

**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR
THE OPERATION, ADMINISTRATION AND FINANCIAL SUPPORT OF THE
SUMMIT COUNTY COMMUNICATIONS CENTER**

This Amended and Restated Intergovernmental Agreement for the Operation, Administration and Financial Support of the Summit County 911 Communications Center (“IGA”), is hereby made and entered into this 31 day of July, 2023, by and between the Town of Blue River, Town of Breckenridge, Town of Dillon, Town of Frisco, Town of Silverthorne, the Board of County Commissioners (“BOCC”) of Summit County (“County”), Summit County Sheriff’s Office, Summit Fire and EMS Protection District, and the Red, White and Blue Fire Protection District, and hereinafter severally referred to by name or collectively as the “Participating Members”, for the operation, administration and financial support provision of the Summit County 911 Communications Center, hereinafter referred to as “SCCC”, in exchange for the continuation of SCCC services, subject to the following provisions:

WITNESSETH:

WHEREAS, Participating Members entered into an Intergovernmental Agreement on January 1, 2002, establishing a consortium and covenants for the operation, administration, and financial support of the Summit County Communications Center (“SCCC”). (See Addendum A, *Amended Intergovernmental Agreement for the Operation, Administration and Financial Support of the Summit County Communications Center*, May 18, 2010).

WHEREAS, the Participating Members in the performance of their governmental functions, do furnish fire, emergency medical services, and law enforcement protection or other public safety services to the residents and visitors within the boundaries of their respective service areas, and

WHEREAS, the Participating Members are severally authorized to maintain and operate radio communications systems for the transmission and dispatching of messages relating to fire, emergency medical services, law enforcement protection or other public safety services, and engage in the dispatching of public safety and emergency vehicles and services to citizens and residents in need from their own organizations, as well as from other public or private entities providing public safety services (hereinafter referred to as “**Services**”); and,

WHEREAS, such Services to date have been provided to all the Participating Members by the SCCC as a County Department under shared direction and supervision of Summit County Government, the SCCC Policy Board, and the SCCC Operations Group; and

WHEREAS, the parties hereto desire to update the current agreement to reflect current practices; and

WHEREAS, pursuant to the provisions of Section 29-1-201, et seq., Colorado Revised Statutes, as amended and Article XIV of the Constitution of the State of Colorado, each of the Participating Members is legally authorized to cooperate and contract with the others for the purpose of providing, on an intergovernmental basis, any function, service or facility authorized to it, including without limit the sharing of costs and incurring of debt, and further including authority to provide for the joint exercise of such function, service or facility; and

WHEREAS, the Participating Members do hereby severally and collectively determine and declare that this IGA is necessary, proper and convenient for the continued fostering and preservation of the public peace, health and safety.

NOW, THEREFORE, in consideration of the premises and of the respective covenants and undertakings of the parties hereto, each covenanting to and with each other jointly and severally, as herein set forth, IT IS AGREED UPON as follows, to-wit:

ARTICLE I – TERM AND EFFECT

1. **Effect of IGA.** Except as expressly provided herein, this Amended and Restated IGA shall replace and supersede all prior agreements of any kind between all or any of the Participating Members and any or all other Participating Members hereto, to the extent and for the limited purpose as such other agreements may be related to the provision of services by the SCCC.
2. **Term.** The initial term of this IGA shall commence on July 1, 2023, and expire on December 31, 2027. Upon the expiration of the initial term, the IGA shall automatically renew for an additional five (5) year renewal term and will automatically renew for additional five (5) year terms thereafter, subject to the provisions of “Article V, Default, Termination & Withdrawal”,

ARTICLE II – SUMMIT COUNTY 911 COMMUNICATIONS CENTER

1. **Board of Directors Governance of the SCCC and Summit County 911 Communication Center Director.**
 - a. Board of Governors (“the Board”) shall directly govern the SCCC, as such entity is described and empowered below.
 - b. The Board’s purposes include the following:

- i. To maintain consolidated public safety communications services,
 - ii. To continuously improve fire, medical aid, and law enforcement service communications within the Participating Members' service areas,
 - iii. To provide consolidated emergency telephone, radio, and alarm communications services for Participating Members,
 - iv. To establish and maintain such services that will be of substantial benefit to the citizens of the service areas and the public in general.
- c. The Board shall be comprised of the following nine (9) positions representing each Participating Member:
 - i. Summit County Manager
 - ii. Summit County Sheriff's Office, Sheriff
 - iii. Town of Blue River, Chief of Police
 - iv. Town of Breckenridge, Chief of Police
 - v. Town of Dillon, Chief of Police
 - vi. Town of Frisco, Chief of Police
 - vii. Town of Silverthorne, Chief of Police
 - viii. Red, White and Blue Fire, Fire Chief
 - ix. Summit Fire and EMS, Fire Chief
- d. The term length for all the Board members shall be perpetual for the term of this IGA.
- e. A majority of the appointed Board members or their designee will constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes. Except as this IGA and/or applicable law requires otherwise, majority vote of a quorum is necessary to decide any question before the Board.
- f. Board meetings are subject to the Colorado Open Meeting Act and all other laws of the State of Colorado.
- g. Regular meetings of the Board will be held at least monthly at such day, time, and place as determined by the Board. Subject to applicable law, special meetings may be called by the chairperson as needed and within seven days after receiving a request from two or more members of the Board. Subject to applicable law, the Board has the authority to cancel or

reschedule a regularly scheduled meeting should there be no business to conduct or if a quorum is unable to be established.

