

INTERGOVERNMENTAL AGREEMENT FOR
BUILDING DIVISION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT for Building Inspection and Plan Review Services ("Agreement") is entered into as of the 3 day of June, 2020 (the "Effective Date") by and among the Town of Winter Park, a Colorado home rule municipality with an address of P.O. Box 3327, 50 Vasquez Road, Winter Park, Colorado 80482 ("Winter Park"), the Town of Fraser, a Colorado municipal corporation with an address of P.O. Box 370, Fraser, Colorado 80442 ("Fraser"), and the Town of Granby, a Colorado municipal corporation with an address of P.O. Box 440, Zero Jasper Avenue, Granby, Colorado 80446 ("Granby") (each a "Party" and together referred to herein as the "Parties").

WHEREAS, Winter Park provides building inspection, plan review and building related services within its jurisdiction;

WHEREAS, the Parties have all adopted the 2015 editions of the International Building, Residential, Plumbing (most current edition adopted by the State of Colorado), Mechanical, Fuel Gas, Existing Building, Energy Conservation, Fire Codes and the National Electrical Code (most current edition adopted by the State of Colorado) and the Parties acknowledge that such adoptions contained various specific amendments the Parties desire to be enforced;

WHEREAS, Fraser and Granby have requested Winter Park provide building services to provide one-stop customer service to the building industry;

WHEREAS, Winter Park, Fraser, and Granby have operated a similar department since 2010;

WHEREAS, the Parties believe such an arrangement results in financial savings to all; and

WHEREAS, the Parties have the authority to enter into this intergovernmental agreement pursuant to Article XIV, Section 18, of the Colorado Constitution and Colorado Revised Statutes § 29-1-203, which allows governments to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting jurisdictions.

NOW, THEREFORE, in consideration of their mutual rights and obligations set forth below, the Towns of Winter Park, Fraser and Granby agree as follows:

1. Single building agency. Winter Park agrees to operate a building services division to provide plan review, building permitting, inspection and administrative services to each of the Parties. Winter Park will employ a Building Official (the "Building Official"), inspectors and support staff to provide services as required by this Agreement, and Winter Park will be compensated for providing these services as required by this Agreement. The division shall be

known as the Building Division within the Winter Park Community Development Department (the "Division").

2. Common building codes. The Parties agree to concurrently adopt and maintain the same edition of building and construction codes. Each Party agrees to consult with the Building Official before adopting local amendments to these codes to assure such adoption can be efficiently enforced and administered by the Division. The applicable Party will be responsible for application and enforcement of any local amendment to an adopted building or construction codes not expressly approved by the Building Official.

3. One-stop building services.

a. To establish one-stop service, the Division will be located in the Winter Park Town Hall.

b. Winter Park shall serve as the managing agency of the Division, including employment and management of qualified staff, provision of offices, reception and conference space, revenue collection, accounting, supplies, equipment, vehicles, insurance, administrative support and overhead. Winter Park has a duty to collaborate and serve all Parties so as to operate an efficient, shared organization, and Winter Park agrees to establish, review, and revise administrative processes as needed for the benefit of all Parties.

c. The personnel employed under the terms of this Agreement shall at all times be considered Winter Park employees and not employees of Fraser or Granby, and they shall not be entitled to any employment benefit, pension, unemployment compensation or other status or right relating to Fraser or Granby employees. Winter Park shall be solely responsible for the payment of compensation, insurance, employee benefits, and taxes of its own personnel.

d. The Building Official shall report directly to the Winter Park Community Development Director. Communications regarding employee performance or other operational issues will be exclusively by and between the Fraser or Granby Town Manager and the Winter Park Town Manager. The Parties acknowledge the Building Official has autonomy in making routine decisions; however, the Town Manager of each respective jurisdiction may confer with the Building Official regarding substantive building administration concerns.

e. Winter Park's provision of plan review, building permit issuance, building inspection, fee collection and certificates of occupancy, records and reports, and code violation investigation services for the Division as set forth below, are referred to collectively herein as the "Services."

