

**INTERGOVERNMENTAL AGREEMENT BETWEEN HINSDALE COUNTY AND THE
TOWN OF LAKE CITY REGARDING IMPLEMENTATION OF THE LAKE CITY &
HINSDALE COUNTY COMPREHENSIVE HOUSING PLAN**

This Intergovernmental Agreement (“Agreement” or “IGA”) is made and entered into this ___ day of _____, 2026, by and between HINSDALE COUNTY (“County”), and THE TOWN OF LAKE CITY (“Town”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, pursuant to Colo. Const. Art. XIV § 18 and § 29-1-203, C.R.S., the Town and the County are authorized to cooperate and contract with one another to provide any lawful function, service, or facility; and

WHEREAS, the Parties recognize that the community is experiencing pressing housing challenges, including but not limited to, limited housing availability, affordability constraints, workforce housing shortages, and barriers to development; and

WHEREAS, the Parties have jointly approved the Lake City & Hinsdale County Comprehensive Housing Plan (“Housing Plan”) intended to address community housing needs through coordinated policy, planning, and implementation strategies; and

WHEREAS, the Parties desire to work cooperatively to implement the Housing Plan in a manner that respects the jurisdictional authority of each entity; and

WHEREAS, the Parties have each secured Department of Local Affairs (“DOLA”) Local Planning Capacity (“LPC”) Incentive Funding and desire to combine the funding to Implement Phase 1 of the Housing Plan.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to formalize cooperation between the Parties to address the community’s pressing housing challenges; implement the jointly adopted Housing Plan; and applying for funding through a DOLA LPC Mini-Grant to Implement Phase 1 of the Comprehensive Housing Plan.

2. IMPLEMENTATION OF HOUSING PLAN

2.1 Cooperative Implementation.

The Parties agree to collaborate in good faith to implement strategies, priorities, and recommendations identified in the adopted Housing Plan.

2.2 Non-Binding Effect of Plan.

Nothing in this Agreement shall be construed to obligate either Party to adopt specific land use regulations, expend unappropriated funds, or take legislative action inconsistent with its independent authority. Implementation actions remain subject to each Party's lawful processes, budget approvals, and decision-making requirements.

2.3 Separate Authority Preserved.

Each Party retains its independent statutory authority. This Agreement does not delegate governing authority from one Party to the other.

2.4 Joint Oversight.

The Parties will conduct periodic joint meetings to review progress on Housing Plan implementation.

3. HOUSING PLAN – PHASE 1

3.1 Position Established.

The Parties agree to jointly fund implementation of Phase 1 of the Housing Plan through a joint DOLA LPC Mini-Grant. Proposals for completion of Phase 1 will be accepted through a Request for Proposals (RFP) process. In the event the DOLA LPC Mini-Grant funds are not awarded, this IGA shall terminate immediately.

3.2 Scope of Work.

Scope of Work for the completion of Phase 1 of the Housing Plan will fall under the following categories. The complete scope of work is included in this IGA as Attachment A:

- Governance and Organizational Implementation
- Grant Writing and Grant Administration
- Policy Implementation
- Sustainable Revenue Development

3.3 Contracting Process

3.3.1 Town Manager and County Administrator will produce a RFP based on the Scope of Work included in this IGA. The RFP will be advertised based on the Town's Procurement policy.

3.3.2 Proposals received by the deadline indicated in the RFP will be reviewed by the Town of Lake City Planning and Zoning Commission. The winning proposal to be accepted will be determined by the Town of Lake City Board of Trustees.

3.3.3 Town Manager will communicate with the provider of the winning proposal. Town of Lake City will enter into a professional services agreement with the consultant based on the Scope of Work as deliverables and the term based on the timeframe of the DOLA LPC Mini-Grant.

3.4 Responsibilities.

3.4.1 Town Manager will act as point of contact with the consultant during the term of the agreement. Consultant shall report monthly to the Town Manager.

