

**TOWN OF KEYSTONE
Summit County, Colorado**

RESOLUTION 2025-28

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO
APPROVING AN INTERGOVERNMENTAL AGREEMENT REGARDING THE
MOUNTAIN COMMUNITY COALITION FOR PARTICIPATION IN COLORADO
PUBLIC UTILITIES COMMISSION PROCEEDING NO. 25A-0044EG**

WHEREAS, the Town of Keystone (the "Town") is a home rule municipality of the State of Colorado; 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, municipalities and counties are authorized to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each participating entity, including through the sharing of costs or the imposition of taxes, provided such cooperation is approved by each party's legislative body or governing authority; and

WHEREAS, Summit County and the Towns of Blue River, Breckenridge, Dillon, Frisco, Silverthorne, and Keystone (collectively, the "Parties") are impacted by the Mountain Energy Project proposed by Xcel Energy, also known as Public Service Company of Colorado ("PSCo"), currently under review in Colorado Public Utilities Commission Proceeding No. 25A-0044EG (the "Proceeding"); and

WHEREAS, the Town and the other Parties have a shared interest in ensuring the continued delivery of electric and gas service in a reliable, sustainable, and affordable manner; and

WHEREAS, the Parties jointly intervened in the Proceeding to represent their shared interests through a coalition known as the Mountain Community Coalition (the "Coalition"); and

WHEREAS, the Town of Breckenridge has engaged Kaplan Kirsch LLP to serve as legal counsel for the Coalition, and Synapse Energy Economics Inc. as a technical consultant for purposes of the Proceeding; and

WHEREAS, the Parties have prepared an Intergovernmental Agreement to outline the terms of the Coalition's formation, participation in the Proceeding, and allocation of costs associated with such participation; and

WHEREAS, the Town Council of the Town of Keystone finds that entering into the Intergovernmental Agreement is in the best interests of the Town and its residents.

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

Section 1. Town Council approves the Intergovernmental Agreement defining the Coalition's engagement and participation in the Proceeding and the roles of the Parties, 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.

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 July 2025.

Signed by:
By: Kenneth D. Riley
FFCC105F18734F9
Kenneth D. Riley, Mayor

ATTEST:

Approved as to Form:

DocuSigned by:
By: Madeline Siebo
04E4BE3F50A1424
TOWN CLERK

Signed by:
By: Jennifer Madsen
89751994A1B74EC
TOWN ATTORNEY

MOUNTAIN COMMUNITY COALITION
INTERGOVERNMENTAL AGREEMENT

Between

SUMMIT COUNTY, COLORADO, the TOWN OF BRECKENRIDGE, the TOWN OF BLUE
RIVER, the TOWN OF DILLON, the TOWN OF FRISCO, the TOWN OF SILVERTHORNE,
and the TOWN OF KEYSTONE COLORADO

DRAFT 7.1.25

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into this ____ of July, 2025 between SUMMIT COUNTY, COLORADO (the "County"), a body corporate and politic and political subdivision of the State of Colorado (the "State"), and THE TOWNS OF BLUE RIVER, BRECKENRIDGE, DILLON, FRISCO, SILVERTHORNE, and KEYSTONE COLORADO (the "Towns" or individually as a "Town"), home rule or statutory municipalities and political subdivisions of the State. The County and the Towns are referred to collectively herein as "the Parties" or individually as "a Party."

WHEREAS, pursuant to title 29, article 1, part 2, Colorado Revised Statutes, as amended (the "Intergovernmental Relations Statute"), and Article XIV, Section 18 of the State Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility; and

WHEREAS, Xcel Energy, also known as Public Service Company of Colorado ("PSCo"), is the primary provider of electricity and natural gas to the greater Summit County community, including to the residents, businesses, and visitors of all of the Parties; and

WHEREAS, PSCo has commenced a proceeding, case number 25A-0044EG (the "Proceeding"), before the Colorado Public Utility Commission ("Commission") for approval of its Mountain Energy Project ("Project"), which Project is PSCo's plan for energy infrastructure improvements necessary to continue providing electric power, gas, and utility services to the Parties; and

