

**TOWN OF KEYSTONE
Summit County, Colorado**

RESOLUTION 2024-35

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO
APPROVING AN AMENDMENT TO CONSULTANT AGREEMENT
WITH THE INTERIM TOWN MANAGER**

WHEREAS, the Town of Keystone is a home rule municipality governed by the Keystone Home Rule Charter; and

WHEREAS, Section 7.1 of the Keystone Home Rule Charter provides that Town Council shall hire a Town Manager; and

WHEREAS, on February 9, 2024, Town Council selected and hired a Gary Martinez as the Interim Town Manager and Interim Finance Director and entered into a consultant agreement; and

WHEREAS, amendments are needed to the consultant agreement to extend the term and revise the compensation structure; and

WHEREAS, the Town Council desires to approve the amendments to the consultant agreement with Gary Martinez.

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

Section 1. The Town Council approves the Amendment to Professional Services Agreement Between the Town of Keystone and Gary Martinez attached as Exhibit A. The Town Council authorizes the Mayor to execute the amendment to the consultant agreement with Mr. Martinez.

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 23rd day of April,
2024.

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

ATTEST:

Approved as to Form:

By: Madeleine Sielew
Town Clerk

By: Jennifer Staden
Town Attorney

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE TOWN OF KEYSTONE, AND GARY MARTINEZ**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“Amendment”) is made and entered into this 23rd day of April 2024, by and between the Town of Keystone, a Colorado Municipality), and Gary Martinez (the “Consultant”). The Town of Keystone, and the Consultant may be collectively referred to as the “Parties” and each individually as “Party”.

WHEREAS, the Parties entered into a Professional Services Agreement (“Agreement”) dated February 8, 2024, for interim Town Manager consulting services; and

WHEREAS, Paragraph 17 of the Agreement provides that the Parties may amend the Agreement by execution of a written amendment; and

WHEREAS, the Parties desire to amend the agreement to extend the term of the Agreement and to amend the compensation provided to the Consultant.

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the Parties as follows:

1. Amendment to Paragraph 3 of the Agreement regarding “COMPENSATION FOR SERVICES”: The Parties agree to amend the Agreement to provide as follows related to Compensation for Services:

In consideration for the provision of Services described in Paragraph 2, the Town of Keystone agrees to compensate the Consultant the amount of \$15,000 per month, \$3,462 per week, or \$87 per hour. Consultant agrees the fee is not to exceed \$60,000 for performing as the Town of Keystone Interim Town Manager and consulting with the Town of Keystone Town Council and Town Manager unless the Authorized Representative agrees in writing to an increase.

The Town of Keystone agrees to reimburse the Consultant for reasonable expenses which include:

- Mileage at the IRS rate of 67 cents per mile.
- Other expenses as agreed upon by the Authorized Representative and Town Council.

The Consultant is not entitled to any fees or reimbursements beyond those specified in this contract.

Payment by the Town of Keystone is based on the following:

- The Consultant may submit an invoice to the Town of Keystone on or about May 13, 2024, and at the conclusion of the Services. Consultant agrees that payment for the initial invoice can be deferred until May 31, 2024, and any later invoice will be paid within thirty days.
- The Consultant’s invoices will be in a format acceptable to the Town of Keystone, shall be supported by information in such detail as may be required by Town of Keystone and shall be sufficient to substantiate that the Consultant has performed the Services described in paragraph 2. The Town of Keystone may withhold payment for work, which is not

completed as scheduled, or which is completed unsatisfactorily, until completed satisfactorily and may deny payment for such work upon termination by the Consultant.

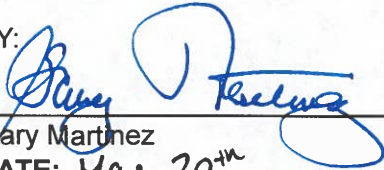
2. **Amendment to Paragraph 4 regarding "TERM":** The Parties agree to amend the Agreement to provide as follows related to the Term of the Agreement:

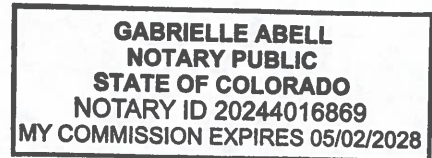
The term of the Agreement is expected to be short-term. It is mutually agreed by the Parties that the term of this Agreement shall commence as of the Effective Date and terminate on the date as designated by the Authorized Representative. However, the Agreement shall not extend beyond June 30, 2024, unless the Authorized Representative agrees in writing to extend the consulting services.

There are no amendments to the remaining paragraphs of the Agreement.

IN WITNESS WHEREOF, the Town of Keystone, and the Consultant have executed this Professional Services Agreement as of the above date.

CONSULTANT: Gary Martinez

BY:  Name:
Gary Martinez
DATE: May 20th, 2024



STATE OF Colorado)
) ss.
COUNTY OF)

Acknowledged before me this 20th day of May, 2024, by Gary Martinez.

Required for all contracts pursuant to C.R.S. § 8-40-202(2)(b)(IV)

Notary

My Commission Expires: 05/02/2028

Town of Keystone

BY: Kenneth D Riley
Kenneth D. Riley, Town Mayor

DATE: April 23, 2024, 2024

ATTEST:

By: Madeline Siew
Town Clerk