

**TOWN OF KEYSTONE
Summit County, Colorado**

RESOLUTION 2025-06

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO
APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF
DILLON FOR A COMBINED POLICE DEPARTMENT**

WHEREAS, Town of Keystone Charter section 7.5 contemplates the formation of a Town police department; 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, the Town of Dillon has an established police department; and

WHEREAS, the Town of Keystone and the Town of Dillon are desirous of establishing a joint police department 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. The Intergovernmental Agreement with the Town of Dillon for a Single Law Enforcement Agency attached hereunder as Exhibit A shall be adopted and the Mayor shall be instructed to sign said agreement.

Section 2. By approving this Resolution, pursuant to section 7.5 of the Town of Keystone Charter, Town Council ratifies the appointment of Cale Osborn as the Police Chief with an effective date of February 1, 2025.

Section 3. Effective Date. This Resolution shall take effect upon its approval by the Town Council.

Town of Keystone
Resolution No. 2025-06
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ADOPTED by a vote of 6 in favor and 0 against, this 28th day of January, 2025.

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

ATTEST:

Approved as to Form:

DocuSigned by:
By: Madeline Sielo
Town Clerk

Signed by:
By: Jennifer Madsen
Town Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF DILLON AND THE TOWN OF KEYSTONE FOR A SINGLE LAW ENFORCEMENT AGENCY

THIS AGREEMENT made and entered into by and between the TOWN OF KEYSTONE (hereinafter referred to as "Keystone") and the TOWN OF DILLON (hereinafter referred to as "Dillon") (each a "Party" and collectively the "Municipalities" or "Parties").

WHEREAS, the Town of Dillon operates an effective police department; and

WHEREAS, in February 2024, the Town of Keystone was incorporated; and

WHEREAS, the Municipalities have determined that an agreement allowing for the creation of a joint Dillon & Keystone Police Department, consisting of personnel employed by, and organized as a department within, the Town of Dillon organization, is in the best interests of both Municipalities; and

WHEREAS, cooperation among adjoining and adjacent municipalities is a proper exercise of municipal governmental powers and duties under and pursuant to C.R.S. § 29-1-203 and delivers essential services to the public in the most cost-effective manner possible.

NOW, THEREFORE, in consideration of their mutual rights and obligations as set forth below, Keystone and Dillon agree as follows:

1) AUTHORITY FOR AGREEMENT. This Intergovernmental Agreement ("Agreement") is being entered into by the Municipalities pursuant to the authority granted to municipalities in C.R.S. § 29-1-203, which allows governments to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units.

2) TERM OF AGREEMENT, WITHDRAWAL OR DISSOLUTION.

a) This Agreement shall be effective for a term commencing on February 1, 2025, at 12:00 A.M., until December 31, 2027 at 11:59 P.M., and, subject to the provisions of this Agreement, and shall automatically renew for one (1) additional three-year term beginning January 1, 2028, at 12:00 A.M., unless: (1) either Party notifies the other, in writing, on or before July 1, 2027 of its decision not to renew the Agreement for the additional three-year term; or (2) this Agreement is terminated by either Party as permitted herein; or (3) either Party fails to appropriate funds for its share of expenses as provided below.

2.2 Termination. This Agreement may be terminated by any Party for any reason as provided in this paragraph. Such termination shall be effective after the terminating Party provides six (6) months written notice of termination (the "Notice Period") to the other Party. If the Agreement is terminated for any reason during a fiscal year, the Town of Keystone shall only be responsible for the payment of the prorated six (6) months of costs based on the annualized budget amounts for the Notice Period. All terms, rights, and obligations of all Parties under this Agreement shall remain in effect during the Notice Period.

2.3 The Municipalities acknowledge that their obligations under this Agreement are subject to annual appropriation by the governing body of each 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 nor a mandatory charge or requirement against either Party in any ensuing fiscal year beyond the fiscal year in which this Agreement has been executed. If the governing body of either Party fails to budget and appropriate funds for its share of expenses, in accordance with Section 3 herein, then this Agreement shall terminate as of the end of the fiscal year for which such funds were last budgeted and appropriated.