- h. Each Board member will be entitled to an equal vote in all Board decisions.
- i. The specific duties and responsibilities of the Board, in addition to those general duties and authorities discussed above, are as follows:
 - i. Establish and adopt by-laws governing the functional aspects of the Board.
 - ii. Define and establish necessary Operational Workgroups representing the areas of law enforcement, fire, and emergency medical services for technical and operational support of the Board, the 911 Director and SCCC.
 - iii. Make decisions regarding the Summit County 911 Communication Center Director (911 Director) including: hiring, performance evaluation, and discipline, up to and including termination, provided such decisions are made in accordance with and subject to all applicable County personnel policies and procedures.
 - iv. Provide direction for the 911 Director related to SCCC operations and services.
 - v. Conducting yearly performance evaluations of the 911 Director subject to all applicable County personnel policies and procedures.
 - vi. Approve and recommend an annual budget, developed by the 911 Director, in partnership with other County staff as needed, to the Summit County Board of County Commissioners (“BOCC”) for final BOCC approval and/or modification.
 - vii. Define service level agreements (“SLAs”) related to the delivery of services by the 911 Director and SCCC
 - viii. Provide oversight and approval of policies and standard operating procedures (“SOPs”) of the SCCC,
 - ix. Provide oversight of operational goals and guidelines for the SCCC.
 - x. Report regularly to the member agencies of the SCCC.
 - xi. Serve in the capacity as the E911 Authority Board.
 - xii. Evaluate the SCCC Payment Calculation Formula (as such term is defined in Paragraph 3 of Article III) as part of the budget process, and make recommendations to the BOCC regarding said formula, as an element of the overall budget process, based upon such evaluations.
 - xiii. Make determinations regarding the definition of emergency services and the fees for such services.

2. **Summit County 911 Director**

- a. The 911 Director shall be a full-time employee of County and bound by all policies and guidelines of Summit County Government.
- b. The 911 Director will have a dual reporting relationship:
 - i. Reporting to the Board on all aspects related to the general operational policies and functions of the SCCC governed by this IGA.
 - ii. Reporting to County management regarding any matters related to the day-to-day administrative and personnel function governed by County policies and procedures.
- c. The 911 Director will operate and manage the SCCC, supervise the SCCC services, and serve as the operational head for the SCCC subject to the direction and oversight of the Board.
- d. The 911 Director will be responsible for delivering SCCC services to meet Service Level Agreements (SLAs) as defined and approved by the Board. The 911 Director will also be responsible for negotiating and meeting any individual Participating Member SLAs required.
- e. Subject to the terms and conditions contained in this IGA, and in accordance with and subject to all applicable County policies and procedures, the 911 Director will be responsible for all day-to-day operations, administration, and personnel functions of the SCCC, including dispatching, record-keeping, communications, and other SCCC functions subject to and in accordance with the SCCC's SOPs.
- f. Subject to the terms and conditions contained in this IGA, and subject to Board approval, the 911 Director will be responsible for all SCCC specific technology selections and implementations, with support from Participating Members as required,
- g. The 911 Director will perform financial and administrative functions of SCCC including the following:
 - i. Contracting, employing, and supervising all personnel assigned to and/or employed by SCCC, including, without limitation, hiring, firing, disciplining, and all other SCCC employment decisions, provided such decisions are made in accordance with and subject to all applicable County personnel policies and procedures.
 - ii. Managing and supervising all contractors assigned SCCC duties.

- iii. Except as expressly provided otherwise by this IGA, SCCC personnel will report to the 911 Director.
- iv. Incurring expenses in accordance with this IGA and subject to the SCCC's Board-approved budget.
- v. Expending funds in accordance with SCCC's Board-approved budget and County purchasing policies.
- vi. Providing (or causing to be provided) all technology, personnel administration, financial, insurance, legal advice, management, and facilities services and support related SCCC services and functionality in accordance with this IGA, the approved SCCC budget, and partnership with the Board and County Management
 - The 911 Director working with the Board and County Department Directors and Management will determine the manner in which support services are delivered to and/or managed by the SCCC.
- vii. Coordinate with the County Finance Department on the billing and collecting from each Participating Member its share of the cost of SCCC's operations as provided in this IGA and the approved annual budget of SCCC.
- viii. Provide the audit, accounting for, receipt, and custody of SCCC funds and expenditures in the form of a monthly budget report to the Board, which will include a full report on operating expenses, fund balances, and capital project expenditures.
- ix. Attend all meetings of the Board and provide the Board assistance and advice when requested.

3. SCCC is a County Department.

- a. The SCCC shall remain a department of the Summit County Government.
- b. The SCCC shall be administered and supervised by the 911 Director.
- c. All persons employed by the SCCC, including the 911 Director, shall remain as County employees, subject to all County personnel policies and procedures, and eligible for all County employee benefits available to like employees.
- d. Employment actions for the 911 Director will be conducted by the County, at the request and recommendation of the Board.
- e. Employment actions for all SCCC employees excluding the 911 Director will be conducted

by the County at the recommendation of the 911 Director, in accordance with all County policies and procedures.

- f. The financial and budgetary process for the SCCC shall, at all times, for the duration of this IGA, follow County policy and procedure regarding such matters.
- g. The SCCC operational center is located in the Summit County Emergency Services Building, 0227 County Shops Road, within the Summit County Library and Service Center Planned Unit Development area (“County Commons PUD”).
- h. The County shall provide defined overhead services for the SCCC (“Support Services”), including payroll administration, legal services, information systems services, and building and grounds support, as provided for herein.

ARTICLE III – ANNUAL OPERATIONS CHARGES FOR SERVICES

1. The Participating Members hereby agree to the payment of an allocated annual share of the overall budgeted operating costs of the SCCC, which shall include but not be limited to the costs of salaries and fringe benefits for employees, telephones, supplies, utilities, maintenance, insurance premiums and deductibles, and any other expenses related to the efficient operation and administration of the communications center. Such payment obligation (“Annual Operations Payment”) shall be assessed annually to each Participating Member, based on a proposed budget for each fiscal calendar year (“Proposed Budget”). Said Proposed budget, and accordingly Annual Operations Payment for each Participating Member, may be modified from time to time to reflect the actual operating costs of the SCCC, as provided herein.
2. Participating Members for every fiscal and calendar year of the term of this IGA shall reimburse Summit County for their pro rata share of the total operating expenses of the SCCC, in accordance with and through the application of the SCCC Annual Operations Payment Process (AOPP), as modified from the original 2002 agreement payment process as specified below.
3. An Annual Operations Payment (“AOP”) shall be determined by the Board and calculated on an annual basis in accordance with the following guiding principles. Modifications to this formula must be adopted by the amendment of this Agreement.

