

**TOWN OF KEYSTONE
Summit County, Colorado**

RESOLUTION 2024-70

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO
AUTHORIZING INTERGOVERNMENTAL AGREEMENT FOR CONTINUATION OF
THE SUMMIT COUNTY BUILDING INSPECTION SERVICES**

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 Building Inspection Services to Keystone as provided in the attached 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.

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

Section 3. Related to the provision of building services, pursuant to C.R.S § 30-15-401(8), the Town hereby consents to the provision and enforcement within Town boundaries of the County building rules, regulations, ordinances, codes or other tools, including 2018 edition of the International Building Code, 2018 edition of the International Residential Code, 2018 edition of the International Mechanical Code, 2018 edition of the International Plumbing Code, 2018 edition of the International Fuel Gas Code, 2018 edition of the International Existing Building Code, 2018 edition of the International Energy Conservation Code, 2023 National Electrical Code, 2018 edition of the International Swimming Pool and Spa Code, 1997 edition of the Uniform Code for Building Conservation, and 1997 edition of the Uniform Code for the Abatement of Dangerous Buildings and all amendments thereto. The Town hereby consents to the provision and

enforcement of any future amendments or updates to the Summit County Building Code adopted by the County.

Section 4. 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 12th day of November, 2024.

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

ATTEST:

Approved as to Form:

DocuSigned by:
By: Madeline Sielw
Town Clerk

Signed by:
By: Jennifer Madsen
Town Attorney

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF BUILDING INSPECTION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF BUILDING INSPECTION SERVICES (the "IGA") is made and entered into this 1st day of January, 2025, by and between the Board of County Commissioners of Summit County, Colorado, a political subdivision of the State of Colorado, (the "County"), on behalf of its Summit County Building Inspection Department ("Building Inspection Department") and the Town of Keystone, a Colorado municipal corporation (the "Town"). The Town and the County shall be referred to together herein as the "Parties."

WITNESSETH:

WHEREAS, the County operates its Building Inspection Department for purposes of ensuring that construction activity in unincorporated Summit County is conducted in compliance with the Summit County Building Code, as amended; and

WHEREAS, the County's Building Inspection Department's responsibilities include performance of plan review, inspection, and permitting services for construction projects occurring within the unincorporated area of Summit County, Colorado; and

WHEREAS, the Town operates a Community Development Department for purposes of ensuring that construction activity in the incorporated areas of Keystone is conducted in compliance with the Towns Land Use and Development Code; and

WHEREAS, at this time the Town has not adopted its own Keystone Building Code, and the Community Development Department does not have sufficient staffing to perform the plan review and permitting services identified herein for construction projects occurring within the Town; and

WHEREAS, the County has an adopted building code and has sufficient staff necessary for performing the herein described services in both the County and Town's jurisdictions; and

WHEREAS, the Town desires that the County's Building Inspection Department perform the plan review and inspection services described in this IGA for construction projects occurring within the incorporated areas of the Town; and

WHEREAS, pursuant to the provisions of Section 18 of Article XIV of the Colorado Constitution, C.R.S. § 29-1-203 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

WHEREAS, the County and the Town hereby find it to be feasible, desirable and in the interest of public health, safety and welfare that the Parties enter this IGA for the purpose of utilizing the County Building Inspection Department's existing capability to perform the Services in the Town's incorporated areas in accordance with the terms and conditions of this IGA.

NOW THEREFORE, in consideration of the above recitals, which are hereby incorporated into the terms of the IGA set out below, in consideration of the mutual covenants, performances, and agreements hereafter set forth, and for such other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the County and Town hereby mutually understand, covenant, and agree as follows:

A. Purpose. The purpose of this IGA is to state the Parties' mutual and respective obligations regarding the Summit County Building Inspection Department's provision of certain below described construction administration services on the Town's behalf for construction projects occurring within the incorporated area of the Town (the "Town's Jurisdiction").

B. Appointment. The Town hereby appoints and authorizes the County, through its Building Inspection Department, to perform certain plan review and building, energy, plumbing, mechanical, fuel gas and electrical inspection services for properties lying within the Town's Jurisdiction in accordance with the terms and conditions of this IGA (the "Services").

C. Services. The County shall provide the Services hereunder in accordance with all applicable requirements of the County adopted building code and local ordinances.

D. Plan Review Services. The Town will utilize the County Building Inspection Department for the performance of the below described permit application plan review Services ("Plan Review Services"). Administration of Plan Review Services hereunder shall be as follows:

1. After completing its own construction plan review process, the Town will forward permit applications to the County's Building Inspection Department for its performance of Plan Review Services on the Town's behalf.

2. The County Building Inspection Department shall perform its Plan Review Services in accordance with the terms, requirements and conditions of the County adopted building, energy, plumbing, mechanical, fuel, gas, and electrical Codes.

E. Permit Inspection Services. The Town will utilize the County's Building Inspection Department for performance of building, mechanical, plumbing, electrical, fuel, and gas permit inspection services ("Permit Inspection Services"). Administration of Permit Inspection Services hereunder shall be as follows:

1. All requests for Town Permit Inspection Services shall be scheduled directly through Summit County's Etrakit program.

2. The County's Building Inspection Department will perform the subject Permit Inspection Services on the day the inspection is scheduled.