4. Plan review. The Division will review all building applications for compliance with the adopted building codes as amended by each Party.

5. Building permit issuance.

a. The Division will issue permits pursuant to the procedures agreed upon from time to time by the Parties and as required by the applicable codes.

b. The Division shall not issue a building permit until approval of the applicable Town Manager or designee.

c. Concerns or inquiries regarding building permits shall follow the same communication process as permit issuance.

6. Building inspections and certificates of occupancy. The Division will schedule and conduct appropriate inspections and upon satisfactory compliance with adopted codes will issue a certificate of occupancy ("C.O."). The Division will not issue a C.O. until the appropriate Party has authorized such.

7. Records and reports.

a. The Division shall provide the appropriate Party a complete set of each building permit and associated materials for the Party's permanent records.

b. The Division will track all permits and provide the Parties monthly reports of building permit activity and fees collected by jurisdiction.

8. Code violations.

a. The Building Official will promptly notify and consult with the applicable Town Manager of any violations of the building codes observed by Division personnel. The Division will cooperate in reporting any observed zoning and other violations.

b. The Division shall assist each Party in investigating alleged violations of the building codes, furnishing technical advice and testimony as necessary. Each Party shall be solely responsible for any legal action necessary to enforce or prosecute such violations.

9. Financial arrangements.

a. Winter Park shall prepare an annual Division budget, which shall be submitted for consideration and approval to each of the Parties' governing bodies not later than October 1st of the year prior to the budget year. The Parties each shall adopt and amend an annual budget as required by law.

b. Winter Park shall maintain the Division fund by collecting all fees and charges, and accounting for costs and expenses (the "Division Fund"). Winter Park shall prepare and submit

an annual Division Fund report to the Parties. The Parties shall agree upon the appropriate values and expenses to be charged to each Party for the Division's provision of Services. The Parties shall agree upon the appropriate values and expenses to be charged to the Division Fund for depreciated assets Winter Park provides the Division.

c. Winter Park may maintain up to a two-year operating reserve within the Division Fund. If at any time the reserve exceeds a two-year operating reserve, actions will be taken to either reduce fees for services or disperse excess reserves to the Parties. Upon the termination of the Agreement by any Party, the operating reserve will be distributed to the Parties on an equitable basis.

d. Year-end adjustment: Winter Park shall prepare and submit an annual Division Fund report of actual Division finances and activities by March 1 following the year-end. The Parties agree that an equitable allocation of actual costs shall be based on each Party's pro rata share of permit revenues. Nothing in this Agreement shall preclude any Party from making payments to Winter Park to offset the annual allocated costs for their respective Services following the year-end adjustment. After the required reserve is met, as established in this agreement, a year end adjustment will be calculated by deducting each Party's allocated expenses from the Party's generated revenues. Payment of the year-end adjustment if any is due and payable 30 days after the annual audit of Winter Park for the prior year has been completed and provided to the other Parties.

e. Separation and Damages: In the event any of the Parties determines that continuation of a joint Building Division is no longer in its best interest, and upon notice of termination of this Agreement as allowed herein, any outstanding balance owed by the terminating Party for Services rendered over the course of this Agreement shall be due and payable to Winter Park within 30 days.

10. Term. This Agreement shall take effect on April 1, 2020 and shall remain in effect until December 31, 2020. This Agreement shall automatically renew for additional one-year terms beginning January 1, 2021, unless: 1) any Party notifies the other, in writing at least 90 days prior to the annual expiration date, of its decision not to renew the Agreement for the ensuing year; 2) any Party has terminated this Agreement, as permitted herein; or 3) any Party fails to budget and appropriate funds for its share of expenses.

11. Termination. This Agreement may be terminated by any Party, with or without cause upon 90 days prior written notice to the other Parties. In the event of termination by one Party, the other two Parties may choose to continue to cooperate by separate agreement. Upon termination, all Division equipment and materials shall remain the property of Winter Park, except materials specifically prepared for and paid for by Fraser or Granby.

