

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of January, 2024, by and between The Board of County Commissioners of the County of Grand, State of Colorado, hereinafter referred to as the “County,” whose address is P.O. Box 264, Hot Sulphur Springs, CO 80451 and The Board of Trustees of the Town of Grand Lake, State of Colorado, hereinafter referred to as the “Town,” whose address is P.O. Box 99, Grand Lake, Colorado 80447.

WITNESSETH:

WHEREAS, The Town of Grand Lake, Colorado, is a statutory municipality and political subdivision of the State of Colorado operating pursuant to Title 31, C.R.S.; and

WHEREAS, Grand County is a Colorado county and political subdivision of the State of Colorado; and

WHEREAS, Article XI, Section 7, of the Colorado Constitution allows the State and its political subdivisions to give direct or indirect assistance to any other political subdivision as may be authorized by general statutes; and

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution supports the cooperation or contracting by or among any of its political subdivisions to provide any function or facility lawfully authorized to each of the cooperating units, including, without limitation, the sharing of costs, the imposition of taxes, or the incurring of debts; and

WHEREAS, Sections 29-1-201 and 203, C.R.S., permit and encourage governmental entities to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governmental entities to provide any function, service or facility lawfully authorized to each, including the sharing of costs; and

WHEREAS, the Town and County have previously entered into a Memorandum of Understanding regarding the Town’s use of the County Building Department to administer and enforce the Town’s Building Code within the Town; and

WHEREAS, the Memorandum of Understanding has been amended and replaced with an Intergovernmental Agreement (the “IGA”); and

WHEREAS, the Parties desire to further the relationship and agreement between the parties and continue with the County’s provision of building administration services for the Town; and

WHEREAS, it is mutually beneficial to the Town and County to cooperate in the enforcement and administration of Building Codes; and

WHEREAS, the IGA has since expired, and the Parties desire to renew the IGA.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, it is agreed as follows:

1. Code Adoption.

- a. The Town agrees to adopt Building Code Editions concurrently with the County pursuant to statutory provisions.
 - i. The County Building Department will assist the Town as appropriate with the review, analysis, and adoption of Code updates in a timely manner.
 1. Adoption of Code updates and amendments by the Town shall be done prior to, and in conjunction with, Grand County adoption.
 2. Adoption of Code updates and amendments shall be tailored to be applicable to the Town of Grand Lake.
- b. The County recognizes that the Town Building Code is a local code and is subject to the discretion of the Town Board, and that the Town may adopt specific local amendments to the Building Codes as deemed appropriate by the Town. The Town expressly acknowledges the Town bears the responsibility of any local amendments made contrary to the recommendations of the County Building Department.
 - i. The Town shall inform the County Building Department of any proposed amendments and the County Building Department shall provide assistance with review and analysis of such proposed amendments. The County Building Department will provide a recommendation regarding any such proposed amendments.
 - ii. The Town shall not repeal or amend the Building Codes unless prior notice is given to the County, and the Town shall furnish to the County certified copies of any and all adopted amendments.

2. Code Administration.

- a. The Town and the County Building Department agree to cooperate in establishing administrative procedures to enforce the Building Codes and any amendments thereto.
 - i. The Town and County agree to cooperate towards establishment or amendment of administrative procedures to better address the needs of the Parties, or to improve the overall Code administration and enforcement process.
- b. The County shall be responsible for issuing Building Permits as required by the Building Codes for construction within the corporate limits of the Town pursuant to the procedures agreed upon by the Town and County. The County shall not issue a Building Permit until

it has received confirmation from the Town that the proposed construction complies with the Town's Zoning Ordinance.

3. The Town shall be solely responsible for assuring compliance with its zoning ordinance for all building permit applicants.
 - a. The County shall not issue a Building Permit until it has received confirmation from the Town that the proposed construction or demolition complies with the Town's Zoning Ordinance.
 - i. The County shall not issue a Plan Change Request until it has received confirmation from the Town that the proposed construction or demolition complies with the Town's Zoning Ordinance.
 - ii. The County shall not authorize site-specific design alterations until it has received confirmation from the Town that the proposed construction or demolition complies with the Town's Zoning Ordinance.
 - b. Under no circumstances shall the County be responsible for any error or failure to detect a zoning violation in conjunction with new construction.
 - c. Under no circumstances shall the County be responsible for preparing any legal action necessary to enforce the Town's Zoning Ordinances.
4. The County shall provide building inspection services to the Town for purposes of administrating the Building Codes adopted by the Town. Said services shall be provided by persons competent, through experience and training, to enforce the provisions of the Building Codes as adopted.
 - a. Representatives from the Building Department and the Town shall have a meeting if, in the Building Department or Town representative's judgment, a permit issue warrants immediate notification to or action by the Building Department or the Town.
 - b. The County agrees to cooperate in providing notice to the Town of suspected building, zoning, or other Code violations that may be observed.
 - c. Building Department employees shall assist the Town in any legal action to enforce the Building Codes, including making themselves available for and furnishing such testimony.
 - d. The Town agrees to cooperate in providing notice to the County of suspected building violations that may be observed.
 - i. The County shall report to the Town suspected violations of all adopted Building Codes, and work to help rectify violations.
 - e. The Town may suspend a building permit upon written notification to the County for an infraction of the Zoning Code, and the County agrees to halt inspections at the Town's request.
5. The County shall not issue any Letter of Occupancy, Certificate of Occupancy or otherwise close a permit until it has received confirmation from the Town

that all applicable site and zoning requirements have been satisfied.

- a. Upon issuance of any Letter of Occupancy or Certificate of Occupancy, or closing of any permit for any reason, including due to permit expiration, the County shall send notification of the permit closure to the Town.
- b. The County shall notify permit holders of permit expiration.

6. Additional Services.

- a. The County agrees to provide access to Cloudpermit and other electronic software systems so the Town has access to all building permits within their jurisdiction at all times.

7. Fees for Services.

- a. The County agrees to waive all charges to the Town on all Town-owned building projects upon written notification by the Town Manager to the Board of County Commissioners.
- b. For its services, the County shall retain one hundred percent (100%) of the Building Permit fee for all other Building Permits issued.

8. Agreement.

- a. This agreement supersedes all prior agreements, including any prior Agreement entered into between the parties for the County providing a Building Inspector to the Town, and all prior agreements are hereby determined to be void and no longer in effect.
- b. This Agreement may be terminated by the Town upon ninety (90) days written notice to the County. This Agreement may be terminated by the County upon one hundred eighty (180) days written notice to the Town. Upon termination, by either party, the Town shall receive the services for those Building Permits that have been issued by the County for the Town. Written notice to either shall be by certified mail, return receipt requested as follows:

If to the Town:

Town Manager
P.O. Box 99
Grand Lake, CO 80447

If to the County:

Grand County Manager
P.O. Box 264
Hot Sulphur Springs, CO 80451

9. Nothing contained in this Intergovernmental Agreement shall constitute a waiver of governmental immunity by either party.

- 10. There are no third party beneficiaries of this agreement.
- 11. This agreement shall be reviewed every five years by the parties and shall not be amended unless the parties agree in writing.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of January, 2024.

Board of County Commissioners
County of Grand, State of Colorado

Town of Grand Lake
State of Colorado

Board of County Commissioners, Chair

Stephan Kudron, Mayor

ATTEST:

ATTEST:

Jolene Linke, Clerk & Recorder

Alayna Carrell, Town Clerk

SEAL

SEAL

Approved:

Approved:

Kristen Manguso, Building Official

John Crone, Town Manager