

**TOWN OF PALISADE
RESOLUTION NUMBER 2022-12**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO, AUTHORIZING THE TOWN ADMINISTRATOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE MESA COUNTY BUILDING DEPARTMENT FOR CERTAIN SPECIFIED SERVICES.

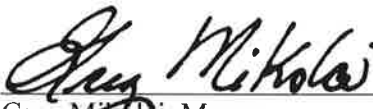
WHEREAS, the Board of Trustees desires to engage services of the Mesa County Building Department to perform certain work for the benefit of the Town; and

WHEREAS, the Mesa County Building Department desires to perform the work for the Town in accordance with the conditions set forth in the attached contract for professional services; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO authorizes the Town Administrator to enter into an Intergovernmental Agreement with the Mesa County Building Department for certain specified services.


RESOLVED, APPROVED, AND ADOPTED this 9th day of August 2022.

TOWN OF PALISADE, COLORADO



Greg Mikolai, Mayor

ATTEST:



Keli Frasier, Town Clerk



#MCA _____

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT (hereinafter referred to as this "Contract") made and entered into as of the 6th day of September 2022 by and between the Mesa County, Colorado, a political subdivision of the State of Colorado (hereinafter referred to as the "Contractor") and the of Town of Palisade, a Colorado municipal corporation (hereinafter referred to as the "Town").

WITNESSETH

WHEREAS, the Town desires to engage the services of the Contractor to perform certain work for the benefit of the Town; and

WHEREAS, the Contractor desires to perform the work for the Town in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE PROMISES HEREAFTER SET FORTH, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The services to be provided by the Contractor and the Town respectively are stated in Exhibit A attached hereto and made a part hereof by this reference.
2. Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be supplied by the Contractor at its sole cost and expense.
3. The Contractor shall perform work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work.
4. The Contractor shall proceed with and accomplish the work contracted hereunder upon receipt of a written notice to proceed from the Town. Such written notice shall be issued by the Town Administrator. The Contract Administrator for the Contractor is the Chief Building Official for Mesa County unless otherwise designated in writing. The Contract Administrator for the Town shall be a Town appointed Building Official who shall have all of the powers as authorized by Section 104 of the International Building Code. The Contractor shall act as the Building Official's Deputy as described in Section 104 of the International Building Code.
5. For the performance by the Contractor under this Contract, the Town shall compensate and reimburse the Contractor in accordance with the provisions set forth in Exhibit B attached hereto and made a part hereof by this reference.
6. At its own expense, the Town will provide the "Town Provided Services" stated in Exhibit A to assist the Contractor in performing under this Contract.

7. In the performance of work under this Contract, the Contractor shall be deemed to be, and is, an independent contractor with the authority to control and direct the performance and detail of its work. The Town is interested only in the results obtained.

8. Precautions shall be exercised at all times for the protection of all persons and property. The safety provisions of all applicable laws, regulation, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded and eliminated in accordance with the highest accepted standards of safety practice. The Contractor shall comply fully with all pertinent federal, state, or local statutes, rules or regulations.

9. This is a personal services contract on the part of the Contractor. This contract may not be assigned without the prior express written consent of both parties and any attempt to assign this Contract without the prior express written consent of either party shall render the Contract null and void with respect to the attempted assignment.

10. No part of this Contract shall be subcontracted without the prior express written approval of the Town. If the Contractor shall subcontract any portion of this Contract, the Contractor shall be fully responsible to the Town for acts and omissions of a subcontractor, or persons either directly or indirectly employed and the acts and omissions of persons employed directly or indirectly by the Contractor.

11. Except for any documents or records subject to Colorado's open records laws, the Contractor shall retain in strictest confidence all information furnished to the Contractor by the Town and the results of the Contractor's work hereunder. The Contractor shall not disclose such information or results to anyone except the Town without the prior written consent of the Town.

12. This Contract may be terminated at any time during the term of the Contract by either party upon 90 days advanced written notice of intent to terminate this Contract.

13. Upon termination or expiration of this Contract, the Contractor shall immediately cease field work, prepare a final report on all work accomplished to that time, and deliver to the Town the final report and all other papers, documents, calculations, notes, designs, drawings, maps, reports, or other technical papers which have been prepared by the Contractor under the terms of this Contract.

14. This is not an exclusive Contract. The Contractor may, at its sole discretion, contract with other entities for work similar to that to be performed by the Contractor hereunder.

15. The term of this Contract shall be for five (5) years from the date of the execution of this Contract.

16. Any expenditure under this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

17. This Contract is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any disputes hereunder shall be in the District Court of the County of Mesa,

Colorado.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.



THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF MESA, COLORADO

BY: *Cody Davis*
Chair, Cody Davis

Attest:

Tina Peters
Tina Peters, Clerk & Recorder

DocuSigned by:

Darnell Bay
4A143DF59F3348D
Chief Building Official
Mesa County

Town of Palisade, COLORADO

By: *Janet Hawkinson*
Janet Hawkinson, Town Manager

Attest:

Keli Frasier
Keli Frasier, Town Clerk



EXHIBIT A

1. a) Contractor Provided Services: The Contractor shall review building permit applications and all required documents for content and accuracy. The Contractor shall review building plans and specifications for compliance with the building code most currently adopted by the Contractor. The Contractor shall issue the building permit, provide the required inspections, and issue the Certificate of Occupancy after the final inspection is approved, all in compliance with applicable codes, ordinances, and regulations.

b) Town Provided Services: The Town shall provide to the Contractor the following items: stationary, forms, envelopes and postage for conducting Town related business. If the Town does not adopt by ordinance all of the building related codes as are currently adopted and amended by the Contractor or as currently adopted by the State of Colorado, then the Contractor may terminate this agreement. The codes to be enforced in the Town will be the codes presently adopted by the Contractor and any such code hereinafter adopted or amended by the Contractor.

The Town shall provide a development clearance approval for each building permit to be given to each permit applicant. Contractor shall not issue any permit until the permit applicant delivers the development clearance approved to the Contractor. The development clearance shall state that the Town has reviewed the project for compliance with all Town zoning and setback requirements, utility taps and driveway locations and found the same to be in compliance and shall grant approval to release a building permit. The Contractor shall verify set-backs as required by the Town at the time of the first foundation inspection. The Town shall be responsible to inspect the project site prior to the issuance of a Certificate of Occupancy by the Contractor to ensure compliance with the development clearance approval mentioned above.

EXHIBIT B

The Contractor shall be compensated for services provided under this Contract as follows:

a. The Contractor shall charge permit fees for all work that requires the issuance of a building permit. Those fees shall be payable by the permit applicant at the time of permit issuance. Said fees shall be in accordance with the Contractor's then current standard fee schedule as from time to time adopted or amended by the Contractor in its sole discretion.

b. At the request or consent of the Town Building Official, services may be provided by the Contractor that are not covered by the fees described herein. Such services may be provided by the Contractor at their discretion with no charge to the Town.