- a. All Participating Members shall pay an allocated share of the Direct Overhead Base Rate as defined by the Board, and summarized in the proposed budget, unless such participation is specifically exempted or reduced for an agency by the Board due to hardship or minimal SCCC use, as evidenced in the SCCC's incident/audit record.
 - b. Prior to calculating the AOP for each Participating Member any funding budgeted by the County from the applicable ballot measures for foundational support, which remains after funding the Capital Expenditure Budget (see Article IV Paragraph 6), or any funding source independent of the Participating Members will be applied to the proposed budget.
 - c. Prior to calculating the AOP the Board has the authority to apply any existing fund balance to the proposed budget, in accordance with any funding limitations established previously.
 - d. After netting out the Direct Overhead Base Payments and any other participation revenues, Participating Members' remaining AOP shall be calculated using their annual percentage of use for incident processed for the agency during the fiscal and calendar year, using data two years prior to the subject proposed budget.
4. The AOP for each Participating Member shall initially be based off the Proposed Budget. Nevertheless, the actual operations costs of the SCCC shall at all times reflect the actual SCCC operations budget. Accordingly, the Proposed Budget, and the initial estimate of each Participating Member's AOP, may be subject to modification through the proper budget modification process.
5. All payments due by each Participating Member pursuant to the provisions of this Article III to the IGA shall be collected quarterly, with said payments due on the first day of the first month of each quarter (i.e., January 1, April 1, July 1, and October 1). Notification of the estimated Percentage of Use payments due from each Participating Member for the ensuing fiscal and calendar year shall be distributed as early as practicable of the prior year, based off the Proposed Budget for that ensuing year.
6. The County shall define the kind and level of County overhead services for the SCCC and charges for such services, if any, to be allocated to the SCCC, using the most recent cost allocation study commissioned by the County as a basis and in accordance with standard County policies and procedures.

ARTICLE IV – CAPITAL EXPENDITURE BUDGET

1. Capital expenditures shall be budgeted as part of the SCCC general operating budget (“Capital Expenditure Budget”). Capital expenditures will be divided into three categories within the operating budget:
 - a. A category for General Capital, which is defined as capital expenditures that benefit or impact all Participating Members.
 - b. A category for Law Enforcement Capital, which is defined as capital expenditures that only benefit or impact the Participating Member of law enforcement, consisting of Summit County Sheriff’s Office, Town of Blue River, Town of Breckenridge, Town of Dillon, Town of Frisco, and Town of Silverthorne.
 - c. A category for Fire/EMS Capital, which is defined as capital expenditures that only benefit or impact the Participating Members of fire/EMS, consisting of Red, White, and Blue Fire Protection District and Summit Fire and EMS Protection District.
 - d. The Board will be responsible for determining the appropriate categorization of each capital item with support from the 911 Director.
2. A five-year rolling Capital Expenditure Plan will be defined and updated each year by the Board with support from the 911 Director.
3. The overall Capital Expenditure Budget of the SCCC shall be calculated based on the expenditures defined in the Capital Expenditure Plan.
4. Each budgeted expense in the Capital Expenditure Budget will be categorized into one of the three Capital Expenditure Fund categories as defined in Paragraph 1 of Article IV.
5. Funds from the Capital Expenditure Budget will be expended in accordance with the subject fiscal year approved SCCC operating budget as defined in the Capital Expenditures Plan determined by the Board with support from the 911 Director, and approved by the BOCC.
6. Funding for General Capital expenditures will first use any funding budgeted by the County from the applicable ballot measures for foundational support or any funding source independent of the Participating Members before any Participating Member contribution is calculated.
7. In the event that funding independent of the Participating Members will not cover the total of budgeted

General Capital expenditures or if a capital expenditure is categorized as Law Enforcement or Fire/EMS Capital the following contribution formulas will apply:

- a. General Capital expenditures contributions will be determined by using an annual percentage of use. This shall be calculated for each Participating Member utilizing the SCCC services based on the total number of incidents processed for that agency by the SCCC during the most recent complete fiscal year prior to the subject fiscal year, divided by the aggregate number of incidents processed by the SCCC in total during the most recent complete fiscal year. The Board may adopt modifications to this formula.
 - b. Law Enforcement Capital expenditures contributions will be determined by using a percentage of total population. This shall be calculated for each Law Enforcement Participating Member utilizing the most recent United States Census Bureau national census data. Based on this data the total population of each individual entity and all entities combined shall be determined, and then a percentage of said total population shall be established for each governing entity represented by the Law Enforcement Participating Members. For purposes of this agreement the Sheriff's Office population shall be deemed to be the population of unincorporated Summit County. The Board may adopt modifications to this formula.
 - c. Fire/EMS Capital expenditures contributions will be determined by using an annual percentage of use. This shall be calculated for each Fire/EMS Participating Member utilizing the SCCC services based on the total number of incidents processed for that agency by the SCCC during the most recent complete fiscal year prior to the subject fiscal year, divided by the aggregate number of incidents processed by the SCCC in total for all Fire/EMS Participating Members during the most recent complete fiscal year. The Board may adopt modifications to this formula.
8. Modifications to the Capital Expenditure Budget, in terms of monetary obligations, as well as the contribution formula, may be recommended by the Board as deemed appropriate. Said Capital Expenditure Budget, and accordingly the Capital Expenditure contributions for each Participating Member, may therefore be subject to modification from time to time in accordance with the same policies and procedures as set forth for the Annual Operations Payment in Article III above.
 9. Capital expenditure payments for each Participating Member shall be made quarterly, in accordance

with the schedule for payment set forth for the operations costs in Article III above.

