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RESOLUTION NO. 25-41

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

**RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT FOR SOFTWARE
DEVELOPMENT**

WHEREAS, pursuant to C.R.S. §§ 29-1-203(1) and 30-11-101(1)(d), the Board of County Commissioners of El Paso County, Colorado (hereinafter "Board" or "County") has the authority to enter into Intergovernmental Agreements with other governmental entities and to enter into contracts; and

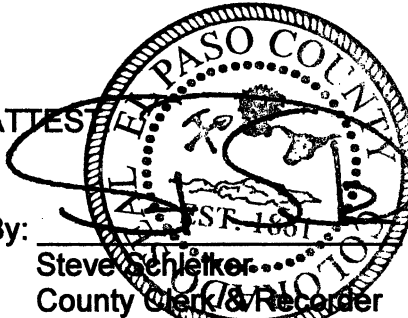
WHEREAS, the Pikes Peak Regional Building Department ("Regional Building") has developed software for use by the County known as Electronic Development Application Review Program ("Software"); and


WHEREAS, the use of the Software has resulted in faster, more efficient customer service, greater transparency of County land use processes, and significant cost savings; and

WHEREAS, the County and Regional Building wish to continue to collaborate to develop a variety of other software applications to further increase the efficiency, effectiveness, and transparency of various serves provided by the Planning and Community Development Department.

NOW, THEREFORE, BE IT RESOLVED the El Paso County Board of County Commissioners hereby approves the Intergovernmental Agreement for Software development attached hereto as Exhibit A.

DONE THIS 4th day of February, 2025 at Colorado Springs, Colorado.

ATTES
By: 
Steve Schleiker
County Clerk & Recorder



BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: 
Carrie Geitner, Chair

Steve Schleiker
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EXHIBIT A

INTERGOVERNMENTAL AGREEMENT FOR SOFTWARE DEVELOPMENT UPDATE

This Intergovernmental Agreement for Software Development Update (“Agreement”) is made this 4th day of February, 2025 (the “Effective Date”) by and between El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado (the “County”) and Pikes Peak Regional Building Department, an intergovernmental facility organized pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, *et seq.*, Colorado Revised Statutes (C.R.S.), as amended (“Regional Building”). The County and Regional Building may be referred to collectively as “Parties” or individually as a “Party.”

RECITALS

WHEREAS, the Parties are authorized under C.R.S. § 29-1-203 to cooperate and contract with one another to provide the functions, services, and facilities provided for herein; and

WHEREAS, Regional Building has developed software known as the Electronic Development Application Review Program (“EDARP”) and maintains the domain/website epcdevplanreview.com; and

WHEREAS, the Parties wish to collaborate to further develop and complete a variety of other software applications for use with EDARP to increase the efficiency, effectiveness, and transparency of various services provided by and respond to the specific needs of the El Paso County Planning and Community Development (“PCD”).

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, and the terms and conditions set forth below, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Scope of Services and Costs.** Regional Building will provide to the County software development services of up to three hundred (300) hours per calendar year, billed at the hourly rate(s) agreed upon below, to work with PCD in developing and completing certain software applications or updates to meet PCD’s needs and specifications for EDARP (“Applications”).

Year	Hourly Rate
2025	\$125.00
2026	\$131.25
2027	\$137.82
2028	\$144.70
2029	\$151.90

2. **Ownership of Software.** The Parties agree that EDARP, including its Applications, is a software developed by Regional Building which shall remain the sole and exclusive property of Regional Building.

3. **County's and PCD's Responsibilities.** The County and PCD shall have the following obligations:

a. Coordinate with Regional Building on at least a monthly basis to determine the Applications that will be developed pursuant to this Agreement and discuss the progress in developing and implementing such Applications.

b. Cooperate with Regional Building's Information Technology Personnel to carry out the purposes of this Agreement.

c. Timely provide Regional Building all of the necessary data and information to allow Regional Building to properly code and complete the Applications.

d. Pay to Regional Building a monthly invoice amount based on hours worked by Regional Building on EDARP, including, but not limited to its Applications. Payments will be made by the County within thirty (30) calendar days following the issuance of an invoice from Regional Building but in no event more than once per calendar month.

4. **Regional Building's Responsibilities.** Regional Building shall have the following additional obligations:

a. Coordinate with the PCD on at least a monthly basis to determine the Applications that will be developed pursuant to this Agreement and discuss the progress in developing and implementing such Applications.

b. Update and maintain EDARP and its Applications, subject to the terms of that certain Intergovernmental Agreement for Software Lease and Maintenance between the Parties dated October 24, 2019.

c. Ensure that the Applications are properly coded for compatibility with EDARP and PCD's operations and, to the maximum extent practicable, that the Applications meet PCD's needs and specifications.

d. Assist with Personal Credit Information (PCI) compliance to the best of its ability.

5. **Funding Availability.** Financial obligations of the County payable after the current fiscal year, if any, are contingent upon funds for the purposes set forth in this Agreement being appropriated, budgeted, and otherwise made available. Should sufficient funds not be timely appropriated, budgeted, and otherwise made available for the purposes set forth in this Agreement, Regional Building, without waiving any termination rights, shall have the right to immediately

suspend its development services for the Applications until the County appropriates, budgets, or otherwise makes available the funds for the purposes set forth in this Agreement.