WHEREAS, each Party will be affected by the Project in that each Party has an interest in ensuring that power is delivered to its residents, businesses, and visitors in a sustainable and affordable manner; and

WHEREAS, the Parties interests are thus aligned to the extent that they have agreed to form a coalition for the purposes of intervening in PSCo's Proceeding before the Commission, such intervention to be known as the "Endeavor", which coalition is named the Mountain Community Coalition ("Coalition"); and

WHEREAS, the Town of Breckenridge ("Breckenridge") has engaged legal counsel, Sarah M. Keane and Sarah C. Judkins, of Kaplan Kirsch LLP ("Counsel"), for the purpose of representing the Coalition in the Proceeding; and

WHEREAS, Breckenridge has also engaged a consultant, Synapse Energy Economics Inc. ("Synapse"), for the purpose of providing expert analysis and testimony in the Proceeding; and

WHEREAS, Counsel has filed a Motion to Intervene in the Proceeding ("Motion"), attached hereto as Exhibit A and incorporated herein, which Motion further details the interests of the Parties and sets forth the factual basis for the Coalition's participation in the Proceeding; and

WHEREAS, the Parties desire to set forth the parameters for the Coalition's participation in the Proceeding, including the sharing of costs, all as set forth more fully in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Coalition. The Parties agree that together they constitute the Mountain Community Coalition for the sole purpose of participating in the Proceeding on the bases set forth in Exhibit A.

Section 2. Designation of Main Point of Contact. The Parties agree that the Town of Breckenridge Sustainability Manager, Jessie Burley (“Burley”), will be the main point of contact between the Coalition and Counsel and Synapse. Burley will make best efforts to provide timely and comprehensive information to the designated Coalition representatives in order to enable the Parties to make decisions and provide input as needed to ensure that the Coalition is accurately and capably represented in the Proceeding.

Section 3. Party Responsibilities. The Parties agree that they will cooperate and collaborate regarding the Endeavor. This includes but is not limited to:

- a. Each Party will designate a representative who will respond to requests for input and/or information and is empowered to communicate on behalf of the Party;
- b. Each Party representative will timely respond for such requests for input and/or information;
- c. Each Party will endeavor to have their Party representative attend scheduled Coalition meetings;
- d. Each Party will timely pay their share of the Coalition Expenses, as defined more fully below.
- e. To the extent a Party engages with Counsel or Synapse as part of its participation in the Coalition, such Party agrees to be mindful of additional costs that such engagement may incur. If a Party incurs significant additional costs in addition to the estimates provided below, such Party will be solely responsible for paying those costs.
- f. This Agreement will not prohibit any Party from engaging with the press or otherwise publicly speaking on the Proceeding; provided, however:
 - a. Each Party acknowledges that, unless otherwise decided by the Parties, each Party speaks on its own behalf and not on the behalf of the Coalition;
 - b. Each Party acknowledges that the Endeavor is a legal proceeding and speaking on various matters central to the Proceeding may affect the outcome of the Proceeding and, consequently, the Endeavor.
- g. A Party may engage other outside consultants to assist in its participation in the Coalition; provided, however, that absent an amendment to this IGA, such outside consultants are not empowered to speak or act on behalf of the Coalition.

Section 4. Coalition Expenses. Initial estimates from Counsel and Synapse calculated the cost of the Endeavor to be between \$60,000 and \$120,000 for Counsel’s assistance and approximately \$80,000 for Synapse’s assistance with the Proceeding (“Coalition Expenses”). Counsel’s agreement with Breckenridge is based on an hourly billing structure for attorneys and paralegals. Synapse’s agreement with Breckenridge has a not to exceed amount of \$83,540. The Parties agree to split the Coalition Expenses as set forth in Exhibit B. Breckenridge will invoice each Party at regular intervals. Parties agree to pay such invoices within 60 days of receipt.