3) SINGLE LAW ENFORCEMENT AGENCY; OPERATIONS; BUDGET.

a) By this Agreement, the Municipalities establish a joint law enforcement agency to provide law enforcement services to each of the Municipalities. The agency herein created shall be known as the Dillon Keystone Police Department (the “**Police Department**”). The Parties acknowledge that an initial ramp-up period will be necessary to ensure operational readiness, with the plan of providing full law enforcement services to the Town of Keystone by June 1, 2025.

b) All mutual municipal boundaries of the Municipalities shall be considered as non-existent for the purposes of law enforcement services. The single service area of Dillon and Keystone, which is the boundaries and total geographic area of Keystone and the boundaries and total geographic area of Dillon, is established. Notwithstanding the foregoing, each Party shall be responsible for the adoption of its own Town ordinances and regulations which establish the local laws that are applicable and enforced within each of the Towns' municipal boundaries.

3.3 Dillon shall serve as the managing agency for the Police Department and the employer for the Police Department except as set forth in paragraph 3.4 related to the Chief of Police of the Police Department. Dillon shall be responsible for paying all Police Department bills and shall provide Keystone with yearly accountings. Furthermore, Dillon shall be responsible for managing all employment matters, including payroll and employee benefits, and other related matters. The personnel employed under the terms of this Agreement shall always be considered Dillon employees and not employees of, or under the direction of Keystone, and they shall not be entitled to employment benefits, pension, civil service, unemployment compensation, workers' compensation, or other status or right relating to Keystone employees, except that, Keystone, with the approval of its Town Council, may offer additional employment benefits, not limited to housing, recreation, and any other future opportunities, to Police Department staff. Dillon shall provide for all comprehensive law enforcement services.

3.4 The Police Chief shall report directly to the Dillon Town Manager and shall be responsive to the input of the Keystone Town Manager for matters directly related to the Town of Keystone and the Police Department. The Dillon Town Council retains the authority set forth in Section 7.5 of the Dillon Town Charter.

3.4.1 Keystone Town Manager shall have a role in the retention, removal, selection, and appointment of the Police Chief. The Keystone Town Manager shall fully participate in the hiring process for a Police Chief and the selection of a new Police Chief shall require the Keystone Town Manager's consent of the candidate. Decisions to appoint and to remove the Police Chief must be ratified by resolution of the Keystone Town Council in accordance with Section 7.5 of the Town of Keystone Home Rule Charter. The Keystone Town Manager may request the termination of the Police Chief. The Dillon Town Manager will review the request and the Managers will engage in good faith discussion related to the termination. The termination of the Police Chief shall require a mutual agreement between the Parties. If mutual agreement cannot be reached within five (5) business days, either party may escalate the matter to a third-party mediator.

3.4.2 The Police Chief shall consider information and input from the Dillon and Keystone Town Managers related to complaints that are determined to be “sustained complaints” pursuant to established Police Department policies and procedures. The Chief will follow the established Police Department policies and procedures, investigate each complaint per such policies and procedures and review sustained complaints with Managers as appropriate.

3.4.3 The Police Chief, or the Police Chief's designee, will provide reports to Keystone of law enforcement activities in Keystone monthly or within a reasonable period as requested by the Keystone Town Manager. These reports may include written and/or oral reports to the Keystone Town Council at its work sessions or regular meetings, or upon request.

3.5 All Police Officers shall be sworn to serve and protect both Municipalities.

3.6 Any complaints of violation of law or policy by the Police Department related to services provided in Keystone will be made in writing to the Dillon Town Manager, or Chief, by Keystone or other complaining person. The Police Department will acknowledge any complaint and follow established Police Department policy to process complaints. Any sustained complaints will be presented to the Managers. The Parties will share in the cost of any personnel-related investigations completed by a third party.

