

**TOWN OF KEYSTONE  
Summit County, Colorado**

**RESOLUTION 2024-38**

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO  
APPROVING AN APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH  
SUMMIT COUNTY SHERIFF'S OFFICE FOR LAW ENFORCEMENT 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, the Transition IGA included an agreement by Summit County to provide law enforcement services; and

WHEREAS, in anticipation of the May 9, 2024, expiration date, the Town of Keystone ("Keystone" or "Town") and the Summit County Sheriff's Office have negotiated an intergovernmental agreement for the provision of law enforcement services.

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

Section 1. The Town Council approves the Intergovernmental Agreement for This Provision of Law Enforcement Services for Compensation ("Law Enforcement IGA"). The Town Council authorizes the Town Manager to execute the Law Enforcement IGA in substantially the form that is provided in Exhibit A.

Section 2. Pursuant to § 30-15-401(8), C.R.S., the Town hereby consents to the application and enforcement of only the following County ordinances and regulations within Town boundaries for the law enforcement services:

- "Regulation of Traffic Code & Vehicles" Ordinance
- "Abandon Vehicles" Ordinance
- "False Alarm Code" Ordinance
- "Smoking Prohibition" Ordinance
- "Fire and Fireworks Ban" Ordinance
- "Noise" Ordinance

- o "Animal Control" Resolution

Section 3. 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.

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

ATTEST:

Approved as to Form:

By: Madeline Diel  
Town Clerk

By: Joseph Maden  
Town Attorney

**INTERGOVERNMENTAL AGREEMENT  
FOR THIS PROVISION OF LAW ENFORCEMENT SERVICES FOR COMPENSATION**

THIS INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF LAW ENFORCEMENT SERVICES (“IGA”) entered into this 8th day of May, 2024 by and between the Town of Keystone, a Colorado Municipal Corporation (the “Town”), the Board of County Commissioners of Summit County, Colorado, a political subdivision of the State of Colorado, (the “BOCC”), and the Sheriff of Summit County, Colorado, (the “Sheriff”) (collectively referred to as the “Parties”).

**RECITALS AND REPRESENTATIONS**

WHEREAS, the Constitution and Statutes of the State of Colorado, including but not limited to C.R.S. § 29-1-201 et seq. authorizes political subdivisions to enter a contract which may be of mutual benefit to both parties, including, without limitation, a contract for the provision of law enforcement services; and

WHEREAS, the Sheriff is authorized to perform such duties in accordance with C.R.S § 30-10-501 et seq. and such other authority provided by law; and the Town is authorized to perform such duties in accordance with C.R.S. § 31-15-401 et seq, and such other authority provided by law, and,

WHEREAS, the Town desires to enter into an agreement, for the benefit of the residents and visitors of the Town, under which law enforcement services will be furnished to the Town by and through the Summit County Sheriff's Office (“SO”); and

WHEREAS, the Sheriff is willing and able to furnish certain law enforcement services on the Town's behalf as an independent service provider in accordance with the terms and conditions described herein below.

NOW, THEREFORE, in contemplation of the foregoing premises and the mutual covenants herein contained, for good and valuable consideration between the parties the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

Section 1.      **TERM AND TERMINATION:** The term of this agreement shall be one year, commencing at 12:01 a.m. on May 9, 2024. At any time during the term of this agreement either party may give thirty (30) days’ notice of termination to the other without cause. All Parties would then be released of any further obligations hereunder, excepting the obligations for compensation for services and indemnification under, respectively, Sections 6 and 13.

Section 2.      **SCOPE OF SERVICES:** The SO agrees to provide the following law enforcement services to the Town 24 hours a day and 7 days a week:

- a. Conduct patrol activities, law enforcement, and public safety services, in same manner that it provides those services to the unincorporated areas of Summit County