ARTICLE V – DEFAULT, TERMINATION & WITHDRAWAL

1. **Notice of Default.** In the event any Participating Member fails to pay its share of the operating costs when due, or otherwise default under its obligations per this IGA, the Board shall cause written notice of default to be given to the defaulting Participating Member’s legislative body or other authority that approved this IGA. The notice shall include a statement of the SCCC’s intention to suspend performance of SCCC Services under this IGA as to such Participating Member in default unless such default is cured within twenty (20) days from the date of such notice. Such notice shall set forth the nature of the default in reasonable detail and shall specify the required action to cure the default. The Board is authorized to provide additional time for the cure of a default.
2. **Suspension of Performance.** Upon failure to timely cure a default, performance of SCCC Services under this IGA shall be suspended by the Board, as to the defaulting Participating Member.
3. **Emergency SCCC Services.** Notwithstanding anything above to the contrary, said suspension of performance of SCCC Services under this IGA shall not include any suspension of performance of “Emergency Services” by the SCCC, as such term is defined by the Board, for the defaulting Participating Member. Said Emergency Services shall continue to be performed by the SCCC for the defaulting Participating Member, and the Board shall invoice the defaulting Participating Member for such emergency services at a rate as determined to be appropriate by the Board, for the duration of such suspension. All parties hereto concur that such invoices shall be considered a good and valid debt for the payment of services provided, which may be collected and/or assigned through all available legal and equitable means.
4. **Termination.** If, after default under this IGA which necessitates a suspension of performance of SCCC services as provided above, any defaulting Participating Member that continues to fail to correct any default under the performance of this IGA for an additional period of three months, the Board may provide said defaulting Participating Member with a notice of intention to terminate the IGA with respect to said defaulting Participating Member upon the end of the current fiscal and calendar year. Such termination shall effectively eliminate any and all rights the defaulting Participating Member may have to rely on the provision of any SCCC services, including without limit all emergency services as defined herein. Any SCCC assets that were partially or fully purchased with that Participating Member’s funding shall stay with the SCCC. The defaulting Participating Member will receive no

repayment for any moneys, which were expended for the purchase of such assets under this IGA as such agreement now stands or may be amended from time to time.

5. **Withdrawal.** If a Participating Member wishes to withdraw from the SCCC, a one-year written notice must be submitted to the Board stating such intentions. Any SCCC assets that were partially or fully purchased with that Participating Member's funding shall stay with the SCCC. The withdrawing Participating Member will receive no repayment for any moneys, which were expended for the purchase of such assets under either this IGA as such agreement now stands or may be amended from time to time.
6. **Survival of Agreement.** Notwithstanding anything herein to the contrary, Participating Members understand and agree that all terms and conditions for this IGA shall remain in full force and effect regardless of a Participating Member's withdrawal or termination.

ARTICLE VI – GENERAL PROVISIONS

1. **Waiver.** The failure of any Participating Member to exercise any of its rights under this IGA shall not be deemed to be a waiver of any rights provided for under this IGA.
2. **Appropriation of funds.**
 - a. Notwithstanding anything herein to the contrary, the obligations of each individual Participating Member under this IGA shall be subject to an annual appropriation, by that Participating Member's governing body, of funds sufficient to meet those obligations provided by this IGA. In the event that sufficient funds are not so appropriated by a Participating Member, as required by this IGA, this Agreement may be terminated by either said Participating Member or the Board as to said Participating Member.
 - b. Nevertheless, no Participating Member shall be permitted to terminate or withdraw from this IGA prior to the end of a fiscal or calendar year due to such non-appropriation of funds, and in no circumstances shall any portion of any type of contribution of the Participating Member failing to so appropriate sufficient funds be returned or pro-rated due to such non- appropriation.
 - c. No obligation provided in this IGA is intended to or shall be interpreted to constitute a multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

3. **Notice.** Any notice or communication given pursuant to this IGA shall be given in writing, either in person or by certified mail, return receipt requested to the addresses listed in **Addendum B, Notification and Contact Information**, to this IGA, which is subject to modification from time to time. If given in person, notice shall be deemed given when actually given. If given by certified mail, notice shall be deemed given at the time indicated on the duly completed return receipt.

Any Participating Member may change the address to which notices, requests, consents, approvals, written instructions, reports, or other communications are to be given by a notice of change of address given in the manner set forth in this paragraph.

4. **No Benefit to Inure to 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 any Participating Member because of any breach hereof, or because of any terms, covenants, agreements or conditions contained herein.
5. **Modifications.** No modification or waiver of this IGA, or modification of any covenant, condition, or provision herein contained, shall be valid unless said modification is first considered and recommended for approval by the Board at a formal Board meeting, and then adopted in writing and duly executed by a three quarters (75%) majority of the Participating Members.
6. **Agreement.** This IGA constitutes the entire agreement and understanding between the Participating Members on the subject matter hereof and supersedes any prior agreements or understandings relating to the subject matter of this IGA, except for other written agreements and understandings referred to herein.
7. **Benefit.** This IGA shall be binding upon and shall inure to the benefit of the parties hereto, their successors or assigns.
8. **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.
9. **Governmental Immunity.** No Participating Member hereto intends to waive, expressly or implicitly, by any provision of this IGA, the monetary limits or any other rights, immunities and protections

provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended from time to time, or any other privilege or immunity provided by law.

10. **Attorney's Fees.** If an action is brought to enforce this IGA, the prevailing party shall be entitled to reasonable attorney's fees and costs.
11. **Applicable Law.** 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.
12. **Paragraph Headings.** Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this IGA.
13. **Indemnity.** All actions or omissions by any Participating Member, and/or its designated representative, in the course and scope of its performance of any obligations, responsibilities, or duties under this IGA and/or as a member of the Board, shall be insured by the insurance policies and coverage to be obtained by Summit County for the SCCC and made a part of the total operating costs of the SCCC. However, any and all actions or omissions by any Participating Member, and/or its designated representative, outside of the proper course and scope of its performance of any obligations, responsibilities, or duties under this IGA and/or as a member of the Board (hereinafter referred to as “non- authorized acts or omissions”), shall be the sole responsibility of the Participating Member, and/or its designated representative. Accordingly, each Participating Members hereto shall, without waiving governmental immunity, fully indemnify, to the extent permissible under Colorado law, for all injuries to person or property as are directly or indirectly caused by any such non-authorized acts or omissions of that Participating Member or a representative of such Participating Member, which result in any damages, claims, costs or liability of any manner, including without limit reasonable attorney’s fees, each and every other Participating Member, and the SCCC as an entity.
14. **Insurance.** Regardless of the obligation for the SCCC to carry all proper and necessary insurance to provide appropriate coverage for its operations, all Participating Members shall also be required to maintain insurance coverage (through such policy or means determined appropriate by each Participating Member) at a minimum of the limits for liability set forth by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended from time to time.
15. **Hold harmless.** Each Participating Member shall hold harmless the SCCC, its officers, employees, and agents against the loss of any service due to circumstances beyond the control of the SCCC. Such

agreement shall extend to the Board, and the Summit County Government as well.

