

**TOWN OF KEYSTONE
Summit County, Colorado**

RESOLUTION 2024-07

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO
AUTHORIZING INTERGOVERNMENTAL AGREEMENT FOR CONTINUATION OF
SERVICES BY SUMMIT COUNTY AND CONSENTING TO ENFORCEMENT OF
SUMMIT COUNTY REGULATIONS**

WHEREAS, Section 31-2-105(1), C.R.S., provides that the incorporation of a Colorado municipality is complete upon the filing of certified results of a municipal incorporation election, and the election and qualification of officers; and

WHEREAS, on March 28, 2023, the voters approved the incorporation of the Town of Keystone ("Keystone"), and thereafter all filings of certified results were completed; and

WHEREAS, on January 30, 2024, the initial officers of Keystone were elected, and on February 8, 2024, the officers were properly qualified and took office, and at such time the incorporation of Keystone was complete and the Town began existence as a legal entity; and

WHEREAS, upon the incorporation of Keystone, Summit County shall continue to provide County services pursuant to Section 31-2-108, C.R.S.; and

WHEREAS, pursuant to the provisions of § 18 of Article XIV of the Colorado Constitution, § 29-1-203, C.R.S., as amended, and other applicable authority, the Keystone and Summit County may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the Summit County has agreed to continue to provide services to Keystone as provided in the intergovernmental agreement; and

WHEREAS, it is the intent of the Town Council to implement the goal of continuing services by Summit County to Keystone and its inhabitants with a minimum disruption, change or reduction.

Now, Therefore, be it Resolved by the Town Council of the Town of Keystone, Colorado, that:

Section 1. The Town requests Summit County to continue providing to Keystone and its inhabitants those same services that have been provided by Summit County to the area encompassed by Keystone prior to its incorporation, in accordance with Section 31-2-108, C.R.S., and as those same services are permitted by other applicable law.

Section 2. The Town Council authorizes the execution of the intergovernmental agreement with Summit County ("Transition IGA) to continue services in Keystone as attached in Exhibit A. The Mayor is authorized to execute the Transition IGA in substantially the form attached in Exhibit A.

Section 3. Effective Date. This Resolution shall take effect upon its approval by the Town Council.

ADOPTED by a vote of 7 in favor and 0 against, this 8th day of February 2024.

By: Kenneth D. Riley
Kenneth D. Riley, Mayor

ATTEST:

Approved as to Form:

By: Madeline Sichel
Town Clerk

By: Jennifer Macken
Town Attorney

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF KEYSTONE AND SUMMIT COUNTY REGARDING
THE INCORPORATION OF KEYSTONE, COLORADO**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") regarding the incorporation of Keystone, Colorado is entered into this 8th day of February, 2024, by and between the Town of Keystone, Colorado, a Colorado municipal corporation (the "Town") and the Board of County Commissioners of Summit County, Colorado, a political subdivision of the State of Colorado, (the "County"), regarding the incorporation of the Town and property located therein to which this Agreement is applicable ("Incorporated Area"). The Town and the County are collectively referred to herein as the "Parties."

WHEREAS, pursuant to Part 1, Article 2, of Title 31, C.R.S., the Town of Keystone was incorporated, effective February 8, 2024, for the purposes of providing municipal services to its residents and property owners; and

WHEREAS, Section 31-2-108, C.R.S., provides that the county of any newly incorporated municipality shall continue to perform all duties and responsibilities within that incorporated area and shall continue to apply all zoning, subdivision, and other regulations within the municipality for a period of ninety days after the election of officers or until superseded by ordinance; and

WHEREAS, the Town and the County hereby find it to be feasible, desirable and in the interest of public health, safety, and welfare that the Parties enter into this Agreement for the purpose of outlining certain aspects of the transition to the newly incorporated Town of Keystone; and

WHEREAS, pursuant to the provisions of § 18 of Article XIV of the Colorado Constitution, § 29-1-203, C.R.S., as amended, and other applicable authority, the Parties may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby mutually agreed as follows:

COVENANTS AND AGREEMENTS

Section 1. TERM. The term of this Agreement shall commence on the date of signing of this Agreement by the Parties and shall continue in full force for a period of 90 days unless the Agreement is extended in whole or in part by the Parties as provided in Section 10 of this Agreement.