Section 5. Coalition Goals. The Parties acknowledge that their interests are currently aligned and are reflected in Exhibit A. Additionally, the Parties agree that the Coalition has the following goals with respect to the Endeavor:

- a. The Coalition seeks to require PSCo to broaden its efforts to reduce user reliance on natural gas and encourage electrification;
- b. The Coalition seeks to reduce the cost of PSCo's planned improvements to the Coalition's citizens and ensure that such costs are equitably allocated;
- c. The Coalition seeks to influence PSCo's LNG siting to reduce the environmental impacts of such infrastructure on the Coalition's citizens and on the ecosystems which form the basis for the Coalition's economy; and
- d. The Coalition seeks to generally represent the interest of the Coalition's citizens in the Proceeding in response to the positions of other parties to the Proceeding and of the Commission.

Section 6. Decision Making. The Parties shall cooperate in good faith when determining positions that the Coalition will advance in the Proceeding and for any other decisions necessary to the success of the Endeavor. In the event there is disagreement amongst the Parties as to a decision necessary for the Coalition to proceed, including decisions regarding additional financial expenditures, a majority vote of all the Parties will determine the final decision. For the avoidance of doubt, each Party will have one vote as it pertains to decision making under this Section.

Section 7. Confidentiality.

a. In compliance with the Commission's rulings on certain requests by PSCo in the Proceeding, Counsel, Synapse, Burley, and one designee of Summit County ("County") have signed highly confidential non-disclosure agreements ("HC NDAs") in order to be able to access certain information designated as "highly confidential" for purposes of the Proceeding. It is critical that the Parties understand and acknowledge that the purpose of the HC NDAs are to enable the Coalition to adequately participate in the Proceeding and not for any other purpose. Sharing information designated as "highly confidential" in the Proceeding by the signors of the HC NDAs with anyone who has not signed an HC NDA is strictly prohibited, even within their own organizations.

b. Counsel, Synapse, and members of the Coalition will also have signed additional non-disclosure agreements ("NDAs") in order to be able to access certain information designated as "confidential" (but not "highly confidential") for purposes of the Proceeding. It is critical that the Parties understand and acknowledge that the purpose of the NDAs are to enable the Coalition to adequately participate in the Proceeding and not for any other purpose. Sharing information designated as "confidential" in the Proceeding by the signors of the NDAs with anyone who has not signed an NDA is strictly prohibited, even within their own organizations.

Section 8. Amendment of Agreement; Additional Parties.

a. Except as otherwise provided in this Section, this Agreement may be modified or amended only by a duly executed written agreement with the express approval of the governing bodies of all Parties.

b. This Agreement may be amended to add one or more additional incorporated Town

Parties upon passage of an ordinance or resolution of the additional Party's governing body approving of this Agreement.

Section 9. Term and Termination of Agreement.

a. Effective Date. The term of this Agreement shall begin when Breckenridge and at least one other Party has executed this Agreement.

b. Termination. The term of this Agreement shall end when Breckenridge and at least one other Party are not willing to remain as Parties to this Agreement.

c. The participation of any Party to this Agreement shall terminate upon the provision by the Town to Breckenridge of a written notice of termination. The termination is effective on the date the notice is actually received by Breckenridge. Any Party terminating under this Section 9(c) will be responsible for paying its share of the Coalition Expenses incurred up until the date of termination.

Section 10. Execution and Performance of Agreement in Accordance with Law. Each Party hereby represents to each other Party that it has adopted and executed this Agreement in accordance with applicable law. Each Party shall perform their respective obligations in accordance with all applicable laws, rules and regulations, including such rules or orders as may be promulgated by the Commission.

Section 11. Responsibility and Indemnification. All actions or omissions by any Party, including their respective representatives, employees, agents, volunteers or officials, shall be the sole responsibility of the respective Party. Accordingly, each Party shall fully indemnify, to the extent permissible under Colorado law, all other Parties for any damages, claims, costs, expenses, cause of action or liability of any manner, including without limit reasonable attorney's fees, arising out of or relating to the acts or omissions of such Party. The Parties understand and agree that liability for claims for injuries to persons or property arising out of the actions or omissions of any Party is controlled and limited by the provisions of the Colorado Governmental Immunity Act ("Immunity Act") title 24, article 10, Colorado Revised Statutes, as now or hereafter amended and that the Parties do not intend to waive by any provision of this Agreement the liability limitations or any other right, immunity or protection afforded by the Immunity Act or as may otherwise be afforded by law. The indemnity obligations of this Section shall survive the termination of this Agreement.