16. **Individual obligations.** Each Participating Member is required to carry out and perform all the obligations of a Participating Member under this IGA independently of the actions of any and all other Participating Members. No Participating Member shall be responsible or liable for the failure of any other Participating Member to perform its obligations herein.

ARTICLE VII – FUTURE CONTRACTS BY THE SCCC FOR COMMUNICATIONS SERVICES

It is agreed by and between the Participating Members that the SCCC may be in a position to furnish radio communications services to other governmental, quasi-governmental, or non- governmental entities, and in this regard, the Participating Members hereby expressly agree and consent that any such contract or agreement for the provision of services to such other entities and the SCCC shall be either through amendment to this IGA, or through a separate document on the same terms and condition as this IGA, including the formula used for annual cost calculations, as well as any other terms and conditions that the Board may deem appropriate which are not inconsistent with this IGA, do not lessen the service to, or increase the charges due from the other Participating Members. Notwithstanding the foregoing, Participating Members all acknowledge that certain governmental entities, at a maximum threshold of service demand as set by the Board, may potentially opt to forego participating membership into the SCCC per this agreement, and instead contract with the SCCC for services.

Addendum A
Amended Intergovernmental Agreement for the Operation, Administration
and Financial Support of the Summit County Communications Center
May 18, 2010



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WITNESSETH:

WHEREAS, Participating Members entered into an Intergovernmental Agreement on January 1, 2002 establishing a consortium and covenants for the operation, administration and financial support of the Summit County Communications Center (See Addendum A, *Intergovernmental agreement for the operation, administration and financial support of the summit county communications center*, January 1, 2002).

WHEREAS, the Participating Members in the performance of their governmental functions, do furnish fire and/or police protection and other public safety services to the citizens and residents within the boundaries and areas of their respective service areas, and

WHEREAS, the Participating Members are severally authorized to maintain and operate radio communications systems for the transmission and dispatching of messages relating to fire and/or police protection and other public safety services, and engage in the dispatching of public safety and emergency vehicles and services to citizens and residents in need from their own organizations, as well as from other public or private entities providing public safety services (hereinafter referred to as “Services”); and,

WHEREAS, such Services to date have been provided to all the Participating Members by the SCCC as a Department under the direct control and supervision of the Summit County Government; and

WHEREAS, the parties hereto desire to update the current agreement to reflect current practices; and

WHEREAS, pursuant to the provisions of Section 29-1-201, et seq., Colorado Revised Statutes, as amended and Article XIV of the Constitution of the State of Colorado, each of the Participating Members is legally authorized to cooperate and contract with the others for the purpose of providing, on an intergovernmental basis, any function, service or facility authorized to it, including without limit the sharing of costs and incurring of debt, and further including authority to provide for the joint exercise of such function, service or facility; and

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ARTICLE II – COMMUNICATIONS CENTER

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 - a. The SCCC shall remain a department of the Summit County Government.
 - b. The SCCC shall be administered and supervised by the SCCC Communications Director, or otherwise designated by the County. All persons employed by the SCCC, including the Communications Director, shall remain as Summit County Government employees, subject to all Summit County personnel policies and procedures, and eligible for all Summit County employee benefits available to like employees.
 - c. The financial and budgetary process for the SCCC shall, at all times for the duration of this IGA, also follow Summit County policy and procedure regarding such matters.
 - d. The SCCC operational center is located in the Summit County Emergency Services Building, 0227 County Shops Road, within the Summit County Library and Service Center Planned Unit Development area (“County Commons PUD”).
 - e. The Summit County Government shall provide defined overhead services for the SCCC (“Support Services”), including payroll administration, legal services, information systems services, and building and grounds support, as provided for herein.

2. **Policy Board Governance of the SCCC.**

- a. Notwithstanding the foregoing, the SCCC Policy Board (“Policy Board”) shall directly govern the Summit County Communications Center, as such entity is described and empowered below. The Policy Board shall make all decisions regarding hiring, supervision, and discipline, up to and including termination, of the Communications Director, provided such decisions are made in accordance with and subject to all applicable Summit County personnel policies and procedures.
- b. The Policy Board shall be comprised of the following individuals:
 - i. Summit County Manager
 - ii. Breckenridge Town Manager
 - iii. Dillon Town Manager
 - iv. Frisco Town Manager
 - v. Silverthorne Town Manager
 - vi. Red, White and Blue Fire Chief
 - vii. Lake Dillon Fire Chief
 - viii. Assistant Summit County Manager

The term length for all Policy Board members shall be perpetual for the duration of this IGA.

- c. The specific duties and responsibilities of the Policy Board, in addition to those general duties and authorities discussed above, are as follows:
 - i. Develop and recommend an annual budget to the Summit County Board of County Commissioners (“BOCC”) for final BOCC approval and/or modification;
 - ii. Oversight and approval of policies and procedures of the SCCC
 - iii. Oversight of operational goals and guidelines for the SCCC
 - iv. Report regularly to the member agencies of the SCCC
 - v. E911 Authority Board
 - vi. Evaluate the SCCC Payment Calculation Formula (as such term is defined in Paragraph 3 of Article III) as part of the budget process, and make recommendations to the BOCC regarding said formula, as an element of the overall budget process, based upon such evaluations.
 - vii. Make determinations regarding the definition of emergency services and the fees for such services, in consideration of the recommendations made by the Operations Group (as such term is defined in Paragraph 3(a) of this Article below) on such issues, as contemplated in Article V herein.