Notwithstanding the above, during the term of this Agreement, the Town may contract with other providers to provide services within any or all of the Incorporated Area prior to the termination of this Agreement and remove services from this Agreement. The Town agrees to provide thirty days'

notice to the County of the termination of specific services under this Agreement, unless the parties agree to a shorter period. In the event the Town terminates a service or services under this Agreement, the Parties agree to develop a transition plan which will govern the timing and process of transfer of responsibility for delivering service from the County to the Town or to another service provider. Issues to be addressed in the transition plan shall include, but not be limited to, determining the exact time at which the responsibility for providing services transfers from the County to the new service provider. The transition plan will be developed by the Town and County liaisons and will be ready for implementation prior to the date of termination.

Section 2. SERVICES, SUPPORT AND COMPENSATION. As provided in § 31-2-108, C.R.S., the County shall continue to perform certain existing services within the Town, as may be otherwise limited by this Agreement. The County shall continue to retain direct control of the manner, timing and performance of its continued services within the Town. For the term of this Agreement, it is the intention of the County to provide the specified services and support functions to the citizens of the Town utilizing the same prioritization criteria as the County had in place prior to the incorporation of the Town.

2.1. Retention of Fees, Costs, Fines, and Other Money. The County will continue to administer and enforce the existing laws, rules, regulations and ordinances currently applicable within the Town limits and as provided by the County, including but not limited to those specific regulatory systems identified below in bullets to this Section 2.1, and the County will continue to retain the fees, costs, fines, charges and other moneys collected pursuant to the applicable laws, rules ordinances and regulations.

- Planning services
- Engineering services
- Zoning services
- Liquor licensing
- Short-Term Rental Licensing
- Administration of the County's existing ordinances and regulations including but not limited to:
 - "Land Use and Development Code"
 - "Regulation of Traffic Code & Vehicles" Ordinance
 - "Cigarette, Tobacco & Electronic Smooth Device Licensing" Ordinance
 - "Abandoned Vehicles" Ordinance
 - "False Alarm Code" Ordinance
 - "Smoking Prohibition" Ordinance
 - "Fire and Fireworks Ban" Ordinance
 - "Snowmobiles" Ordinance
 - "Noise" Ordinance
 - "Adult Businesses" Ordinance
 - Solid Waste Ordinance/Regulations
 - "Animal Control" Resolution
 - Open Space Regulations

Related to Planning and Engineering Functions, the Planning Department and Engineering Department staff will continue to provide staff support associated with land development applications submitted for review within the Town of Keystone during the term of this Agreement. The Town of Keystone shall decide all quasi-judicial applications.

The Planning Department and Engineering Department shall continue to review land use and subdivision applications. Staff shall assess conformance with County or Town codes and regulations, negotiating the resolution of issues which arise during the land use review process, and formulating recommendations to the Planning Commission, Town Council, as needed. Staff shall continue to provide technical assistance and guidance in the administration, maintenance and on-going development of County Land Development Regulations and Comprehensive Plan, and coordinating with the development community and other governmental agencies, as provided in its current work plan for 2024 and as resources allow. The Planning Department shall attempt to include the Town staff in all significant discussions and briefings regarding applications within the Town including executive session, to the extent permitted by law.

The Building Inspection Department will continue to perform permitting, plan review, and building inspection services as it does for the rest of the unincorporated County. In addition, the existing Board of Review will continue to hear appeals of Building Code interpretations and Building Inspection Department staff will provide standard support for such appeals.

2.2 Services at no expense. Except as otherwise provided herein, to the extent the County has historically provided other governmental services within the Town boundaries without the imposition of any corresponding fee, expense or cost, the County will continue to provide such other, previously existing County services in the same manner. Those services are described in Exhibit A.

2.3 Consent to enforcement of ordinances and resolutions. Pursuant to Section 30-15-401(8), C.R.S., the Town hereby consents to the provision and enforcement of the above-referenced County rules, regulations, ordinances, codes or other tools within Town boundaries, and agrees to adopt those rules, regulations, ordinances, codes or other tools as Town ordinances, regulations, codes or other tools where required to effectuate enforcement by the County within the Town boundaries.

2.4. Services not included in this Agreement. The County will continue to provide those services required by law to be provided to all areas of the County by the Board of County Commissioners, regardless of municipal boundaries, and intends to cooperate with the other independently elected officials of the County including the Treasurer, Assessor, Clerk and Recorder, Public Trustee, District Attorney and Coroner and Public Health including restaurant inspection.

2.5 Excluded services. The services provided by the County pursuant to law specifically do not include (but is also not limited to):

- a. Providing services or support related to annexations of property to the Town.
- b. Repairing and performing maintenance, reconstruction, or improvement to

and re-design of State highway right-of-way or improvements thereon or thereto within the Town limits. Pursuant to Colorado law, the County is not required to perform these services as of the date of this Agreement.