3.7 All non-sworn Police Employees shall provide administrative law enforcement services to both Municipalities, including, but not limited to code enforcement and the processing and maintenance of law enforcement records in accordance with the Colorado Criminal Justice Records Act.

3.8 All sworn officers, including the Chief, shall be commissioned police officers of each Party, with all powers and authority granted by law and by the ordinances of each Party to the Chief of Police and police officers thereof. The Police Chief and the police officers providing law enforcement services in the Municipalities shall enforce the municipal ordinances of the municipality in which the services are provided, as well as applicable state statutes. The Police Department shall provide law enforcement services in conformity with federal, state, local law, and the established Police Department policies. The Police Department shall provide law enforcement services 24 hours a day, 7 days a week.

3.9 The law enforcement services performed, and the expenses incurred under this Agreement shall be deemed for public and governmental purposes, with any immunities thereunto appertaining.

3.10 The police headquarters for the Police Department shall be located at 275 Lake Dillon Drive, Dillon, Colorado. It is acknowledged that the Police Department may be required to move to a new location. Capital costs to acquire a site and construct or lease a new facility will be apportioned between Keystone and Dillon in accordance with a separately negotiated IGA.

3.11 All personnel files and financial records relating to the operation of the Police Department shall be maintained in a secure manner, or digitally secured, with authorized access.

3.12 All police records shall be maintained in a secure manner at the Dillon Town Hall, Summit County Communications Center, or digitally secured. Keystone shall have access to all police records for law enforcement activities performed in Keystone, upon request of the Keystone Town Manager. The Parties agree to follow the established Police Department policy and Colorado law when responding to criminal justice records requests. The records custodian for the Department is the "keeper" of all criminal justice records. Any criminal justice records requests received by the Town of Keystone shall be forwarded as soon as practicable to the Police Department to respond accordingly. Upon termination of this Agreement, the records may be delivered in legal form to Keystone, upon request.

3.13 Dillon shall prepare an annual proposed Police Department budget for consideration and approval by each Municipality's governing bodies not later than September 1 of the year prior to the year for which the budget is prepared and submitted. The Department budget shall include all anticipated costs and expenses of the Police Department, and associated expenses.

3.14 Responsibility to pay for the Police Department budget shall be apportioned between the Municipalities as follows:

In fiscal year 2025, the Town of Keystone shall be responsible for one million sixteen thousand four hundred fourteen dollars and no cents (\$1,016,414.00) to be paid to the Town of Dillon in equal monthly installments. The Town of Dillon shall be responsible for the remainder of the Police department budget.

On or before August 1, 2025, and each August 1 thereafter, a Police Department budget and annual percentage apportionment shall be communicated to the Municipalities in writing by the Department which will continue to be paid in monthly installments. The Parties agree that Keystone's percentage apportionment of the operational and capital law enforcement budgets shall not exceed 33%, unless both Parties agree to a higher apportionment for the 2026 and 2027 budget years. The Parties further agree to convene no later than July 1, 2027, to review and address the apportionment percentage for the contract renewal.

3.15 The costs of capital equipment, including without limitation, police vehicles acquired while this Agreement is in effect, as further described below, shall be shared in accordance with the annual apportionment. Upon any termination or expiration of this Agreement, assets purchased pursuant to this Agreement shall be divided between the Parties in accordance with the same annual apportionments unless otherwise agreed. Police vehicles shall be purchased and titled as provided below.

3.16 Police vehicles. Dillon shall purchase, own, and register all police vehicles. The Police Department shall decide on a schedule for replacing vehicles during the annual budget process. It is anticipated that a fleet of vehicles will be needed and that each vehicle may need to be replaced after reaching the end of its useful life. Vehicles being rotated out of the Department will be disposed of in a manner to maximize the value of the vehicle as determined by the Department. Decommissioned vehicles may be sold at auction or used as a "trade-in" toward the purchase of the new vehicle. Each replacement vehicle shall be titled to the Town of Dillon. Keystone shall reimburse Dillon for approved purchases of vehicles, through yearly budgets and this Agreement. The Police Department shall retain records concerning the fleet replacement schedules.

