

**TOWN OF KEYSTONE
Summit County, Colorado**

RESOLUTION 2025-12

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO
APPROVING THE SECOND AMENDED AND RESTATED INTERGOVERNMENTAL
AGREEMENT FOR MUNICIPAL COURT SERVICES**

WHEREAS, Section 8.1 of the Town of Keystone Home Rule Charter and Colorado law, the Town is required to establish a municipal court of record that has jurisdiction to hear and determine all cases arising under the Charter and the Ordinances; 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 Town of Keystone and Town of Dillon may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, pursuant to C.R.S. § 13-10-110(3), the Parties may cooperate or contract to provide joint court facilities and supplies and such joint facilities may be located outside of any or all of the contracting governments; and

WHEREAS, in 2004, Town of Silverthorne and the Town of Dillon entered into an intergovernmental agreement for the operation of a joint municipal court of record under Article 10 of Title 13, C.R.S.; and

WHEREAS, on February 1, 2025, the Town of Keystone and the Town of Dillon entered into an intergovernmental agreement for a single law enforcement agency; and

WHEREAS, the Town of Keystone has a need to establish a municipal court of record; and

WHEREAS, the Town Council for the Town of Keystone determined that it is in the **Town's** best interest to join the Silverthorne and Dillon court operations for a combined municipal court pursuant to the terms of the intergovernmental agreement attached hereto as Exhibit A.

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

Section 1. Town Council approves the Second Amended And Restated Intergovernmental Agreement For Municipal Court Services with the Town of Dillon and the Town of Silverthorne for a combined municipal court. attached as Exhibit A. The Mayor is authorized to sign this agreement. Non-substantive amendments may be made to the IGA in consultation with the Town Manager and the Town Attorney. shall be adopted and the Mayor shall be instructed to sign said agreement.

Town of Keystone
Resolution No. 2025-12
Page 2

Section 2. 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 22nd day of April 2025.

Signed by:
By: Kenneth D. Riley
FFCC195F48734F9
Kenneth D. Riley, Mayor

ATTEST:

Approved as to Form:

DocuSigned by:
By: Madeline Sielw
4E4BE3F50A1424
Town Clerk

Signed by:
By: Jennifer Madsen
89754094A1D74EC
Town Attorney

SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR MUNICIPAL COURT SERVICES

This Second Amended Intergovernmental Agreement for Municipal Court Services ("Second Amended Court IGA"), is entered into as of the day of May 1, 2025, by and between the Town of Silverthorne, Colorado ("Silverthorne"), the Town of Dillon, Colorado ("Dillon"), and the Town of Keystone, Colorado ("Keystone") together referred to herein as the Parties. Each municipality may also be referred to as "Town."

RECITALS

A. The Parties have the authority to enter into this intergovernmental agreement pursuant to Article XIV Section 18 of the Colorado Constitution and Section 29-1-201, et seq., C.R.S.

B. Prior to 2004, Silverthorne and Dillon operated independent municipal courts.

C. In 2004, Silverthorne and Dillon entered into an intergovernmental agreement for the operation of a joint municipal court of record under Article 10 of Title 13, C.R.S. ("2004 Municipal Court IGA").

D. By agreement of Silverthorne and Dillon, the 2004 Municipal Court IGA was superseded and replaced by a 2013 intergovernmental agreement for the joint operation of the municipal court ("2013 Municipal Court IGA").

E. On February 8, 2024, the Town of Keystone incorporated as a home rule municipality.

F. On February 1, 2025, Keystone and Dillon entered into an intergovernmental agreement for a single law enforcement agency.

G. Keystone has a need to establish a municipal court of record.

H. Pursuant to C.R.S. § 13-10-110(3), the Parties may cooperate or contract to provide joint court facilities and supplies and such joint facilities may be located outside of any or all of the contracting governments.

I. The Town Council of the Town of Keystone desires to join the intergovernmental agreement for the joint operation of the municipal court with Dillon and Silverthorne.

J. Silverthorne and Dillon agree that it is in their best interest to operate a single municipal court with Keystone.

NOW THEREFORE in consideration of the premises, the mutual promises,

covenants and considerations contained herein, the sufficiency of which are acknowledged and confessed, the Parties agree as follows:

1. The 2013 Municipal Court IGA Superseded.

The 2013 Municipal Court IGA is hereby superseded and replaced in its entirety by this Second Amended Court IGA.