3. Operations Group oversight and assistance with SCCC operations.

- a. An Operations Group (“Ops Group”) shall be established to assist with the development of day-to-day SCCC operating policies and procedures, and to provide assistance and oversight, as needed, for the day-to-day SCCC operations.
- b. The Ops Group shall be comprised of the head of each Participating Member agency that participates in the funding of the SCCC, and the Communications Director. No other agency representative may be a member of the Ops Group, unless expressly approved in advance by the Policy Board.
- c. The Ops Groups shall set and maintain its own by-laws, policies and procedures related to the conduct of meetings, standards for members, and all other internal matters, provided such policies and the like in no way interfere with the express duties of the Ops Group set forth herein, and further refrain from the interference or abrogation of any duties or powers granted to the Policy Board herein.
- d. Term length for each Ops Group member is perpetual, as long as their agency remains in compliance with the terms and conditions of this IGA.
- e. The Ops Group shall assume and carry out the following duties and responsibilities:
 - i. Recommend day-to-day operating policies and procedures
 - ii. Work regularly with the Communications Director to develop operational protocols
 - iii. Work with the Communications Director to make budget recommendations to the Policy Board
 - iv. Oversee NCIC/CCIC computer system. Only those members who work within the criminal justice system shall resolve any issue directly related to NCIC/CCIC.
 - v. Recommend to the Policy Board a definition of emergency services, to be provided to defaulting Participating Members despite such default, in accordance with the provisions of Article V herein.
 - vi. Recommend to the Policy Board an appropriate rate of compensation for services provided to (1) those entities contracting with the SCCC for limited services, as well as (2) any and all Participating Members in default still receiving emergency services from the SCCC.
 - vii. Provide written comments regarding the performance of the Communications Director, as appropriate, to the Policy Board for formal consideration during the Communications Director’s appraisals.

ARTICLE III – ANNUAL OPERATIONS CHARGES FOR SERVICES

1. The Participating Members hereby agree to the payment of an allocated annual share of the overall operating costs of the communications center, which shall include but not be limited to the costs of salaries and fringe benefits for employees, telephones, supplies, utilities, maintenance, insurance premiums and deductibles, and any other expenses related to the efficient operation and administration of the communications center. Such payment obligation

(“Annual Operations Payment”) shall be assessed annually to each Participating Member, based on a proposed budget for each fiscal calendar year (“Proposed Budget”). Said Proposed budget, and accordingly Annual Operations Payment for each Participating Member, may be modified from time to time to reflect the actual operating costs of the SCCC, as provided herein.

2. Participating Members for every fiscal and calendar year of the term of this IGA shall reimburse Summit County for one hundred percent (100%) of the total operating expenses of the SCCC, less the share allocated to the County in accordance with and through the application of the SCCC Annual Operations Payment Process (AOPP), which is modified here from the original 2002 agreement (See Addendum A, Intergovernmental agreement for the operation, administration and financial support of the summit county communications center, January 1, 2002), and set forth below, and subject to future modification by the Policy Board as provided herein:
3. An Annual Operations Payment (“AOP”) shall be determined by the Policy Board and calculated on an annual basis in accordance with the following guiding principles. Modifications to this formula may be adopted by the Policy Board.
 - a. All Participating Members shall pay an allocated share of the Direct Overhead Base Rate as defined by the Policy Board, and summarized in the proposed budget, unless such participation is specifically exempted or reduced for an agency by the Policy Board due to hardship or minimal SCCC use, as evidenced in the SCCC’s incident/audit record.
 - b. After netting out the Direct Overhead Base Payments and any other participation revenues, Participating Members’ remaining AOP shall be calculated using their annual percentage of use for incident/audits processed for the agency during the fiscal and calendar year, using data two years prior to the subject proposed budget.
4. The AOP for each Participating Member shall initially be based off the Proposed Budget. Nevertheless, the actual operations costs of the SCCC shall at all times reflect the actual SCCC operations budget. Accordingly, the Proposed Budget, and the initial estimate of each Participating Member’s AOP, may be subject to modification through the proper budget modification process.

5. All payments due by each Participating Member pursuant to the provisions of this Article III to the IGA shall be collected quarterly, with said payments due on the first day of the first month of each quarter (i.e., January 1, April 1, July 1, and October 1). Notification of the estimated Percentage of Use payments due from each Participating Member for the ensuing fiscal and calendar year shall be distributed as early as practicable of the prior year, based off the Proposed Budget for that ensuing year.
6. The Policy Board shall define the desired kind and level of County overhead services for the SCCC and charges for such services, if any, to be allocated to the SCCC, using the most recent cost allocation study commissioned by the County as a basis.

ARTICLE IV – CAPITAL EXPENDITURE PARTICIPATION FUND

1. Capital expenditures shall remain a separate Fund of the SCCC budget as prepared by the Policy Board in accordance with the applicable provisions herein (hereafter referred to as the “Capital Expenditure Budget Item”).
2. The contribution formula for the Capital Expenditure Budget Item shall be as follows:
 - a. A subgroup designated as the “County and Municipal Participating Members” shall be established, consisting of Summit County, and the Towns of Blue River, Breckenridge, Dillon, Frisco, and Silverthorne.
 - b. A subgroup designated as the “Special Districts/Other Participating Members” shall be established, consisting of all Special Districts and the Summit County Ambulance Service acting as Participating Members.
 - c. An annual Percentage of Use shall be calculated for each Participating Member utilizing the SCCC services based on the total number of incidents and audits processed for that agency by the SCCC during the fiscal and calendar year two years prior to the subject fiscal and calendar year, divided by the aggregate number of incidents and audits processed by the SCCC in total during the fiscal and calendar year two years prior. The Policy Board may adopt modifications to this formula.
 - d. The overall Capital Expenditure Budget of the SCCC shall be calculated as the “Total Expenditure Budget”;