12. Liability. To the extent permitted by the Colorado constitution and statutes, each Party indemnifies the other from or against all claims, cases of action, damages, awards, and attorney

fees arising out of each Party's performance of its duties pursuant to this Agreement. Services performed for only one Party shall, for liability purposes, be solely the responsibility of that Party, and the other Parties shall be without responsibility or liability for the actions or inactions of the Division regarding those Services.

13. Insurance. Throughout the term of this Agreement, each Party agrees to maintain, at its own expense, public entity liability insurance coverage applicable to its premises and operations, which shall include coverage for bodily injury and property damage arising from such Party's premises and operations, and which shall provide such amount of coverage as is necessary to meet liabilities set forth under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* The Parties further agree to maintain, at their own expense, workers' compensation insurance to the extent required by applicable federal and state law. Upon request, a Party shall provide to any other Party certificates of insurance evidencing the Party maintains liability and workers' compensation coverages, which certificates shall identify the types of insurance and coverage limits then in effect.

14. General provisions.

a. Notice. All notices permitted or required under this Agreement shall be in writing, signed by the Party giving the same, and shall be deemed properly given when actually placed in the United States Postal Service's first-class postage prepaid, or personally delivered to the other Party, addressed to them at the address first set forth above. Each Party, by written notice to the other Parties, may specify any other addresses for the receipt of such notices.

b. Applicable law and venue. This Agreement shall be interpreted in all respects in accordance with the laws of the State of Colorado. Venue for any court proceedings related to this Agreement shall be properly and exclusive in the District Court for Grand County, Colorado. The Parties by mutual agreement may resolve disputes by mediation or arbitration.

c. Entire agreement. This Agreement constitutes the entire Agreement and understanding between the Parties on the subjects contained herein, superseding all prior oral or written communications. This Agreement may be modified or amended only by a duly authorized written instrument executed by all Parties hereto.

d. No waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement shall not constitute a waiver of any of the other terms or obligation of this Agreement.

e. Approvals; binding effect. In accordance with C.R.S. § 29-1-203(1), this Agreement shall not become effective unless and until it has been approved by the governing bodies of Fraser, Granby and Winter Park. Upon such approval, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their successor governing bodies.

f. No joint venture; no agency. This is an Agreement for the provision of services. This Agreement does not create a joint venture between the Parties, nor does it constitute any Party as an agent of the others. The Parties agree that their relationship hereunder is in the nature of independent contractors. No Party shall be deemed to be the agent, partner, joint venturer, nor employee of another Party, and no Party has any authority to make any agreements or representations on another Party's behalf.

g. Annual appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

h. Governmental immunity. The Parties and their officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Parties and their officers, attorneys or employees.

i. Third parties. There are no intended third-party beneficiaries to this Agreement.

j. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

k. Modification. This Agreement may only be modified upon written agreement of the Parties.

l. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto shall be assigned by any Party without the written consent of the other Parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, in accordance with proper ordinance of each of the governing bodies of the Parties, we have hereunto caused this instrument to be executed on the effective Date.



TOWN OF WINTER PARK,
COLORADO



Nick Kutrumbos, Mayor

ATTEST:



Danielle Jardee, Town Clerk



TOWN OF FRASER, COLORADO



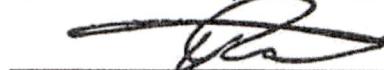
Philip Vandernail, Mayor

ATTEST:



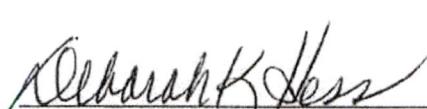
Antoinette McVeigh, Town Clerk

TOWN OF GRANBY, COLORADO



Paul Chavouste, Mayor

ATTEST:



Deborah K. Hess, CMC, Town Clerk