2. Combined Silverthorne-Dillon-Keystone Municipal Court Established.

- a. Combined Silverthorne-Dillon-Keystone Municipal Court: This Second Amended Court IGA establishes the Combined Silverthorne-Dillon-Keystone Municipal Court.
- b. Municipal Judge: The Parties agree that a single municipal court judge shall serve the Combined Silverthorne-Dillon-Keystone Municipal Court. The Parties further acknowledge that their respective governing bodies may be required, pursuant to their home rule charters or ordinances, to appoint the municipal court judge. In the event that any Party removes the judge or appoints a different judge, this Second Amended Court IGA shall terminate with respect to that Party. The Parties may collaborate and appoint a single relief judge.
- c. Dillon Municipal Ordinance Offenses: Officers of the Dillon-Keystone police department shall write citations and summonses for violations of the Dillon Town Code, including its model traffic code, on forms provided by Dillon for this purpose. Such forms may continue to refer to the Dillon municipal court, but the court address and appearance time shall be modified to reflect the fact that the offenses will be heard at the location of the Silverthorne municipal court in the Silverthorne Town Hall.
- d. Keystone Municipal Ordinance Offenses. Officers of the Dillon-Keystone police department shall write citations and summonses for violations of the Town of Keystone ordinances and the Keystone Town Code, including its model traffic code. The citation forms will refer to the Combined Silverthorne-Dillon-Keystone Municipal Court. Keystone code enforcement may also write citations for violations of the Town of Keystone ordinances and the Keystone Town Code into the Combined Silverthorne-Dillon-Keystone Municipal Court.
- e. Municipal Court Clerk. The Parties agree that Silverthorne shall have the responsibility for hiring the Municipal Court Clerk, who shall serve as the Municipal Court Clerk for the Combined Silverthorne, Dillon, and Keystone Municipal Court. The Municipal Court Clerk shall oversee operations consistent with the

requirements of Colorado law for municipal court operations.

- f. Date, Time, and Location of Court Hearings. Citations and summonses issued by the Parties shall be scheduled for hearing at the date, time, and location determined by the Municipal Court Clerk. Unless otherwise specified, all hearings shall be held in the Town Council Chambers at Silverthorne Town Hall, located at 601 Center Circle, Silverthorne, Colorado.
- g. Prosecution of Cases. A single municipal court prosecutor, acting under the supervision of the Silverthorne Town Attorney, shall be responsible for prosecuting all summonses and citations filed in the Combined Silverthorne-Dillon-Keystone Municipal Court. The prosecutor shall have full discretion and authority to prosecute, amend, dismiss, or enter into agreements for deferred prosecution or judgment in all such cases. In the event that any Party removes the prosecutor or appoints a different prosecutor, this Second Amended Court IGA shall terminate with respect to that Party.
- h. Court Appearances. Dillon-Keystone police officers shall appear in court as needed or by subpoena and shall cooperate with the municipal court prosecutor in connection with incidents, arrests, and other summonses issued which affect the work of the court as it relates to Dillon or Keystone citations and summonses.
- i. Fines and Costs. All fines, costs, and other charges levied or imposed by the municipal court judge shall be remitted to the town from which the citation or summons was issued.
- j. Administration. The Town of Silverthorne shall be responsible for the administration of the combined municipal court. The Parties agree to cooperate through their respective administrative staffs to establish procedures necessary to coordinate their separate activities and effectively implement this Second Amended Court IGA.

3. Financial Arrangements.

Dillon and Keystone shall pay Silverthorne on a monthly basis, in arrears, for the costs of operating the combined municipal court, as follows:

- a. Fixed Costs. The Parties agree that fixed costs for operation of the combined municipal court include: Municipal Court judge salary, prosecutor fees and related supplies and interpreter services. Dillon and Keystone shall pay to Silverthorne on a monthly basis that percentage of the Fixed Costs which equal the percentage of Dillon court cases compared to total court cases during the previous three years, adjusted annually commencing on January 1, 2026.

Currently that percentage is agreed to be 52%. As an example, for 2022-2024, Dillon's number of docket items averaged 52% of total cases. Therefore, if the fixed cost is estimated to be \$69,000 in 2025, then Dillon would have paid a fixed monthly amount in 2025 of \$2,999.45/month or \$35,880 ($\$69,000 \times 0.52$) for 2025. Keystone's payment of fixed costs for 2025, 2026, and 2027 calendar years will be determined after data is collected on the number of court cases for Keystone is compared to the total court cases for those three years. Keystone is not required to make fixed cost payments until this data is collected and a determination is made.