F. Fee Collection Retention and Reimbursement. The County shall collect and retain all permit fees in the amounts described in the Summit County Building Department Fee Schedule.

a. The County shall reimburse the Town 10% of Building Permit Plan Review Fees collected by the County, because the Town is providing Planning and Zoning Services, and the Town will perform plan review related to evaluation of compliance with the Town's Land Use and Development Code.

- b. The County agrees to reimburse the Town its share on or by the 30th day of the month for the plan review fees collected the previous month.

G. Consent to enforcement of ordinances and resolutions. Pursuant to C.R.S § 30-15-401(8), the Town hereby consents to the provision and enforcement within Town boundaries of the County building rules, regulations, ordinances, codes or other tools, including 2018 edition of the International Building Code, 2018 edition of the International Residential Code, 2018 edition of the International Mechanical Code, 2018 edition of the International Plumbing Code, 2018 edition of the International Fuel Gas Code, 2018 edition of the International Existing Building Code, 2018 edition of the International Energy Conservation Code, 2023 National Electrical Code, 2018 edition of the International Swimming Pool and Spa Code, 1997 edition of the Uniform Code for Building Conservation, and 1997 edition of the Uniform Code for the Abatement of Dangerous Buildings and all amendments thereto (hereinafter "Summit County Building Code"). The Town hereby consents to the provision and enforcement of any future amendments or updates to the Summit County Building Code adopted by the County.

H Term and Termination. This IGA, as amended, shall be effective on the date first written above and shall automatically renew for annual one-year periods beginning January 1 and terminating on the next subsequent December 31, unless otherwise terminated by either party upon giving 30 days written notice to the other party. Either party may terminate this IGA at any time, without cause, upon thirty days prior written notice to the other Party.

I. 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.

J. Entire Agreement. This IGA, as amended, constitutes the entire agreement between the Parties with respect to the matters herein discussed and contains all the terms and conditions agreed upon by the Parties.

K. Modification. No modification, amendment, alteration, or variation hereto shall be valid unless made in writing and signed by the Parties and no oral understanding or agreement shall be binding on the Parties.

L. Indemnification. To the extent allowed by law, the Parties shall each indemnify, keep and hold the other harmless from and against all liabilities, judgments, costs, damages, losses, and expenses, including court costs and attorney's fees, of and from any claims arising out of or resulting from acts or omissions of their respective employees, contractors, officers or agents during their respective performance of the Services hereunder.

M. Insurance. The Parties shall each obtain and maintain at all times during the term of this IGA, liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Governmental Immunity Act, CRS § 24-10-101, et seq.. Upon request by either party, the other party shall show proof of such insurance.

N. Government Immunity. Nothing in this IGA shall be construed as waiving the rights and privileges of any of the Parties under the Colorado Governmental Immunity Act, or other applicable authority, with respect to any other person, entity, or third party.

O. Notification. 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: Building Official
Summit County Com Dev Dept
P.O. Box 5660
Frisco, CO 80443

Town of Keystone
Attn: Community Development Director
Keystone Community Development Dept
1628 Sts John Rd
Keystone, CO 80435

P. Assignment and Subcontracting. This IGA is predicated upon County's and Town's special authority, abilities and/or knowledge, and neither Party hereto may assign this IGA or its respective obligations hereunder, in whole or in part. Neither Party may subcontract its responsibilities hereunder to any non-Party hereto without the other Party's prior written consent.

Q. 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.

R. Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of the IGA, and all rights and actions relating to such enforcement shall be strictly reserved to the County and Town and nothing contained in this IGA shall give or allow any such claim or right of action by any other or third person on this IGA. It is the express intention of the County and Town that nothing contained in this IGA shall give or allow any claim of right of action by any other third person. It is the express intention of the County and the Town that any person or entity other than the County and the Town receiving services or benefits arising from the performance of this IGA shall be deemed to be an incidental beneficiary only.

S. Applicable Law. At all times during the performance of this IGA, the Parties shall each strictly adhere to all applicable federal, state, and local laws, rules, and regulations that have been or may hereafter be established, and all work performed under this IGA shall comply with Federal, State, and local laws, rules and regulations. This IGA shall be interpreted in all respects in accordance with the laws of the State of Colorado. Venue shall only be proper in Summit County Colorado.

T. Waiver. A Party's waiver of any breach or failure to enforce any of the terms, covenants, conditions, or other provisions of this IGA at any time shall not in any way affect, limit or modify or waive that Party's right thereafter to enforce or compel strict compliance with every term, covenant, condition, or other provision of this IGA.

U. Severability. In case one or more of the provisions contained in the IGA, or any application hereof, shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in the IGA and the application thereof shall not in any way be affected or impaired thereby.

V. Counterparts. This IGA may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

W. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this IGA.

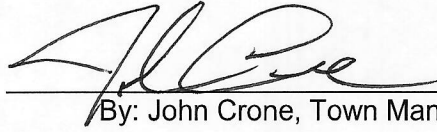
DONE AND SIGNED effective the date first written above.

SUMMIT COUNTY, COLORADO

TOWN OF KEYSTONE



By: David Rossi, County Manager



By: John Crone, Town Manager

Date: 12/31/2024

Date: 12/9/24