- i. The SO will not provide dedicated patrol services or assign dedicated personnel to the Town.
- b. Respond to all criminal calls or suspected criminal calls, or any call that may warrant a response within the Town boundaries.
- c. Respond to all accidents occurring on private and public property anywhere in the Town boundaries with the exception of US Highway 6.
- d. The SO will provide Animal Control services which includes:
  - i. Respond to Animal control calls- all domestic animals, including livestock.
    - a. Call type examples- barking, defecation, cruelty/neglect, at large, bites, and welfare checks.
  - ii. Regular proactive patrols by animal control officers.
  - iii. AC Emergency On call services.
  - iv. Place to house and care for domestic animals and receive owner relinquishments.
  - v. Rabies control and pet licensing.
  - vi. Pet lost/found services.
  - vii. Cremation services.
  - viii. Free pet food donations and supplies.
  - ix. Animals available for adoption.
- e. Enforce state criminal laws and Summit County laws, rules, ordinances, and regulations in the Town boundaries.
- f. Issue summonses and appear in County or District Court as necessary. Sheriff's Deputies will write and issue all citations and summonses for returns to Summit County Combined Courts.
- g. Document all SO activities within the Town via the SO's records management system.
  - i. All records relating to criminal complaints and arrests, including the storage of evidence and any other records necessary to conduct law enforcement activities shall be stored maintained by the SO and shall be available to Town Council for disposition of the same and evaluation of the Sheriff's performance.
  - ii. Upon reasonable request by Town Council, the Sheriff shall provide information related to the delivery of services contemplated in this agreement.

Section 3. SPECIALIZED INVESTIGATION SERVICES. The scope of services and the compensations stated in Section 4 below does not include services of SO staff with specialized investigative and/or crime scene expertise beyond the capability or qualifications of Patrol Deputies. The SO will, however, commit available resources and expertise when needed in response to an incident requiring special investigative skills beyond a standard patrol response for additional compensation. If Detectives and/or Evidence Technicians are required to respond to an incident, the Town will be charged the responding personnel's hourly rate of total compensation (wages and cost of benefits) for the time spent investigating the incident. This time will include the time spent on the scene, as well as time spent in the office or other locations investigating or processing evidence. The hourly rates for the Specialized Investigation Services are identified in Exhibit A.

Section 4. TOWN OBLIGATIONS: The Town agrees to:

- a. Enter into an arrangement with the Colorado State Patrol to respond to and investigate all accidents occurring on US Highway 6 through the Town.
- b. Evaluate the viability of developing the Town's own law enforcement agency as the Town matures.

Section 5. COMPENSATION: In consideration of the Sheriff's provision of law enforcement services for the Town as provided hereunder, the Town shall pay to the Sheriff \$186,967.57 for the contract term. This fee will be billed monthly for the deputy/vehicle cost for each month as identified in column P of Exhibit A. For example, for the month of June, the Town will pay to the Sheriff \$11,118.87. For the month of May 2024, the cost will be prorated to account for the May 9, 2024, commencement of services under this IGA. The Parties agree that the compensation for the month of May 2024 is \$5,506.65 (which is equal to  $\$7,422.39 * 23/31$  (that represents the 23 days of service in the 31 day month)), and the compensation for May 2025 is \$1,915.74 (which is the prorated portion for the remainder of the contract term). In addition to the monthly deputy vehicle cost, the Town agrees to pay to the Sheriff each month \$3,291.69 which amount represents the monthly cost for records, evidence, and animal control and shelter as listed on Exhibit A. Payment will be due within twenty-five (25) days of the Town's receipt of an invoice for the Sheriff's provision of services hereunder.

Section 6. COSTS:

- a. The following costs of providing the above services shall be borne by the Sheriff: wages/salaries, overtime, employee benefits/insurance, social security, health and life insurance, workmen's compensation, unemployment insurance, uniforms, schools and training, insurance bonds, weapons, and ammunition equipment.
- b. The costs of providing such support services as are necessary to ensure the effective provision of law enforcement services, (not including emergency 911 dispatch) general liability insurance and legal defense costs for law enforcement activities by the SO in the Town. Hazardous material release response assistance, and any other such support, shall remain the responsibility of the Town for the duration of this agreement.

Section 7. TOWN POLICY: All questions or concerns by the Town Board and/or Town employees in regard to law enforcement services shall be made to the Sheriff or his designee and not to any deputy of the Sheriff. This does not exclude a Town official or employee from alerting a deputy of circumstances that exist or incidents that are occurring which would be of a nature deemed unreasonable to wait until the Sheriff or his designee are available.

Section 8. SHERIFF AUTHORITY: During the term of this IGA, the Town shall delegate to the Sheriff as an independent contractor, the necessary rights, authorities and powers regarding law enforcement within the Town as inure to the Town as a matter of law, including without limitation the Town Charter, all applicable Town ordinances and the statutory grant of authority provided by C.R.S. § 31-15-401et seq. The Sheriff shall at no time be deemed an employee or official of the Town. Moreover, the Sheriff and such deputy sheriffs as are assigned to provide police services in the Town, and any other personnel employed by the Sheriff for the performance or provision of services under the terms of this IGA shall at all times be considered County Sheriff employees and not employees of the Town, and they shall not be entitled to any Town employment benefit, pension, civil services, unemployment compensation or other status or right relating to Town employees.