- b. Per Ticket Costs: The Parties acknowledge that the per-ticket monthly processing cost includes all expenses incurred by Silverthorne in processing, administering, collecting, and remitting payments related to each ticket or citation. These costs encompass court staff time and associated administrative expenses required to process fines collected. Currently, the municipal court processes approximately 1,073 tickets per year, with an estimated per-ticket cost of \$95.39. Dillon and Keystone shall remit to Silverthorne the amount of \$95.39 for each ticket processed in the Combined Silverthorne-Dillon-Keystone Municipal Court. On or before February 1, 2026, and annually thereafter, Silverthorne shall review and adjust the per-ticket cost based on actual expenditures and the number of tickets allocated to each jurisdiction to reflect the true cost of processing for the preceding budget year. Silverthorne shall provide written notice of the revised per-ticket cost to Dillon and Keystone.
- c. On or before February 1 of each calendar year, Silverthorne shall perform the calculation required to determine the new rate for Fixed costs and Per ticket costs, as set out in subsections a and b above and shall inform Dillon and Keystone of the new rates for that year. Attached hereto as **Exhibit 1** is an example calculation.
- d. Unrelated Direct Costs. Dillon and Keystone will also be responsible to pay Silverthorne for any direct related costs related to their own tickets/citations. This includes expenses like jail fees or cost for cases handled outside of the regular scheduled monthly court date. Dillon and Keystone will also pay an administrative rate for time spent responding to court record requests submitted for their respective court case files. This administrative fee will be determined along with the fixed cost and per-ticket cost.
- e. Receipts. All fines, penalties, and other charges levied or imposed upon defendants by the Municipal Court Judge shall be remitted to the Party from which the citation or summons was issued. The Municipal Court Clerk shall be responsible for ensuring that all

monies received for Dillon and Keystone municipal offenses are remitted to each respective jurisdiction on a monthly basis.

4. Term.

This Second Amended Court IGA shall take effect on May 1, 2025 and shall remain in effect until December 31, 2025. This Second Amended Court IGA shall automatically renew for additional one-year periods, without limitation, unless: (1) either Party notifies the other, in writing, of its decision not to renew the Second Amended Court IGA for the ensuing year, by written notification at least 60 days prior to the annual expiration date, or (2) upon termination by either party as permitted in Section 5.

5. Termination.

Any Party may terminate this Second Amended Court IGA, with or without cause, by providing sixty (60) days' prior written notice to the other Parties. If one Party removes or fails to appoint the same individual as the municipal court judge or if one Party removes or fails to appoint the same individual as the municipal court prosecutor, this Second Amended Court IGA shall terminate immediately without notice. Upon termination, all Municipal Court equipment and materials shall remain the property of Silverthorne, except for materials specifically prepared for Dillon or Keystone.

6. Subject to Annual Appropriation.

The Parties acknowledge that their obligations under this Agreement are subject to annual appropriation by the governing body of each respective party and shall not constitute or give rise to a general obligation or other indebtedness of either party within the meaning of any constitutional or statutory provision or limitation of the State of Colorado or a mandatory charge or requirement against either party in any ensuing fiscal year beyond the current fiscal year

7. Records.

The records related to each Party's court proceedings shall remain the sole property of the respective Party. While such records may be stored at Silverthorne's facilities during the term of this Agreement, Dillon and Keystone shall have the right to access and review their respective records upon providing reasonable notice to Silverthorne. Upon termination of this Agreement, all records belonging to Dillon and Keystone shall be transferred to them in a legally compliant manner. The Parties agree to cooperate in identifying and implementing long-term storage solutions for court records, if necessary.

8. Notices.

Except as otherwise provided herein, all notices permitted or required under this Second Amended Court IGA shall be in writing, signed by the Party giving notice, and shall be deemed properly given when: (a) deposited in the United States mail, first-class postage prepaid; (b) personally delivered to the other Party at its then-current Town Hall address; or (c) sent via email to an official email address designated by the receiving Party. Each Party may update its mailing or email address for notices by providing written notice to the other Party.

9. Applicable Law and Venue.

This Second Amended Court IGA shall be interpreted in all respects in accordance with the laws of the State of Colorado. Venue for any court proceedings related to this Second Amended Court IGA shall be proper and exclusive in the District Court for Summit County, Colorado.

10. Entire Agreement.

This Second Amended Court IGA constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes all prior agreements, representations, and understandings, whether written or oral. No modification or amendment of this Second Amended Court IGA shall be effective unless set forth in a written instrument duly authorized and executed by all Parties.