- c. Providing clerical support for the meetings or hearings of the Town's boards and commissions, including Town Council, the Planning Commission, Town Board of Adjustment, or the Town Board of Review. The County will not provide staff to record or administer the meetings or hearings or to take minutes or transcribe minutes of the proceedings of these Town bodies.
- d. Transmitting agendas and back-up materials to the public, press or elected or appointed members of Town bodies for any Town meeting or hearing other than meetings or hearing of the Town Planning Commission, Board of Adjustment, Board of Review or Liquor Licensing Authority.
- e. Providing legal advice to any Town body, whether elected or appointed.
- f. Providing quasi-judicial decision-making. The Town Council, Town commissions, and other Town agents or designees shall perform all quasi-judicial decision-making regarding matters within the Incorporated Area necessitated by existing County laws, rules, regulations, ordinances, and/or codes that will remain in full force and effect within the Town as provided herein.
- g. Except for claims filed against Summit County which are determined to be the responsibility of Summit County by the County, a state court, or federal court, and as approved by the Board of County Commissioners, neither County moneys nor insurance shall be utilized to pay claims or judgments arising out of the provision of services pursuant to this Agreement.
- h. Providing permanent record-keeping related to any recording, file or document generated regarding the Town. The County will continue to maintain document files for open cases, pending Liquor Licensing matters, claims and other such matters; however, the Town shall establish its own record-keeping system and files for retaining all recordings, files and documents once a matter is closed or concluded, including those land use and property documents which must, by law, be recorded with the County Clerk and Recorder. The County shall cooperate with the Town's design of a records management system for all records created or maintained by the Town.

Section 3. COMMUNICATION PLAN. An overall Communication Plan will be developed to facilitate proactive, frequent communication between the Town and the County. The parties agree that the Communication Plan will include, at a minimum:

- An initial communication meeting between the Town and the County. This meeting will identify liaisons between the Town and County for key activities.
- Meetings between the Board of County Commissioners and the Town Council, schedules permitting.
- A period of at least one hour set aside by the Town Council during its study sessions for a representative of the County to report on activities and issues relative to services provided within the Town by the County. Such Town study sessions are anticipated to be held on a biweekly (every other week) basis, although the Town Council may hold study sessions on a less frequent basis.

- An agreement by the Parties that in the event either Party receives an open records request related to the services provided pursuant to this Agreement, the Parties and their legal counsel shall cooperate in responding to such request.
- The County is to notify the Town liaison promptly of any applications submitted to the County for the Incorporation Area which applications are subject to a quasi-judicial process.

Section 4. MUTUAL COOPERATION. The parties acknowledge that this Agreement is entered into in a spirit of cooperation and with the common goal of providing services to their citizens. Upon termination of this Agreement, the County shall provide the Town with reasonable access, in the reasonable discretion of the County, to all information reasonably necessary to allow the Town to assume the provision of the service or function being terminated.

Section 5. COUNTY EMPLOYEES NOT TOWN EMPLOYEES OR CONTRACTORS. The County staff, its officers, employees and agents shall remain employees of the County and shall not, for any reason, be considered to be staff, officers, employees, agents or contractors of the Town.

Section 6. DELEGATION OF AUTHORITY. For the purpose of providing continuing County services within the Town pursuant to law, the Town agrees that County elected officials and their staffs, officers, employees and agents shall be authorized to enter onto public property, including but not limited to Town right-of-way, easements, and other property owned or constructed by or for the Town for the purpose of providing services and support functions pursuant to this Agreement. It is the intent of this Agreement that the County is authorized to act on behalf of the Town only to the extent necessary to carry out the continued provision of services as provided in § 31-2-108, C.R.S.

Section 7. NO LEGAL OBLIGATION OR ASSUMPTION OF DUTY BY COUNTY. The Parties understand and agree that this Agreement is intended solely to reflect the anticipated cooperative efforts of the Parties regarding the continuation of County services within the Town to the extent mandated by Section 31-2-108, C.R.S., and the eventual cessation of such services. Nothing in this Agreement is intended to impose any additional duty, contractual responsibility, or other obligation whatsoever on the County regarding its provision of services within the Town of Keystone, including any such duty, responsibility, or obligation to provide a new or higher level of service within or regarding the Town. Each Party will remain responsible for its own compliance with all applicable laws and regulations.