3.17 Reconciliation. Each year, no later than April 30th, Dillon shall prepare an accounting of the total Police Department expenditures for the previous year and shall reimburse Keystone for any overpayment in the previous year's payment. The overpayment is calculated by the Police Department expenditures and is reconciled against Keystone's percentage apportionment. For example, by April 30, 2026, Dillon shall prepare an accounting of the total Police Department expenditures for 2025. The total expenditures shall be multiplied by Keystone's percentage apportionment to determine overpayment. Alternatively, Keystone may elect to apply any overpayment towards the current year's budget payments. Should expenditures for the previous year exceed the original budgeted amounts, the cost exceeding the budget will be apportioned to Dillon and Keystone in accordance with the annual apportionment of the Police Department budget then in effect.

3.18 Any expenditures beyond the total approved in the annual Police Department budget shall be required to be approved by the Managers (and, if necessary, governing bodies) of each Party or such expenditures shall not be authorized, and apportionment of such expenses shall not apply. However, either Party may unilaterally make a Police Department expenditure if reimbursement from the other Party is not expected and identified in apportioned funds.

4. MUNICIPAL COURT.

4.1 The Municipalities will each participate in a combined municipal court. The Parties agree to develop an intergovernmental agreement for the operation of the combined municipal court.

4.2. Municipal Offenses: Officers of the Police Department shall write citations and summonses for violations of the Keystone Town Code, including its model traffic code, on forms provided by the Police Department for this purpose. Such forms will refer to the designated Municipal Court, and the court address and appearance time shall reflect the fact that the offenses will be heard at the designated Municipal Court.

5. INSURANCE, LIABILITY, INDEMNIFICATION.

5.1 The Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, provides protection to the Municipalities, the Police Department, the identified Municipal Court, and the officials, agents, employees, and attorneys of the same.

5.2 Each of Dillon and Keystone shall procure and maintain the following insurance coverage at their own expense. Dillon and Keystone agree that their respective participation in a public entity self-insurance pool providing coverages of the types and with minimum limits listed below, shall satisfy this requirement.

- 5.2.1. Commercial General Liability insurance with minimum combined single limit of \$10,000,000 (ten million dollars) each claim/occurrence and \$10,000,000 (ten million dollars) aggregate, covering the operations by or on behalf of the Party against claims for bodily injury, including death, personal injury, and property damage liability. The policy shall include products and completed operations liability, and blanket contractual liability. Dillon's policies shall include law enforcement liability coverage.
- 5.2.2. Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$1,500,000 (one million five hundred thousand dollars) each claim/occurrence for vehicles owned by each respective Party. Dillon shall insure vehicles owned by Dillon, to include auto liability and auto physical damage insurance for Police Department vehicles; Keystone shall insure vehicles owned by Keystone.
- 5.2.3. Public Officials' Liability insurance to cover claims arising out of the discharge of public duties with minimum limits of \$2,000,000 per claim/occurrence and aggregate.
- 5.2.4. Dillon shall make provisions for workers' compensation insurance, social security employment insurance and unemployment compensation for its employees performing services under this Agreement as required by any law of the State of Colorado or the federal government and shall upon written request exhibit evidence of the same to Keystone. Each of Dillon and Keystone is responsible for the required and necessary workers' compensation coverage on their respective employees.

5.3 Claims Made Policies. Dillon's and Keystone's required coverages for Commercial General Liability, Commercial Automobile Liability or Public Officials' Liability Insurance are provided on a "Claims Made" policy, and each Party shall maintain "tail" (extended reporting period) coverage for such coverages for a two-year period following the termination or expiration of this Agreement, subject to availability under the terms and conditions of existing policies. All "Claims Made" policies shall include a retroactive date of February 1, 2025, or earlier as each Party in its discretion shall determine with respect to its coverages, subject to availability under and terms and conditions of existing policies.