4. FUNDING

4.1 Grant Funds.

Town of Lake City will apply for a DOLA LPC Mini-Grant with Hinsdale County acting as a co-applicant to fund the Phase 1 Professional Services Agreement. Town of Lake City will act as fiscal agent, administer the grant and coordinate all reporting, reimbursements and contractor payments, subject to grant restrictions and requirements.

4.2 Additional Contributions.

Any supplemental funding towards implementation of the Housing Plan shall be determined by separate mutual written agreement.

4.3 No Multi-Year Fiscal Obligation.

Nothing herein constitutes a multiple-fiscal year financial obligation under Article X, Section 20 of the Colorado Constitution. All financial commitments are subject to annual appropriation by each Party.

5. TERM AND TERMINATION

5.1 Term

This Agreement shall become effective upon execution by both Parties and shall remain in effect until terminated by either party.

5.2 Termination

Either Party may terminate this Agreement, with or without cause, upon ninety (90) days written notice to the other Party. In the event of termination, the Parties shall cooperate to ensure orderly conclusion of grant obligations and employment or contract matters.

5.3 Dispute Resolution

The Parties shall meet in good faith to resolve any disagreement before either Party provides notice of termination.

6. NOTICE

Any notices given under this IGA are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; (3) when sent by email or facsimile and upon the receipt by the

sending Party of written confirmation by the receiving Party. For the purpose of this IGA, any and all notices shall be addressed to the contacts listed below:

Town of Lake City

Alexander Mulhall
Town Manager
PO Box 544
Lake City, CO 81235
970-944-2333
townmanager@townoflakecity.co

Hinsdale County

Sandy Hines,
County Administrator
PO Box 277
Lake City, CO 81235
970-944-2225
administrator@hinsdalecountycolorado.us

7. GENERAL PROVISIONS

7.1 Amendment. This Agreement may be amended only in writing approved by both governing bodies.

7.2 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties.

7.3 Severability. If any provision is held invalid, the remainder shall continue in effect.

7.4 Entire Agreement. This document constitutes the entire agreement between the Parties regarding the subject matter herein.

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement as of the date first written above.

HINSDALE COUNTY, COLORADO

By: _____
Chair, Board of County Commissioners

Attest: _____
Clerk and Recorder

TOWN OF LAKE CITY, COLORADO

By: _____
Mayor, Board of Trustees

Attest: _____
Town Clerk

Lake City & Hinsdale County Comprehensive Housing Plan
Phase 1
Scope of Work

I. Governance & Organizational Implementation

1. Develop annual housing work plan aligned with goals in the Hinsdale County/Lake City Comprehensive Housing Plan
2. Support formal establishment of the Lake City-Hinsdale County Housing Authority
3. Support formal establishment of the Lake City-Hinsdale County Housing Trust Fund.
4. Develop affordable housing programs and qualification systems
5. Work with Town Manager and County Administrator on Community engagement as needed
6. Identify potential intergovernmental partnerships
7. Submit monthly progress reports

II. Grant Writing and Grant Administration

1. Develop grant funding calendar and submission schedule
2. Funding pipeline management (Monitor grant cycles and match funding programs to housing projects.)
3. Identify, apply for, and manage grant funding to support the creation and sustainability of affordable housing programs
4. Maintain grant compliance files
5. Acquisition/rehab opportunity scanning for the Prop 123 Pipeline

III. Policy Implementation

1. Draft and coordinate adoption of fee waiver policy for deed-restricted housing
2. Develop template deed restrictions and affordability covenants
3. Draft and coordinate adoption of ADU incentive program
4. Draft and coordinate adoption of ADU ordinance
5. Develop compliance systems
6. Develop tenant eligibility guidelines (AMI verification procedures)

IV. Sustainable Revenue Development

1. Support public outreach related to sustainable housing funding
2. Develop revenue projections
3. Provide fiscal impact analysis