Section 12. Dispute Resolution.

a. The Parties shall attempt to informally resolve all disputes and claims arising from or related to this Agreement, beginning first with discussions among affected Town(s) and County staff, and if not resolved, escalating to discussions between the applicable Town Manager(s) and County Manager, and ultimately to the Town Council(s) and Board of County Commissioners.

b. Any and all disputes and claims arising from or related to this Agreement that are not resolved pursuant to Section (a), above shall thereafter be submitted to mediation. The affected Parties shall share equally the mediator's fees and costs associated with the mediation, and each Party shall pay its own fees, costs, and expenses related to the mediation. If the dispute is not resolved by mediation, any affected Party may commence a Court proceeding, with jurisdiction

and venue residing exclusively in the Summit County District Court. Each Party waives its right to have such dispute decided by jury trial. The prevailing Party(s) shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting or executing upon any judgment, order, or award.

c. In the event that the County or a Town defaults in the performance of any of the duties and responsibilities under this Agreement, the non-defaulting Party shall be limited to the remedies of specific performance and mandamus. Prior to exercising such remedies, the non-defaulting Party shall give written notice to the other party of the nature of the claimed default and declare that such default must be cured within thirty (30) days from the date notice is given.

Section 13. Parties in Interest. Nothing expressed or implied herein is intended or shall be construed to confer upon any person other than the Parties any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the Parties.

Section 14. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of an elected or appointed official, officer, agent, servant or employee of any Party in his or her individual capacity.

Section 15. Notices. Except as otherwise provided in this Agreement, all notices or other communications by any Party shall be in writing, shall be given in a reasonable time and shall be deemed given when actually received. Notice to the Parties shall be given to the address listed on Exhibit A, attached and incorporated herein, and may also be delivered in electronic form by electronic mail to the addresses listed on Exhibit A.

Section 16. Severability. If any clause, provision, subsection, or Section of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the Agreement shall be reformed to the extent necessary to reflect the intent and purpose of the original agreement or the Parties may terminate this Agreement.

Section 17. Interpretation. Because this Agreement is the result of mutual negotiation and drafting, in the event this Agreement is deemed to be ambiguous or vague, the Parties agree that the rule of construction that "ambiguities shall be construed against the drafter" shall not apply. In the event of any conflict between the Act, the Intergovernmental Relations Statute or any other law with respect to the exercise of any such power, the provision that permits the broadest exercise of the power consistent with the limitations set forth in this Agreement shall control. The laws of the State shall govern the construction and enforcement of this Agreement.

Section 18. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement. Electronic or scanned signatures shall be valid and acceptable for all purposes.

Section 19. Annual Appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution and Section 29-1-110, C.R.S., each Party's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations will

be made in the sole discretion of each Party's governing body.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties effective as of the date set forth above.

TOWN OF BRECKENRIDGE

By: _____
Kelly Owens, Mayor

ATTEST:

By: _____
Town Clerk

SUMMIT COUNTY, COLORADO

By: _____
Eric Mamula, Chair

ATTEST:

By: _____
Clerk and Recorder

TOWN OF BLUE RIVER

By: _____
Nick Decicco, Mayor

ATTEST:

By: _____
Town Clerk

TOWN OF DILLON

By: _____
Carolyn Skowyra, Mayor

ATTEST:

By: _____
Town Clerk

ATTEST:

By: _____
Town Clerk

ATTEST:

By: _____
Town Clerk

ATTEST:

By: _____
Town Clerk

TOWN OF FRISCO

By: _____
Rick Ihnken, Mayor

TOWN OF KEYSTONE

By: _____
Kenneth D. Riley, Mayor

TOWN OF SILVERTHORNE

By: _____
Ann-Marie Sandquist, Mayor