5.4. Additional Insureds. All policies referenced in this Section shall be primary insurance with respect to the actions of the insured Party. Each Party is solely responsible for any deductible losses under its own policy(ies) required of or carried by it. Except for Workers' Compensation, each Party's policies shall include the other Party as an additional insured for damage or injury arising out of the premises or operations of the Party that is the named insured under the Policy. The named insured's policy shall provide primary insurance for the additionally insured Party to the extent and in the manner provided in the applicable policy.

5.5. Certificates. Each Party shall provide the other with Certificates of Insurance for the coverages required under this Section prior to the beginning of the term of this Agreement, and with notice of any cancellation or expiration of a required coverage at least thirty (30) days prior to any such cancellation or expiration of coverage.

5.6. Dillon Indemnity. To the extent authorized by law and without waiving the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S. ("**CGIA**"), Dillon shall defend, indemnify and save harmless Keystone, its officers, employees and agents from any and all costs, including, but not limited to, attorneys fees, investigation fees or other costs of defense, claims, judgments, or awards of damages, whether in settlement of any claim or by order of any court, alleged to be or resulting from the acts

or omissions of Dillon, its officers, employees, or agents associated with this Agreement, including but not limited to claims arising from or in any way related to the provision of Services hereunder (to include without limitation claims under the Americans with Disabilities Act), regardless of the standard of negligence or conduct alleged to have occurred, claims for failure to train, discipline or supervise or for ratification of the same or for improper hiring or retention or otherwise related to employment matters, contract matters, or arising in connection with this Agreement, including but not limited to the provision of Services hereunder.

5.6.1. Except as provided in Section 5.7, whenever any third party (a) files a written notice of claim against Dillon or Keystone (as required under C.R.S. §24-10-109, and as may be amended from time to time) for damages related to the services provided under this Agreement, (b) serves Dillon or Keystone with a summons and complaint related to the services provided under this Agreement, or (c) otherwise makes any claim for damages against the Dillon or Keystone related to the services provided under this Agreement (such claim, notice of claim or service of a complaint shall be referred to jointly in this paragraph as a "**Claim**"), such Claim shall be received by and acted upon by Dillon's risk management and Legal Department. Dillon shall remain responsible for receiving and acting upon such claims even though it may assert a protection under the CGIA or other law. Keystone shall promptly forward all such Claims it may receive to the Dillon Attorney.

5.6.2. Except as provided in Section 5.7, in the event that Keystone, its employees, or elected officials are named in any claim, Dillon shall be the responsible party for defense or indemnification under this Agreement.

5.7. Keystone Indemnity. To the extent authorized by law, and without waiving the provisions of the CGIA, Keystone shall defend, indemnify and save harmless Dillon, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, alleged to be or resulting from the acts or omissions of Keystone, its officers, employees or agents (other than Dillon employees including the Police Chief) associated with this Agreement. Any such claims by third parties based on the acts or omissions of Keystone, its officers, employees, or agents (other than Dillon employees including the Police Chief) shall be received and acted upon by Keystone management. Dillon shall promptly forward all such claims it may receive to the Keystone Attorney.

5.7.1. In executing this Agreement, Dillon does not assume liability or responsibility for or in any way release Keystone from any liability or responsibility which arises in whole or in part from the existence or effect of Keystone ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Keystone ordinance, policy, rule or regulation is at issue, Keystone shall defend the same at its sole expense and, if judgment is entered or damages are awarded against Keystone, Dillon, or both, Keystone shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

5.8. The Dillon Attorney shall be primarily responsible for providing legal services and day-to-day legal support to the Police Department. In addition, Dillon shall advise on all Dillon ordinances, regulations, and policies. The Keystone Attorney shall be available to the Police Department to advise on Keystone ordinances, regulations, and policies. Additionally, the Keystone Attorney is available to provide advice related to enforcement actions, such as liquor and tobacco actions, in Keystone.

6. GENERAL PROVISIONS.

6.1 Amendments. This Agreement may be amended, modified, or changed in whole or in part only by a written agreement duly authorized and executed by both Municipalities in the same manner as this Agreement.