Section 8. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties hereto relating to the work specified in Exhibit "A", and sets forth the rights, duties, and obligations of each as to the other as of the effective date hereof. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Parties.

Section 9. NO WAIVER OF GOVERNMENTAL IMMUNITY. It is understood and agreed that the Parties 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, §§ 24-10-101, et seq., C.R.S., as from time to time amended (the "Act"), or otherwise available to the Parties, their officers, or employees. The parties agree to allow and maintain the full extent of immunity of the County under the Act related to any liability associated with any alleged liability associated with roadways within Town.

Section 10. RECORDS. All records created or maintained by the County in the performance of functions or services on behalf of the Town pursuant to this Agreement shall be deemed to be records of the Town for purposes of public records requests and maintenance of records. The County shall develop a system for identifying all records created or maintained by the County for the Town as part of the services provided pursuant to this Agreement. Upon the expiration of the term of this Agreement or its early termination, such records not previously transferred to the Town, including records created or maintained in electronic format, shall be available to the Town in an orderly condition. Each Party shall have the right to access and review each other's records and accounts, at reasonable times during the Parties' regular office hours, for purposes connected with the provisions of this Agreement. Such records shall be subject to the provisions of the Public Records Act of the State of Colorado contained in Article 72 of Title 24, C.R.S. In the event of disputes or litigation between the Parties hereto, all access to, and requests for, records of the non-requesting Party shall be made in compliance with the Public Records Act and the Colorado Rules of Civil Procedure.

Section 11. LIMITED PURPOSE; NO THIRD PARTY BENEFICIARIES. As this Agreement is intended to be an expression of intent and not a binding agreement that imposes any independent binding obligation or duty on the County, this Agreement is also not intended and shall not be deemed to confer any benefit on any third party or otherwise be enforceable by any such third party whatsoever.

Section 12. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the law of the State of Colorado.

Section 13. NOTICES. All notices in connection with this IGA must be in writing and signed by the party giving notice. Notice will be deemed properly delivered and received when personally delivered or upon deposit in the United States mail, first class postage prepaid. All such notices or other instruments will be addressed to the party at the address below or to such other addresses as the party may designate by written notice:

Summit County Government:
Attn: Summit County Manager
P.O. Box 68
Breckenridge, CO 80424


Town of Keystone
Attn: Keystone Town Manager
1628 Sts John Road
Keystone, CO 80435

Section 14. MODIFICATION OF SERVICES. In order to allow a smooth transition for the Incorporated Area to the municipal government, the Town and the County agree to work together to determine if there are ways acceptable to both Parties to modify the extent and method of providing the services referenced in this Agreement.

Section 15. ANNUAL APPROPRIATION. Notwithstanding any other provision to the contrary, this Agreement is dependent upon the Town and the County appropriating sufficient funds for payment of fees due under this Agreement or necessary to perform the services for such subsequent fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written which shall hereafter be deemed to be the effective date of the Agreement. By the signature of each representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date of last Party signature, below.

ATTEST: 
Clerk to the Board

COUNTY OF SUMMIT,
STATE OF COLORADO

Tamara Papp Chair
Board of County Commissioners
Date: 2/13/24

ATTEST: 
Town Clerk


TOWN OF KEYSTONE,
STATE OF COLORADO

Kenneth D. Riley, Mayor
Date: 2/8/2024

EXHIBIT A

REFERENCED IN SECTION 2.2, DESCRIPTION OF SERVICES AND SUPPORT FUNCTIONS TO BE PROVIDED PURSUANT TO THE PROVISIONS OF THIS AGREEMENT

ROAD AND BRIDGE FUNCTIONS

The majority of Road and Bridge work in the Town of Keystone consists of plowing, and the majority of plowing is done pursuant to a services agreement between Summit County and Vail-Summit Resorts, Inc., whereby Vail-Summit Resorts, Inc. plows the roads in exchange for compensation from Summit County. A services agreement has been entered into for the 2023-2024 winter season and plowing will continue pursuant to that agreement until the close of the season. Summit County Road and Bridge will continue to plow the two roads it has historically plowed, at the same level of service as historically provided and subject to resource availability and climatic conditions.

LAW ENFORCEMENT SERVICES

The Summit County Sheriff's Office will continue to provide services in the Town as it does for the rest of the unincorporated County and as have been previously provided to the Keystone area prior to incorporation of the Town. The law enforcement services will include animal control services. Any citations/summons and complaints will be issued into Summit County Court.