6. Term and Termination. Upon the lawful execution of this Agreement by both Parties, this Agreement shall automatically renew on January 1 of each calendar year unless terminated by either Party, subject to appropriation of funds. Either Party may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the other Party. The County shall pay Regional Building for all reasonable costs incurred and for services rendered through the date of termination, but in no case will Regional Building be paid for services rendered after the date of termination unless mutually agreed upon by the Parties otherwise in writing. EDARP, including its Applications, is proprietary and the sole, exclusive property of Regional Building. In the event of termination and/or expiration of this Agreement, Regional Building will not divulge any software, application coding, or other technical or programming information or data to the County or any third-party information technology firms subsequently retained by the County.

7. Independent Contractor Status. Regional Building is an independent contractor to the County for the purposes of performing its obligations under this Agreement. For the purpose of performing the services set forth in this Agreement, every Regional Building officer and employee engaged in performing any of the enumerated services shall be deemed to be an officer or employee of Regional Building while performing the same and under no circumstances shall be considered an agent or employee of the County. Accordingly, the standards of performance, the discipline of officers and employees, and other matters incident to the performance of such services and the control of personnel so employed, shall remain with Regional Building. In the event of a dispute between the Parties as to the extent of the duties and services to be rendered hereunder, or the minimum level or manner of performance of such services, the determination thereof made by Regional Building shall be final and conclusive as between the Parties. Thus, all persons employed in the performance of the services under this Agreement shall be employees of Regional Building, and no person employed by Regional Building shall have any County pension, civil service, or any status or right. Furthermore, the County shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any Regional Building personnel performing services hereunder, and nor shall the County be liable for compensation or indemnity to any Regional Building employee for injury or sickness arising out of his/her employment. **REGIONAL BUILDING OFFICERS AND EMPLOYEES ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS FROM THE COUNTY AND ARE OBLIGATED TO DIRECTLY PAY FEDERAL AND STATE INCOME TAX ON MONEY EARNED UNDER THIS AGREEMENT.**

8. Rights and Remedies Not Waived. No assent, express or implied, by either Party to any breach of this Agreement by the other Party shall be held to be a waiver by such non-breaching Party of any later breach by the other Party. Neither the County nor Regional Building shall be excused from complying with any provision of this Agreement because of any failure to insist upon, or to seek compliance with, such provision.

9. No Third-Party Beneficiaries. Nothing in this Agreement is intended to create or grant to any third party or person any right or claim for damages or the right to bring or maintain any action at law. No term or condition of this Agreement or any amendments thereto hereafter,

shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, *et. seq.*, of the Colorado Revised Statutes (C.R.S.), or the Federal Tort Claims Act, 28 U.S.C. 2671, *et. seq.*, as applicable, as now or hereafter amended.

10. **Assignment.** The County and Regional Building each understand and agree that they shall not assign their respective rights and obligations under this Agreement, except upon the prior written consent and approval of the other Party.

11. **Applicable Law, Jurisdiction and Venue.** This Agreement is subject to and shall be interpreted under the laws of the State of Colorado, applicable regulations of El Paso County, Colorado, and applicable federal law. Court jurisdiction and venue shall be exclusively in the District Court for El Paso County, Colorado.

12. **Limitations on Jurisdiction.** Nothing herein shall be construed so as to in any manner expand upon or limit the lawful jurisdiction and authority of either the County or Regional Building.

13. **Entire Agreement.** This Agreement is intended as the complete integration of the understanding between the Parties and constitutes the entire Agreement between the Parties. All other representations or statements previously made, whether verbal or written, are merged herein.

14. **Modifications and Waivers in Writing.** No modification or waiver of this Agreement or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

15. **Parties Bound by Agreement.** This Agreement is binding upon the Parties hereto and upon their respective legal representatives, successors, or assigns.

16. **Captions.** All captions and headings contained in this Agreement are for convenience and reference only, do not define or limit the scope or intent of any provision of this Agreement, and shall not be construed to define or limit the terms and provisions hereof.

17. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

18. **Severability.** It is understood and agreed by the Parties that if any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any federal or Colorado law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision determined by the court to be invalid.

IN WITNESS WHEREOF, the County and Regional Building have signed this Agreement on the day and year indicated below.

**BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO**

By: Carrie Gettner
Carrie Gettner

Date: 02/04/2025

ATTEST:

By: County Clerk & Recorder
County Clerk & Recorder

APPROVED AS TO FORM:

By: County Attorney's Office
County Attorney's Office

PIKES PEAK REGIONAL BUILDING DEPARTMENT

By: Roger N. Lovell
Roger N. Lovell, Regional Building Official

Date: 1-3-2025

State of Colorado)
) ss.
County of El Paso)

Signed and sworn to (or affirmed) before me on 1/3/2025 [date],
by Roger N. Lovell, Building Official of Pikes Peak Regional Building Department.

WITNESS my hand and official seal.

My commission expires: 2/6/28

Britney Pezdirtz
Notary Public, State of Colorado

[SEAL]

APPROVED AS TO FORM:

By: Regional Building Attorney
Regional Building Attorney

BRITNEY LEANN PEZDIRTZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244005203
MY COMMISSION EXPIRES FEBRUARY 6, 2028