11. Approval; Binding Effect.

Pursuant to C.R.S. § 29-1-203(1), this Second Amended Court IGA shall not take effect unless and until it has been duly approved by the governing bodies of both Silverthorne, Dillon, and Keystone. Upon such approval, this Second Amended Court IGA shall be binding upon and shall inure to the benefit of the Parties, as well as their respective successor governing bodies.

12. Indemnification and Insurance.

To the extent permitted by the Colorado Constitution and applicable statutes, each Party shall indemnify, defend, and hold harmless the other Parties from and against any and all claims, causes of action, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or related to that Party's performance of its obligations under this Second Amended Court IGA. Nothing in this Second Amended Court IGA shall be construed as a waiver of any protections, immunities, or limitations of liability afforded to either Party under the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., or any other applicable statutory or common law immunity.

Each Party shall obtain and maintain the types, forms, and coverage(s) of

insurance deemed to be sufficient to meet or exceed its minimum statutory and legal obligations arising under this Second Amended Court IGA. Either party's failure to obtain and continuously maintain policies of insurance shall not limit, prevent, preclude, excuse or modify any liability, claims, demands or other obligations of such Party arising from performance or non-performance of this Second Amended Court IGA.

13. Authority.

The individuals executing this Second Amended Court IGA represent that they are expressly authorized to enter into this Second Amended Court IGA on behalf of the relevant Party and bind their respective entities.

SIGNATURES ON THE FOLLOWING PAGES

TOWN OF SILVERTHORNE, COLORADO



ATTEST:

By: _____

Town Clerk

By: _____

Mayor

APPROVED AS TO FORM:

By: _____

For Town Attorney's Office

TOWN OF DILLON, COLORADO

ATTEST:

DocuSigned by:
Adrienne Stuckey
By: B547C520A615476...

Town Clerk

Signed by:



Signed by:
Carolyn Skowyna
By: A5699G000BFD487...

Mayor

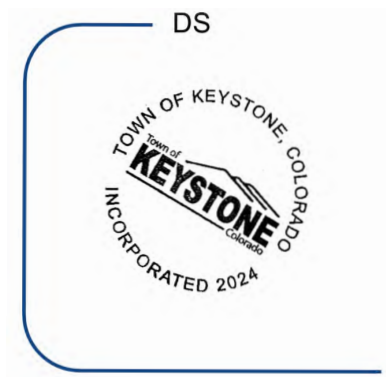
APPROVED AS TO FORM:

Signed by:
Kathryn Winn
By: 45A6566F03A442A...

For Town Attorney's Office

TOWN OF KEYSTONE, COLORADO

ATTEST:



DocuSigned by:
By: Madeline Sielw
04E4BE3E50A1424

Town Clerk

Signed by:
By: Kenneth Riley
496567DD4BC642C...
Mayor

APPROVED AS TO FORM:

Signed by:
By: Jennifer Madsen
A486DDC1ED66B4AD...

For Town Attorney's Office

2025 Dillon Court Fee Calculation**Cost Allocation Based on 2024 Actual Court Dept. Expenditures and 2025 Budget****Fixed Court Costs:**

	Silverthorne Docket #'s		Dillon Docket #'s		Total
2022	61	37%	104	63%	165
2023	94	44%	119	56%	213
2024	155	57%	115	43%	270
Total Docket #s	310	48%	338	52%	648
3-yr average	103	48%	113	52%	216

2025 Budget Fixed Court Costs Allocation

Silverthorne	\$	33,012	48%		
Dillon		35,993	52%	\$ 2,999.45	Per Month Fixed Costs
Total Fixed Costs	\$	69,005			

Per Ticket Cost :

	# of Silverthorne Tickets		# of Dillon Tickets		Total
2022	437	41%	724	59%	1,161
2023	534	38%	498	62%	1,032
2024	516	50%	510	50%	1,026
Total Docket #s	1,487	46%	1,732	54%	3,219
3-yr average	496	46%	577	54%	1,073

2025 Budget Per Ticket Cost Calculation

Staff Budget \$ 102,352

Cost per Ticket \$ 95.39 Based on the 3-year Average of 1073 tickets

Fixed Costs-Annual \$ 35,993

Per Ticket Cost-Estimate \$ 55,071 \$95.39/ticket and 577 tickets/year

Total Estimated annual cost for Dillon: \$ 91,065 *Note: does not include Keystone tickets-volume unknown!*