- e. Each Special District/Other Participating Members shall be charged in accordance with their Percentage of Use, as applied to the “Total Expenditure Budget” for the SCCC established for that fiscal and calendar year, in order to derive the required monetary obligation for such agency.
- f. The total each Special Districts/Other Participating Member Payments shall be subtracted from the Total Expenditure Budget, to derive the “Remainder Expenditure Budget”; and
- g. The first 25% of the Remainder Expenditure Budget shall be paid for by the County and Municipal Participating Members as follows:
 - i. The population of each County and Municipal Participating Member shall be established by utilization of the appropriate records, the total population of all entities combined shall be determined, and then a percentage of said total population shall be established for each County and Municipal Participating Member;
 - ii. Each County and Municipal Participating Member shall make a payment based off the total of the 25% portion of the Remainder Expenditure Budget, multiplied by the percentage of total population prescribed to that County and Municipal Participating Member. This payment shall be called the “Expenditure Population Payment”.
- h. The remaining 75% of the Remainder Expenditure Budget shall be paid for by the County and Municipal Participating Members as follows:
 - i. The Percentage of Use of each County and Municipal Participating Member shall be multiplied by the total of the 75% portion of the Remainder Expenditure Budget, in order to determine the payment each County and Municipal Participating Member shall make.
 - ii. This payment, which is in addition to the Expenditure Population Payment, shall be referred to as the “Expenditure Use Payment”.
- i. Each County and Municipal Participating Member shall be responsible for a “Total Capital Expenditure Payment” equal to the Expenditure Population Payment plus the

Expenditure Use Payment, as such figures are calculated for each such entity in accordance with the formula set forth above.

3. Modifications to the Capital Expenditure Budget Item, in terms of monetary obligations, as well as the contribution formula, may be recommended by the Policy Board as deemed appropriate. Said budget, and accordingly the Total Capital Expenditure Payment for each Participating Member, may therefore be subject to modification from time to time in accordance with the same policies and procedures as set forth for the Annual Operations Payment in Article III above.
4. Capital expenditure payments for each Participating Member shall be made quarterly, in accordance with the schedule for payment set forth for the operations costs in Article III above.

ARTICLE V – DEFAULT, TERMINATION & WITHDRAWAL

1. **Notice of Default.** In the event any Participating Member fails to pay its share of the operating costs when due, or otherwise default under its obligations per this IGA, the Policy Board shall cause written notice to be given to the defaulting Participating Member's legislative body or other authority that approved this IGA, of the SCCC's intention to suspend performance of SCCC Services under this IGA as to such Participating Member in default unless such default is cured within twenty (20) days from the date of such notice. Such notice shall set forth in reasonable detail, with the nature of the default and the required action to cure the same.
2. **Suspension of Performance.** Upon failure to cure said default within the said twenty (20) days period, performance of SCCC Services under this IGA shall be immediately suspended by the Policy Board, as to the defaulting Participating Member only.
3. **Emergency SCCC Services.** Notwithstanding anything above to the contrary, said suspension of performance of SCCC Services under this IGA shall not include any suspension of performance of "Emergency Services" by the SCCC, as such term is defined by the Ops Group, for the defaulting Participating Member. Said "Emergency Services" shall continue to be performed by the SCCC for the defaulting Participating Member, and the Policy Board shall invoice the defaulting Participating Member for such emergency services at a premium rate as determined to be appropriate by the Ops Board, for the duration of such suspension. All parties hereto concur that such invoices shall be considered a good and valid debt for the payment of

services provided, which may be collected and/or assigned through all available legal and equitable means.

4. **Termination.** If, after committing default under this IGA which necessitates a suspension of performance of SCCC services as discussed above, any defaulting Participating Member continues to fail to correct any default under the performance of this IGA for an additional period of three months, the Policy Board may provide said defaulting Participating Member with a notice of intention to terminate the IGA with respect to said defaulting Participating Member upon the end of the current fiscal and calendar year. Such termination shall effectively eliminate any and all rights the defaulting Participating Member may have to rely on the provision of any SCCC services, including without limit all emergency services as defined herein. Any SCCC assets that were partially or fully purchased with that Participating Member's funding shall stay with the SCCC. The defaulting Participating Member will receive no repayment for any moneys, which were expended for the purchase of such assets under either this IGA, or the CEPF IGA, as either such agreement now stands or may be amended from time to time.
5. **Withdrawal.** If a Participating Member wishes to withdraw from the SCCC, a one year written notice must be submitted to the Policy Board stating such intentions. Any SCCC assets that were partially or fully purchased with that Participating Member's funding shall stay with the SCCC. The withdrawing Participating Member will receive no repayment for any moneys, which were expended for the purchase of such assets under either this IGA, or the CEPF IGA, as either such agreement now stands or may be amended from time to time.
6. **Survival of Agreement.** Notwithstanding anything herein to the contrary, participating Members understand and agree that all terms and conditions for this IGA shall remain in full force and effect regardless of an individual member's withdrawal or termination.

ARTICLE VI – GENERAL PROVISIONS

1. **Waiver.** The failure of any party to exercise any of its rights under this IGA shall not be deemed to be a waiver of any rights provided for under this IGA.
2. **Appropriation of funds.**
 - a. Notwithstanding anything herein to the contrary, the obligations of each individual Participating Member under this IGA shall be, where appropriate, subject to the annual

appropriation, by that Participating Member's governing body, of funds sufficient to meet those obligations provided herein. In the event that sufficient funds are not so appropriated by any Participating Member, as required hereunder, this Agreement may be terminated by either said Participating Member or the Policy Board as to said Participating Member.

- b. Nevertheless, no Participating Member shall be permitted to terminate or withdraw from this IGA prior to the end of a fiscal or calendar year due to such non-appropriation of funds, and in no circumstances shall any portion of any type of contribution of the Participating Member failing to so appropriate sufficient funds be returned or pro-rated due to such non-appropriation.
- c. No obligation provided in this IGA is intended to or shall be interpreted to constitute a multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

- 3. **Notice.** Any notice or communication given pursuant to this IGA shall be given in writing, either in person or by certified mail, return receipt requested to the addresses listed in **Addendum B, Notification and Contact Information**, to this IGA, which is subject to modification from time to time. If given in person, notice shall be deemed given when actually given. If given by certified mail, notice shall be deemed given at the time indicated on the duly completed return receipt.

