and entered into this 08 day of MAY, 2014 by and between the Town of Moffat, 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 public school 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 for public school construction projects only; and

WHEREAS, the Board is willing to provide such services using the Building and Mechanical Codes adopted by the State of Colorado Division of Fire Prevention and Control; and

WHEREAS, on 08th of May, 2014, by Resolution No. 0504 Series of 2014, the Town Board of the Town authorized the Mayor and Clerk of the Town to execute this Agreement on behalf of the Town; and

WHEREAS, on _____, 2014, 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 only for public school construction projects and shall perform all duties required of such official, and shall be charged with the responsibility of receiving applications under the Building Code Adopted by the Colorado Division of Fire Prevention and Control (DFPC), reviewing construction documents and issuing permits for the erection, and alteration of public school buildings and associated structures pursuant to the DFPC'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 be responsible for appeals from decisions of the Building Official regarding the Building Code. Such appeals and requests shall be the County's responsibility and be considered by the Chaffee County Board of Appeals or other applicable review board. Chaffee County shall not be responsible for pursuing violations of the Town's Building Code for any building other than Public School Construction Projects; such shall be the Town's responsibility if any such responsibility exists.

2. The existing Building Codes of the DFPC and County are substantially similar and no changes to the Town Codes are required. The County will enforce the Code's adopted by the DFPC.

3. 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 for public school construction projects 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, mechanical permits) as full compensation for the services provided herein. These fees will be paid directly to Chaffee County from the permit applicant or property owner (School District). The Town will have no financial commitment to the County as the permit fees will be paid to the County directly by the applicant or property owner.

4. The County shall use application forms and other data gathering instruments and requests as stipulated by the Chaffee County Building Department. Applications for permits will be taken and the Chaffee County Building Department in Salida, Colorado. The Town will not be expected to provide any forms, office time or staff time with regard to this agreement. The County is assumes no responsibility for zoning review.

5. The County shall cooperate with the Town and supply monthly building permit status reports for public school construction projects to the Town as well as two department updates to the Town Board each year, when requested.

6. This Agreement shall be effective upon execution by all the parties and shall continue until December 31, 2015, unless sooner terminated by either party, with or without cause, upon thirty (30) days 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.

7. 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.

8. 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.

9. 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 MOFFAT

CHAFFEE COUNTY

ADOPTED AND APPROVED this 8th day of May, 2014

Brian Morgan

Brian Morgan, Mayor

ATTEST:

Mindi Balsler

Mindi Balsler, Clerk