6.2 Entire agreement. This Agreement constitutes the entire Agreement and understanding between the Municipalities on the subjects contained herein, replacing all prior agreements on these subjects.

6.3 Confidential information. Subject to applicable law, each Party agrees to receive and hold any confidential information pertaining performance of and services under this Agreement ("Confidential Information") in strict confidence. Each Party also agrees: (i) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information of the other Party except as specifically authorized by the other Party; (iii) not to use any Confidential Information for any purpose other than for performance under this Agreement; (iv) to restrict access to Confidential Information to those of its employees, agents, and contractors who have a need to know, who have been advised of the confidential nature thereof, and who are under express obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) to exercise at least the same standard of care and security to protect the Confidential Information received by it as it protects its own confidential information. If a Party is requested or required by law or in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the other Party as promptly as practicable so that such Party may seek a protective order or waiver for that instance.

Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of either Party; (ii) was in a Party's possession before receipt from the other Party; (iii) is rightfully received by a Party from a third party without any duty of confidentiality; (iv) is independently developed by a Party without use or reference to the other Party's Confidential Information; (v) is disclosed with the prior written consent of the Parties; or (vi) is required to be disclosed pursuant to the Colorado Open Records Act (CORA), Colorado Criminal Justice Records Act (CCJRA), or other applicable law.

Each Party shall return or destroy the Confidential Information upon written request by the other Party; provided, however, that each Party may retain one copy of the Confidential Information in order to comply with applicable law. Parties understand and agree that it may not always be possible to completely remove or delete all Confidential Information from databases without some residual data.

6.4 No third-party beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of action related to such enforcement shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Agreement that any person receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

6.5 Notice. Except as otherwise provided herein, all notices permitted or required under this Agreement shall be in writing and shall be deemed properly given when placed in the United States mail's first-class postage prepaid, or personally delivered to the other Party, addressed to them at the addresses appearing on the signature page hereof. Each Party, by written notice to the other, may specify any other addresses for the receipt of such notices.

Notice to Dillon shall be addressed to:

Dillon Town Manager
275 Lake Dillon Dr.
P.O. Box 8
Dillon, CO 80435

Notice to Keystone shall be addressed to:

Keystone Town Manager
1628 Saints John Rd.
Keystone, CO 80435

6.6 Severability. Should any of the provisions of this Agreement be held to be invalid or unenforceable, then the balance of this Agreement shall be held to be in full force and effect as though the

invalid portion was not included; provided, however, that should the invalidity or unenforceability go to the essence of the Agreement or be of a substantial nature, then the Party who would receive the benefit of the provision, were it not invalid or unenforceable, shall have the option to terminate this Agreement, forthwith.

6.7 Survival upon termination. Any obligations which are required to be fulfilled even after termination of the Agreement, to include without limitation those obligations on the Parties set forth in paragraphs 3.12 and 6.3 and Section 5, shall survive any termination or expiration of this Agreement.

6.8 Waiver. No waiver by Dillon or Keystone of any term or condition or breach of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

6.9. Captions. The captions of the sections and paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

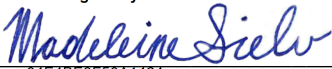
6.10 Governing law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Colorado, and venue for any action arising out of any dispute hereunder shall be in the Summit County District Court of the State of Colorado.

6.11 In any legal action brought by any party to this Agreement to enforce the terms hereof, the prevailing Party shall be entitled to all costs incurred in connection with the action, including attorneys' fees.

IN WITNESS WHEREOF, and intending to be legally bound hereby, in accordance with proper ordinance of each of the governing bodies of the Municipalities, we have hereunto caused this instrument to be executed, and the municipal seals affixed the day and year written above.

ATTEST:

TOWN OF KEYSTONE


DocuSigned by:

04E4BE3F50A1424...
Town Clerk

Signed by:

FFCC105F18734F9...
Mayor

ATTEST:

TOWN OF DILLON

DocuSigned by:

B547CF29A615476...
Town Clerk

Signed by:

264AEEF3028C4AD...
Mayor