Any Participating Member may change the address to which notices, requests, consents, approvals, written instructions, reports or other communications are to be given by a notice of change of address given in the manner set forth in this paragraph.

- 4. **No Benefit to Inure to 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 any Participating Member because of any breach hereof, or because of any terms, covenants, agreements or conditions contained herein.
- 5. **Modifications.** No modification or waiver of this IGA, or modification of any covenant, condition, or provision herein contained, shall be valid unless said modification is first considered and recommended for approval by the Policy Board at a formal Policy Board meeting, and then adopted in writing and duly executed by a three quarters (75%) majority of the Participating Members.
- 6. **Agreement.** This IGA constitutes the entire agreement and understanding between the Participating Members on the subject matter hereof, and supersedes any prior agreements or understandings relating to the subject matter of this IGA, except for other written agreements and understandings referred to herein.
- 7. **Benefit.** This IGA shall be binding upon and shall inure to the benefit of the parties hereto, their successors or assigns.

8. **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.
9. **Governmental Immunity.** No Participating Member hereto intends to waive, expressly or implicitly, by any provision of this IGA, the monetary limits or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended from time to time, or any other privilege or immunity provided by law.
10. **Attorney's Fees.** If an action is brought to enforce this IGA, the prevailing party shall be entitled to reasonable attorney's fees and costs.
11. **Applicable Law.** 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.
12. **Paragraph Headings.** Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this IGA.
13. **Indemnity.** All actions or omissions by any Participating Member, and/or its designated representative, in the course and scope of its performance of any obligations, responsibilities, or duties under this IGA and/or as a member of the Policy Board or Ops Group, shall be insured by the insurance policies and coverage to be obtained by Summit County for the SCCC and made a part of the total operating costs of the SCCC. However, any and all actions or omissions by any Participating Member, and/or its designated representative, outside of the proper course and scope of its performance of any obligations, responsibilities, or duties under this IGA and/or as a member of the Policy Board or Ops Group (hereinafter referred to as “non-authorized acts or omissions”), shall be the sole responsibility of the Participating Member, and/or its designated representative. Accordingly, each Participating Members hereto shall, without waiving governmental immunity, fully indemnify, to the extent permissible under Colorado law, for all injuries to person or property as are directly or indirectly caused by any such non-authorized acts or omissions of that Participating Member or a representative of such Participating Member, which result in any damages, claims, costs or liability of any manner, including without limit reasonable attorneys fees, each and every other Participating Member, and the SCCC as an entity.
14. **Insurance.** Regardless of the obligation for the SCCC to carry all proper and necessary insurance to provide appropriate coverage for its operations, all Participating Members hereto shall also be required to maintain insurance coverage at a minimum of the limits for liability set

forth by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended from time to time.

15. **Hold harmless.** Each Participating Member shall hold harmless the SCCC, its officers, employees, and agents against the loss of any service due to circumstances beyond the control of the SCCC. Such agreement shall extend to the Policy Board, the Ops Group, and the Summit County Government as well.
16. **Individual obligations.** Each Participating Member is required to carry out and perform all the obligations of a Participating Member under this IGA independently of the actions of any and all other Participating Members. No Participating Member shall be responsible or liable for the failure of any other Participating Member to perform its obligations herein.

ARTICLE VII – FUTURE CONTRACTS BY THE SCCC FOR COMMUNICATIONS SERVICES

It is agreed by and between the Participating Members that the SCCC may be in a position to furnish radio communications services to other governmental, quasi-governmental, or non-governmental entities, and in this regard, the Participating Members hereby expressly agree and consent that any such contract or agreement for the provision of services to such other entities and the SCCC shall be either through amendment to this IGA, or through a separate document on the same terms and condition as this IGA, including the formula used for annual cost calculations, as well as any other terms and conditions that the SCCC may deem appropriate which are not inconsistent with this IGA, do not lessen the service to, or increase the charges due from the other Participating Members. Notwithstanding the foregoing, Participating Members all acknowledge that certain governmental entities, at a maximum threshold of service demand as set by the Policy Board, may potentially opt to forego participating membership into the SCCC per this agreement, and instead contract with the SCCC for services.

Addendum B

Notification and Contact Information

Red, White, and Blue Fire Protection District
Jay Nelson
Co-Interim Fire Chief
316 N. Main Street/PO Box 710, Breckenridge, CO
80424
(970) 453-2474
jnelson@rwbfire.org

Summit County Government
Phillip Gonshak
County Manager
PO Box 68 Breckenridge, CO 80424
(970) 453-3403

Summit County Sheriff's Office
Jaime FitzSimons
Sheriff
P.O. Box 210 / 501 N. Park Avenue Breckenridge,
CO 80424
(970) 423-8934
jaime.fitzsimons@SummitCountyCO.Gov

Summit Fire and EMS
Travis Davis
Fire Chief
P.O. Box 4910 Frisco, CO 80443
(970) 262-5100 Ext. 128
TDavis@summitfire.org

Town of Blue River
Michelle Eddy
Town Manager/Clerk
0110 Whispering Pines Circle, Blue River CO
80424
PO Box 1784, Breckenridge
(970) 547-0545 ext. 1
michelle@townofblueriver.org

Town of Breckenridge
Rick G. Holman
Town Manager
150 Ski Hill Rd, Breckenridge, CO 80424
(970) 453-3171
rickh@townofbreckenridge.com

Town of Dillon
Cale Osborn
Police Chief
275 Lake Dillon Drive, PO Box 8, Dillon, CO 80435
(970) 262-3417
caleo@townofdillon.com

Town of Frisco
Tom Fisher
Town Manager
1 Main Street, PO Box 4100, Frisco, CO 80443
(970) 668-9123
tomf@townoffrisco.com

Town of Silverthorne
Ryan Hyland
Town Manager
601 Center Circle, Silverthorne CO 80498
(970) 262-7319
ryan.hyland@silverthorne.org