Section 9. MEETING: The Town and Sheriff shall meet at the end of the initial ninety-day term, and after each successive thirty-day term to reevaluate the terms and necessity of this IGA.

Section 10. ENTIRE AGREEMENT: This IGA contains the entire agreement between the parties regarding the subject matter hereof and supersedes all other contracts between the parties related to the specific services addressed herein.

Section 11. GOVERNMENTAL IMMUNITY: The parties expressly rely upon and do not waive the protections and limitations of the Colorado Governmental immunity Act, C.R.S. § 24-10-101, et seq., as presently stated and as it may be amended from time to time, or any other provision of law.

Section 12. INSURANCE:

- a. Sheriff: The Sheriff shall procure and maintain for the term of this IGA comprehensive general liability insurance with minimum limits of liability at least equal to the limits of the Governmental Immunity Act, and at no time to be less than the liability limits of the Governmental Immunity Act. Such insurance shall include coverage for bodily injury, personal injury, and contractual liability, shall be applicable to all premises and operations, and the Town shall be named as an additional insured on such policy. Sheriff shall also carry Workers' Compensation insurance for its employees as required by law.
- b. Town: The Town shall procure and maintain for the term of this IGA comprehensive general liability insurance with minimum limits of liability at least equal to the limits of the Governmental Immunity Act, and at no time to be less than the liability limits of the Governmental Immunity Act. Such insurance shall include coverage for bodily injury, personal injury, and contractual liability, shall be applicable to all premises and operation, and the Sheriff shall be named as an additional insured on such policy.
- c. All police equipment used within the Town pursuant to the terms hereof shall be insured by the owning party.

Section 13. INDEMNIFICATION:

- a. By Sheriff and BOCC: To the extent authorized by law, the Sheriff and BOCC shall indemnify, defend and hold harmless the Town, its officers, employees and agents, from and against any and all claims, demands, actions, or liability of any kind arising directly or indirectly out of the performance of duties for the Town under this IGA, if the claim, demand, action or liability is caused in whole or in part by the willful and wanton or intentional misconduct, or caused by the negligence of the Sheriff or its employees or arises out of any worker's compensation claim of any employee of the Sheriff, except to the extent such claim, demand, action or liability arises from the willful and wanton or intentional misconduct, or negligence of, the Town or its employees.
- b. By Town: To the extent authorized by law the Town shall indemnify, defend and hold harmless the Sheriff and BOCC, their officers, employees and agents, from and against any and all claims, demands, actions or liability of any kind arising directly or indirectly out of the performance of duties of the Town or its employees under this IGA, except to the extent such claim, demand, action, or liability arises from the willful and wanton or intentional misconduct, or negligence of, the Sheriff or its employees.

Section 14. LIMITATION OF LIABILITY: Excepting such specific obligations as related to indemnification defined in Section 13 and insurance defined in Section 12, each party hereto agrees to limit the scope of its liability as to each other party hereto under the terms and conditions of this agreement under all circumstances to the sum total of available insurance coverage. No special, incidental, consequential, or indirect damages, exemplary, or punitive damages or loss of any type or manner shall be allowed.

Section 15. THIRD PARTIES: This IGA does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceedings against either party because of any breach hereof; or because of any terms, covenants, agreements or conditions contained herein.

Section 16. ASSIGNMENT: This IGA is deemed to be personal in nature, and neither party may assign, delegate, sublease, pledge, or otherwise transfer any rights, benefits or obligations under this IGA to any party without the prior written consent of the non-assigning party. This IGA shall be binding upon the respective parties hereto, and shall remain binding upon all successors or assigns of said parties.

Section 17. SEVERABILITY: All agreements and covenants contained herein are severable, and in the event that any such agreement or covenant is held invalid by a court of competent jurisdiction this IGA shall be interpreted as if such invalid agreement or covenant were not contained herein.

