

TOWN OF KEYSTONE
Summit County, Colorado

RESOLUTION 2024-37

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO
APPROVING AN AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH
SUMMIT COUNTY ON TRANSITION SERVICES**

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 Town of Keystone and Summit County may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, on February 8, 2024, Town Council approved Resolution 2024-07 authorizing an intergovernmental agreement for continuation of services by Summit County and consenting to enforcement of Summit County regulations ("Transition IGA"); and

WHEREAS, the term of the Transition IGA is ninety days and it expires on May, 9, 2024; and

WHEREAS, in anticipation of that expiration date, the Town of Keystone ("Keystone" or "Town") and Summit County have negotiated an amendment to the Transition IGA to extend certain County services in the Town.

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

Section 1. The Town Council approves the First Amendment to Intergovernmental Agreement Between the Town of Keystone and Summit County Regarding the Incorporation of the Town of Keystone, Colorado. The Town Council authorizes the Mayor to execute the First Amendment in substantially the form that is provided in Exhibit A.

Section 2. Effective Date. This Resolution shall take effect upon its approval by the Town Council.

ADOPTED by a vote of 6 in favor and 0 against, this 6th day of May, ~~2024~~,
2024.

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

ATTEST:

Approved as to Form:

By: Madeleine Sieb
Town Clerk

By: Jennifer Madson
Town Attorney

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

THIS FIRST AMENDMENT amends the INTERGOVERNMENTAL AGREEMENT ("Agreement") entered into on the 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."

RECITALS AND REPRESENTATIONS

WHEREAS, the Parties previously entered into the Agreement pursuant to which the County agreed to provide transition services to the Town for ninety days as stated in the Agreement and Exhibit A of the Agreement; and

WHEREAS, in accordance with Section 8 of the Agreement, the Parties desire to amend Sections 1 and 2 of the Agreement to extend the provision of certain services by the County beyond the ninety-day term.

NOW, THEREFORE, in consideration of the benefits and obligations of the Agreement and this FIRST AMENDMENT, the Parties mutually agree as follows:

1. Section 1 of the Agreement shall be amended to read as follows:

Section 1. TERM. The term of the Agreement shall be extended for each of the County services as provided herein, unless the Agreement is extended in whole or in part by the Parties as provided in Section 8 of the 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.

2. Section 2 of the Agreement, and specifically paragraphs 2.1 and 2.2, shall be amended to read as follows:

Section 2. SERVICES, SUPPORT AND COMPENSATION. 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. Except as modified by the terms 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. Except as modified by the terms of this Agreement, 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.

- Engineering services for plan review associated with Building Permits and Development Applications
- Building services
- Short-Term Rental Licensing and Enforcement
- Administration of the County's existing ordinances and regulations including but not limited to:
 - "Land Use and Development Code" related to the provision of Engineering Services and Building Services

As of May 9, 2024, the Town intends to manage Planning and Zoning Services, Tobacco Licensing, and Liquor Licensing Services by the Town staff and/or Town contractors.

- a. **Engineering Services.** The County agrees to provide Engineering Services staff support to the Town Planning and Zoning Department associated with land development applications submitted for review within the Town of Keystone through December 31, 2024. The Engineering Department will charge the Town fees as set forth in Exhibit B based on the type of application submitted for review. The Engineering Department will not be responsible for assisting Town staff with development of Engineering codes and regulations.
- b. **Building Services.** The County agrees to provide Building Services to the Town for building and development matters within the Town of Keystone through December 31, 2024. The Building Services provided by the County will include tasks such as intake, processing, plan review, and inspections. Because the Town of Keystone is providing Planning and Zoning Services, the Town of Keystone will perform plan review related to evaluation of compliance with the Town's Land Use and Development Code. The County agrees to pay to the Town of Keystone ten percent (10%) of the Plan Review Fees collected by the County for the Town's performance of the plan review described in this paragraph. The County agrees to pay to the Town its share on the 30th day of the month for the fees collected the previous month. The Parties have an option to negotiate an

intergovernmental agreement for this provision of building inspection services.

