

JOINT POWERS AGREEMENT
Lawrence County / City of Spearfish

THIS AGREEMENT is made and entered into this 1st of November, 2019, by and between the **CITY OF SPEARFISH**, South Dakota (“City”), and **LAWRENCE COUNTY**, South Dakota (“County”).

WHEREAS, SDCL § 1-24-2, et. seq. authorizes City and County to enter into this Joint Powers Agreement, which grants City additional jurisdiction for enforcement of the International Codes, contractor licensing, floodplain administration, and variance coordination provisions within the Joint Powers Area; and,

WHEREAS, City and County have adopted International Codes published by the International Code Council, as modified or amended by City and County in its Ordinances; and,

WHEREAS, City and County have adopted Ordinances requiring licensing of building, electrical, and plumbing contractors; and,

WHEREAS, City and County have adopted Ordinances to regulate and administer activity in the floodplain; and,

WHEREAS, City and County agree it is in the best interest of their citizens that International Codes, contractor licensing provisions, and floodplain administration be enforced in the Joint Powers Area; therefore,

NOW THEREFORE, WITNESSETH THIS AGREEMENT:

1. **Purpose.** The purpose of this Agreement is to extend City’s jurisdiction to encompass the Joint Powers Area and enforce Ordinances within the Joint Powers Area to include the power to issue building and floodplain permits, grant licenses, set licensing requirements, fix and collect fees, perform inspections, and enforce all requirements of the Codes as adopted by City of Spearfish Ordinance now in effect or as may be hereafter amended or modified from time to time.
2. **Duration, Modification, or Amendment.** This Agreement shall become effective upon execution by the parties and will renew annually beginning November 1, 2020. The portions of this Agreement pertaining to building code, contractor licensing, and variance coordination may be terminated, or amended according to this procedure:
 - a. In the event of termination by either party, a written notice postmarked a minimum of 60 days prior to the effective date of the termination or expiration of the current term shall be required.
 - b. In the event of amendments, all proposed changes shall be provided to each party a minimum of 90 days prior to expiration of the current term, and shall require mutual approval of City and County.

3. **No Separate Entity Created; Ordinances to be Enforced.** No separate legal entity shall be created by this Agreement. City shall have the power to enforce the following International Codes, ordinances, and licensing provisions as codified in the following City of Spearfish Ordinances, now in effect or as may be hereafter amended or modified from time to time, within the Joint Powers Area:
 - a. Revised Ordinances of the City of Spearfish, Chapter 6, Buildings and Building Regulations, Article II, Construction Standards, Sec. 6-26, International Residential Code and International Building Code
 - b. Revised Ordinances of the City of Spearfish, Chapter 6, Buildings and Building Regulations, Article III, Mechanical Standards, Sec. 6-51, International Mechanical Code
 - c. Revised Ordinances of the City of Spearfish, Chapter 7, Fire Protection and Prevention, Article III, Fire Prevention Code, Sec. 7-46, International Fire Code
 - d. Revised Ordinances of the City of Spearfish, Chapter 8, Flood Prevention and Protection, Articles I, II III, IV, V and VI in their entirety.
 - e. Revised Ordinances of the City of Spearfish, Chapter 10, Licenses, Permits and Business Regulations, Article V, Building Contractors, and Article VI, Electrician or Plumber
4. **Variance coordination Procedure:** When a variance is required to be approved by the County before the City may issue a building permit, the applicant will be referred to the Lawrence County Planning and Zoning director for processing of the variance. The city will advise if the variance poses any conflict with building or fire code. Lawrence County will then hold public hearings as Requests shall be submitted to City, which will review the application and, within 10 days of receipt, forward the Variance Request with any recommendation to the Lawrence County Planning and Zoning staff. Lawrence County will then hold public hearings as required by the Lawrence County Zoning Ordinance.
5. **Financing.** City shall retain all fees for the administration and enforcement of City of Spearfish Ordinances in the Joint Powers Area. City shall budget and pay for the cost of enforcement of its Ordinances in the Joint Powers Area.
6. **No Joint Property Acquired.** No joint property real or personal property is authorized to be acquired under this Agreement, and there shall be no joint property to be disposed of upon termination of this Agreement. In the event of termination of this Agreement, City shall no longer be entitled to enforce its code ordinances and licensing ordinances within the Joint Powers Area unless otherwise authorized by law.

7. **Administration of Agreement.** City's Building Official and his or her designees shall be responsible for administering this Agreement and the City of Spearfish Code and licensing Ordinances.
8. **Incorporation of Ordinances.** The foregoing City of Spearfish Ordinances are incorporated herein by reference as though fully set forth. Copies of such Ordinances, including all future deletions, modifications, and amendments that may be adopted by City shall be kept and maintained at the office of the City Finance Officer.
9. **Authority Applicable to All Property.** The authority granted to City by this Agreement shall, in its entirety, be applicable to all property in the Joint Powers Area as shown on the attached Exhibit "A" regardless of ownership.
10. **Annexation Provision.** County shall encourage and cooperate in the annexation of the Joint Powers Area or portions thereof that may occur through initiation by City or by request in conjunction with development as from time-to-time may be proposed.
11. **Zoning Provision.** Issues of density and zoning in or adjoining the Joint Powers Area shall be deliberated by County in concert with formal input from City as to immediate or potential impact in or on the Joint Powers Area.
12. **Resource Limitations.** County recognizes that City's staff resources in both floodplain and property maintenance code enforcement are limited. County recognizes that a request for assistance within the Joint Powers area for these services shall be managed in the order it was received and according to City's established timelines for review and follow up.
13. **Revisions, Deletions, and Additions.** Recognizing that this Joint Powers Agreement is a dynamic document subject to revisions, deletions, and additions over time, City and County agree to timely investigate and contemplate undertaking additional and/or modified responsibilities under this Agreement.
14. **Portions of Joint Powers Area Affected.** In the event any portion of the Joint Powers Area, as from time-to-time may be amended, is annexed by another municipality or if an Improvement District is formed pursuant to SDCL 25A in such area, City agrees to amend this Agreement so as to adjust its Joint Powers Area boundaries to accommodate annexation or Improvement District boundaries.
15. **County Powers Otherwise Unaffected.** The powers of County relative to the Joint Powers Area shall be otherwise unaffected.
16. **Legal Description of Joint Powers Area.** The legal description of the Joint Powers Area is attached hereto and incorporated by reference as Exhibit "A".
17. **Savings Clause.** If a part of this Agreement is invalid, all valid parts that are severable from the invalid part remain in effect, and if a part of this Agreement is invalid in one or

more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

[Separate signature pages follow]



CITY OF SPEARFISH

By: *Dana Boke*
 Dana Boke, Mayor

ATTEST:

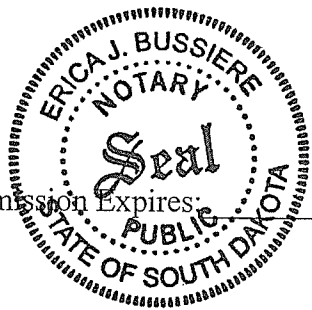
By: *Michelle DeNeui*
 Michelle DeNeui, City Finance Officer

State of South Dakota)
) ss.
 County of Lawrence)

On this 7th day of October, 2019, before me, the undersigned officer, personally appeared Dana Boke and Michelle DeNeui, known to me or satisfactorily proven to be the persons described in the foregoing instrument, and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained.

In Witness Whereof, I have set my hand and official seal.

(Seal)



Erica J Bussiere
 Notary Public

My Commission Expires:

My Commission Expires
 April 24, 2025