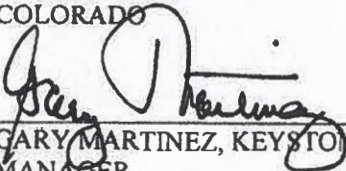
Section 18. APPROPRIATION: Notwithstanding anything to the contrary contained herein, the payment of all direct and indirect obligations hereunder, by either party, in fiscal years subsequent to the current year, are contingent upon funds for this IGA being duly appropriated and budgeted by such party. If funds for this IGA are not so appropriated and budgeted in any year subsequent to the fiscal year of execution of this IGA, such non-appropriating party may terminate this IGA upon written notice to the other party. Each Party's fiscal year is currently the calendar year. This IGA is intended to be in compliance with the provisions of Article 25 of Title 30 of the Colorado Revised Statutes, and with the Local Government Budget Law (C.R.S. 29-1-101 et. seq.).

Section 19. APPLICABLE LAW: At all times during the performance of this IGA, the parties herein shall strictly adhere to all applicable federal, state, and local laws, rules, and regulations that have been or may hereafter be established. All work and services 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.

Section 20. AUTHORIZED SIGNATURES: The parties hereto have executed this IGA and intend it to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

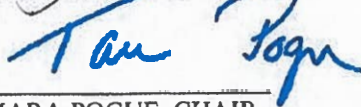
IN WITNESS WHEREOF, the parties hereto have executed this IGA the day and year first above written.

TOWN OF KEYSTONE,  
COLORADO

  
GARY MARTINEZ, KEYSTONE TOWN  
MANAGER


SUMMIT COUNTY, COLORADO

  
JAIME FITZSIMONS, SHERIFF

  
TAMARA POGUE, CHAIR  
BOARD OF COUNTY COMMISSIONERS  
OFFICE OF THE SUMMIT COUNTY,

ATTEST:

  
MADELEINE SIELU, KEYSTONE TOWN  
CLERK

  
TARYN POWER, SUMMIT COUNTY  
CLERK AND RECORDER



**EXHIBIT A**

2022	No. of Deputies	Total Hours
January	258	149.6
February	239	158.9
March	235	151.8
April	129	141.4
May	98	49.4
June	202	124.4
July	212	108.4
August	227	133.8
September	125	73.9
October	147	97.6
November	219	139.7
December	331	180.9

2023	No. of Deputies	Total Hours
January	306	169.8
February	231	117.3
March	207	108.9
April	133	71.3
May	127	102
June	144	102.4
July	258	183.3
August	177	129.4
September	142	94.2
October	144	102.4
November	194	139.3
December	286	177.9

Averages	Total Hours
January	159.7
February	138.1
March	130.35
April	106.35
May	75.7
June	113.4
July	145.85
August	131.6
September	84.05
October	100
November	139.5
December	179.4

\*Monthly Deputy cost is an Average of Dep/Sgt rates, \$54.82 + 37.092% Benefits/Burden (\$20.32) = \$75.14

\*\*Two year average of Keystone calls for service is 5.5% of total calls for SCSO

**Detective Hourly Rates**

Det/Sgt Gafari – 69.24

Det Piper – 58.73

Det Vail – 62.31

Det Sanders – 62.31

**Evidence Tech Hourly Rates**

Supervisor Ceccon – 42.52

Tech Hartsaw – 33.12

Tech Forcey – 31.61

Hourly rate plus 37.092% for benefits

**EXHIBIT A**

<b>*Monthly Dep Cost</b>		<b>Monthly Veh Cost</b>		<b>Deputy/Vehicle Total</b>
\$11,999.86		\$3,658.73		<b>\$15,658.59</b>
\$10,376.83		\$3,163.87		<b>\$13,540.71</b>
\$9,794.50		\$2,986.32		<b>\$12,780.82</b>
\$7,991.14		\$2,436.48		<b>\$10,427.62</b>
\$5,688.10		\$1,734.29		<b>\$7,422.39</b>
\$8,520.88		\$2,597.99		<b>\$11,118.87</b>
\$10,959.17		\$3,341.42		<b>\$14,300.59</b>
\$9,888.42		\$3,014.96		<b>\$12,903.38</b>
\$6,315.52		\$1,925.59		<b>\$8,241.10</b>
\$7,514.00		\$2,291.00		<b>\$9,805.00</b>
\$10,482.03		\$3,195.95		<b>\$13,677.98</b>
\$13,480.12		\$4,110.05		<b>\$17,590.17</b>

**Yearly Deputy & Vehicle Cost** **\$147,467.20**

**\*\*Records Section - Three technician salaries (Inc Ben/Bur) X 5.5% =** **\$16,396.01**

**\*\*Evidence Section - Three technician salaries (Inc Ben/Bur) X 5.5% =** **\$16,820.36**

**Animal Control & Shelter IGA** **\$6,284.00**

**TOTAL** **\$186,967.57**