- c. **Short-Term Rental Licensing.** The County agrees to continue providing services related to the administration and enforcement of Short-Term Rental Licenses through September 30, 2024. Beginning October 1, 2024, the Town will begin the administration and enforcement of a short-term rental regulation and licensing program in the Town of Keystone. The County agrees to transfer to the Town by May 15, 2024, any documentation of applications, renewals, and correspondence related to short-term rental licenses issued in the Town of Keystone prior to September 30, 2024.

2.2 Law Enforcement, Roads and Bridges Services, Open Space, Trails, and Recreation Pathway Services, and Housing Services.

- a. **Law Enforcement Services.** The Town and the County intend to enter into an Intergovernmental Agreement for The Provision of Law Enforcement Services for Compensation with the Summit County Sheriff's Office.
- b. **Road and Bridge Services.** The County will continue to honor the existing Road Maintenance Agreement between Summit County and Vail-Summit Resorts, Inc. for road maintenance services within the Town of Keystone. Once the Road Maintenance Agreement expires December 31, 2024, the County will have no further obligation to negotiate, pay for, or administer the Road Maintenance Agreement. No other Road and Bridge Services will be provided.
- c. **Open Space, Trails, and Recreation Pathways.** The Parties may decide to enter into a separate agreement for these services at a later date.
- d. **Housing Services.**
 - (1) The County is the beneficiary of covenants and deed restrictions for affordable housing in the Town of Keystone as well as employee housing associated with and credited to Keystone Ski Resort via the Keystone PUD ("Keystone Ski Resort Employee Housing"). The County contracts with the Summit Combined Housing Authority ("SCHA") to manage the initial enforcement of deed restrictions as well as for qualifying applicants for deed restricted housing in the unincorporated County.
 - (2) Until such time that the Town becomes a member of the SCHA and a further agreement is reached regarding the affordable housing units within the Town that are not associated with Keystone Ski Resort Employee Housing, the County will continue to manage and ensure compliance with all workforce housing covenants and deed restrictions not associated with Keystone Ski Resort Employee Housing.
 - (3) The Parties agree the Town will be responsible for the enforcement of the Keystone PUD and associated Keystone Ski Resort Employee housing for that property portion of the Keystone Resort Employee housing which lies within town

boundaries. The Summit County Planning Department will enforce the Keystone PUD and associated Keystone Resort Employee housing which lies outside town boundaries. The County and Town acknowledge that a formal agreement will need to be entered into as soon as reasonably practicable, that sets forth the responsibilities of each entity with regards to the Keystone PUD.

The Parties agree that Exhibit A shall have no effect as of May 9, 2024 at 12:01 a.m.

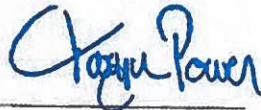
NO AMENDMENT TO SECTIONS 2.3-2.5 OF THE AGREEMENT.

3. All other terms and conditions of the Agreement shall remain in full force and effect unaffected by this FIRST AMENDMENT.

IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT to the Agreement on the date first written below 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.

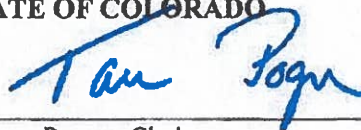
IN WITNESS WHEREOF, the Parties have executed this Amendment on the date of last Party signature, below.

ATTEST:



Clerk to the Board

COUNTY OF SUMMIT,
STATE OF COLORADO



Tamara Pogue, Chair
Board of County Commissioners

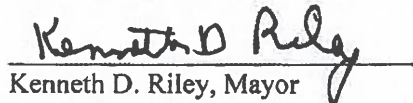
Date: 5/31/24

TOWN OF KEYSTONE,
STATE OF COLORADO

ATTEST:



Town Clerk



Kenneth D. Riley, Mayor

Date: 5/14/24

EXHIBIT B
COSTS FOR SERVICES

ENGINEERING PLAN REVIEW SERVICES

Plan review associated with only a building permit is covered by building permit fees.

Plan review associated with other development review applications will be charged at the rate of \$210/hr plus a 5% administrative fee of the total charge per month.