



**COMMUNITY DEVELOPMENT
DEPARTMENT**

455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-1392

Agenda Item 16

TO: Mountain Village Town Council
FROM: Amy Ward, Community Development Director
FOR: August 15, 2024
DATE: August 7, 2024
RE: Consideration of an Intergovernmental Agreement with the Town of Telluride regarding Electrical Inspection Services

BACKGROUND

For many years the Town of Mountain Village provided electrical and plumbing inspections to the Town of Telluride. With the retirement of our previous CBO Drew Harrington in November of 2023, we no longer had a qualified full time employee to provide these services and Telluride was notified as such. Since that time both Towns have contracted individually with Drew to be an hourly contractor to provide electric only inspections.

With the recent building inspector hire of Connor Ficklin who has a journeyman's electrical license, we have the ability to assist Telluride with inspections. Telluride does not currently have any full time staff qualified to complete electrical inspections and Drew Harrington is looking to fully retire and no longer work on a contract basis.

REQUEST

The attached Intergovernmental agreement allows for TOMV to provide an inspector at an hourly rate that covers staff time and vehicle mileage. This agreement is in-line with the agreement we currently have with the Town of Rico (though Rico is not actively utilizing our inspectors today). Additionally this agreement with Telluride allows for a reciprocal agreement if staffing scenarios change and they obtain a qualified inspector and we lose one. We would not handle any of the permitting or scheduling of TOT inspections under this agreement, but scheduling is limited to the agreed upon windows outlined as attached.

PUBLIC COMMENT

None received

PROPOSED MOTION

If Council determines this Intergovernmental agreement is approvable as proposed then staff suggests the following motion:

I move to approve the Intergovernmental Agreement between the Town of Mountain Village and the Town of Telluride regarding Electrical Inspection Services as Proposed.

/aw

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF
MOUNTAIN VILLAGE AND THE TOWN OF TELLURIDE WHEREBY THE TOWN
OF MOUNTAIN VILLAGE WILL MAKE THE SERVICES OF THEIR ELECTRICAL
INSPECTOR AVAILABLE TO THE TOWN OF TELLURIDE**

This Intergovernmental Agreement (“IGA”) is entered into on _____, 2024 (“Effective Date”), by and between the Town of Telluride, Colorado (“Telluride”) and the Town of Mountain Village (“Mountain Village”), each home rule municipalities in the State of Colorado (Telluride and Mountain Village may be referred to individually as a “Party” or collectively as the “Parties”).

RECITALS

A. The Parties are adjacent towns in San Miguel County, Colorado, each of which has a variety of building and development related inspection obligations under both Colorado law and local rules and regulations for each Party that require the services of a Qualified Electrical Inspector under C.R.S. Section 12-23-115(1)(b) (“Qualified Electrical Inspector”); and

B. Mountain Village has retained and employed the services of a Qualified Electrical Inspector, and the Parties have been exploring the idea of Mountain Village’s making the services of its Qualified Electrical Inspector available to the Town of Telluride; and

C. The Parties have been negotiating potential terms and conditions of an IGA amenable to both Parties to share the services of the Mountain Village Qualified Electrical Inspector; and

D. The Parties wish to memorialize their agreement with regards to the same.

NOW THEREFORE, in consideration of the mutual covenants, promises and conditions hereinafter contained, the Parties agree as follows:

1. Fees. For required electrical inspections, either under Colorado State law or local codes and regulations, Mountain Village will charge Telluride a fee of seventy-five dollars (\$75) per hour. Such hourly fee is inclusive of any and all applicable Mountain Village vehicular mileage to travel to Telluride, administrative tasks associated with any electrical inspections in Telluride and also includes any and all applicable Mountain Village staff oversight or supervision for the Qualified Electrical Inspector, but applicable time will include the drive time down and back to Telluride from Mountain Village. A minimum duration requirement for such services of the Qualified Electrical Inspector is at least two (2) hours per selected day for sharing the Qualified Electrical Inspector and a not to exceed duration requirement for such services of no more than four (4) hours per day. Any Qualified Electrical Inspector services above two (2) hours will be billed in 30-minute additional increments. Telluride has expressed a preference for Tuesday and Thursday as agreed upon possible days for Telluride inspections to coordinate inspections among Staff and applicable local contractors. The Parties agree that Fridays are not an available date for sharing the Qualified Electrical Inspector, unless subsequently agreed in writing between the Parties.

2. Permitting and Scheduling by Telluride. Telluride will perform all other required permitting and scheduling, including integration of any paperwork from the Qualified Electrical Inspector into Telluride's own permitting protocols and/or software. Any inspection requested by Telluride to Mountain Village shall be provided to Mountain Village via the Telluride building permitting software (currently Smartgov) no later than 1pm the day before the requested inspection. The Parties understand and agree that if too many inspections are requested for one day Mountain Village may roll them over to the next day or another mutually acceptable day and time depending on the availability and schedule of the Mountain Village Qualified Electrical Inspector, as determined in the reasonable discretion of the Mountain Village.

3. Access to Software and Supervision. To the extent needed and requested by Mountain Village, Telluride will provide Mountain Village with access to Telluride's permitting software programs to assist in all required inspections. It is also understood and agreed between the Parties that Telluride does not and will not supervise, will not provide direction to the Mountain Village Qualified Electrical Inspector nor does the Mountain Village Qualified Electrical Inspector report to Telluride.

4. Term. This IGA will continue from year to year but may be terminated by either party in writing at any time. Mountain Village will endeavor to provide as much advanced written notice as possible for any termination of this IGA, which may take into consideration loss of staff for Mountain Village, increased inspection needs within Mountain Village and other issues that are beyond the control or expectation of Mountain Village that result in Mountain Village's no longer being able to provide the shared services of the Mountain Village Qualified Electrical Inspector.

5. Telluride Parking Permit for Mountain Village. Telluride will provide one (1) identified Mountain Village motor vehicle with the ability to park in all parking zones within the Town of Telluride except within the commercial loading zone district (the centerlane of Colorado Avenue between the center painted yellow lines on Colorado Avenue between Aspen Street and Alder Street). Mountain Village will provide the applicable license plate number for the permitted vehicle, including any changes or updates to the same if the vehicle changes.

6. Reciprocal Cooperation. In the event that circumstances change such that Telluride has an in-house inspector but Mountain Village does not, the Parties agree to cooperate for Telluride to provide services to Mountain Village on substantially the same terms as set forth herein.

7. Miscellaneous. All fiscal obligations of either Party hereto shall at all times be contingent upon annual budgeting and appropriation by the governing body of each Party. Nothing herein shall be deemed a waiver or limitation of either Party's governmental immunity. Any amendments shall be in writing signed by both Parties. This Agreement supersedes any prior agreements of the Parties regarding the subject matter hereof. In the event any provision is deemed unenforceable, the remaining provisions shall remain in effect.

TOWN OF MOUNTAIN VILLAGE

By: _____

Title: _____

ATTEST:

Mountain Village Town Clerk

TOWN OF TELLURIDE

By: _____

Title: _____

ATTEST:

Telluride Town Clerk