

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 39, SERIES 2013**

**A RESOLUTION APPROVING THE LAW ENFORCEMENT AGREEMENT
BETWEEN THE TOWN OF TIMNATH AND LARIMER COUNTY**

WHEREAS, the Town Council of the Town of Timnath (“**Town**”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, attached hereto as **Exhibit A** is the Law Enforcement Agreement Between the Town of Timnath and Larimer County (“**Agreement**”); and

WHEREAS, the Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

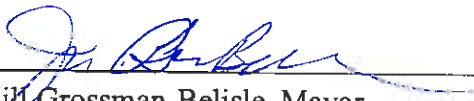
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:

Section 1. Approval

The Town Council hereby approves the Agreement or Document and authorizes its execution by the Mayor, Manager, or other person authorized by Council adopted resolution or the Charter to sign Agreements or Documents.

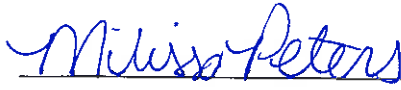
INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH ON OCTOBER 22, 2013,

TOWN OF TIMNATH, COLORADO



Jill Grossman-Belisle, Mayor

ATTEST:



Milissa Peters, Town Clerk



EXHIBIT A
THE LAW ENFORCEMENT AGREEMENT BETWEEN THE
TOWN OF TIMNATH AND LARIMER COUNTY

LAW ENFORCEMENT AGREEMENT
Between the Town of Timnath
and Larimer County

THIS AGREEMENT, made and entered effective the 1st day of January, 2014, between the Town of Timnath, Colorado, a municipal corporation (the "Town"); and the Board of County Commissioners of the County of Larimer, Colorado through the Larimer County Sheriff (the "County").

WITNESSETH:

WHEREAS, the Town has contracted with the County for provision of law enforcement services.

WHEREAS, the Town and County wish to continue agreements for the performance of law enforcement protection services within the Town as has been provided by the County through the Sheriff in the past; and

WHEREAS, contracts to provide law enforcement services are authorized and provided for by the provisions of §29-1-203, Colorado Revised Statute.

NOW, THEREFORE, it is agreed as follows:

WITNESSETH:

WHEREAS, the Parties previously entered into a Law Enforcement Agreement between the Town of Timnath and Larimer County on or about March 18, 2008 (the "Agreement"); and

WHEREAS, the Agreement provides that it shall be automatically renewed on an annual basis and that re-negotiated terms, payment and services provided shall be included in a renewal agreement; and

WHEREAS, it is the Parties' intent that this Agreement amend and replace all previous agreements for law enforcement services as of January 1, 2014;

NOW, THEREFORE, the Parties agree as follows:

As of January 1, 2014 all previous agreements between the parties for law enforcement services shall be amended and replaced with this Agreement, which shall read as follows:

I. 1. Purpose of the Agreement

This Agreement is made between the Town and the County for the express purpose of providing to the residents of the Town of Timnath the following:

- a) Law enforcement service and response to call requests for hours not covered by the Town police department.
- b) Support services consisting of computer-aided dispatch, Tiburon records management system, time sensitive evidence storage, crime scene and major case requests for assistance.
- c) Software and Tiburon system support in conjunction with the Town information technology department.

2. Services and Standards by County

The County agrees to provide the following law enforcement protection services within the corporate boundaries of the Town of Timnath:

- a) Except as otherwise specifically set forth, the services shall be those duties and functions coming within the jurisdiction of the Larimer County Sheriff pursuant to Colorado law that are not provided by town police.
- b) The standards of officer performance, the discipline of officers and other matters incident to the performance of law enforcement services and control of personnel so employed, shall remain solely under the control of the Sheriff.
- c) Except as otherwise specifically set forth, the services provided shall be the basic level of services provided for unincorporated areas of similar population density in Larimer County as determined by the Larimer County Sheriff .
- d) In addition to the basic level of services, the County shall provide the following supplemental services:
 - i) The Larimer County Sheriff's Office, when called to Timnath to address traffic issues or traffic violations will cite the violations into Timnath municipal court. If deputies are on routine patrol, they will have discretion in enforcing traffic laws and citing into the court of their discretion.
 - ii) Support services for the Town police department consisting of dispatch services, records management and case entry training, time sensitive evidence storage, and crime scene assistance.
 - iii) Access for town police to enter tickets and cases into the Tiburon records management system. The Larimer County Sheriff's records division is designated as custodian of Town's police records.
 - iv) The Larimer County Sheriff's warrant division shall process all town municipal warrants. At the discretion of the Larimer County Sheriff an

additional warrant processing fee may be charged. Such fee is in addition to any fees or payments made pursuant to this agreement.

- v) The Larimer County Sheriff shall provide mutual assistance and assignments to back up town officers as requested. The Larimer County Sheriff anticipates providing mutual assistance and assignment to back-up town officers when they are responding to driving under the influence traffic stops, domestic violence, possible assaults and business/house alarms, however the parties acknowledge resource limitations and responses to other law enforcement needs may prohibit assistance or assignment to every town request. Recognizing the heightened public and officer safety concerns implicated by the above-enumerated calls, however, the Sheriff shall use its best efforts to assist Town officers as requested on such calls.
- vi) The Larimer County Sheriff may assist town police with calls in proximity of Town limits and current growth management area.

3. Municipal Court

- a) It is agreed that when arrests are made and citations and summonses issued solely under ordinances of the Town, the prosecution of such cases shall be in the Municipal Court. Any and all fines collected shall be paid to the Town of Timnath.
- b) It is agreed that Sheriff's deputies making arrests or issuing summons to violators for appearance in court shall be required to appear at said court at the appointed time and date to give all evidence and testimony required. Sheriff's deputies failing to comply with this requirement shall be subject to disciplinary action at the discretion of the Sheriff.

4. Personnel and Equipment

- a) It is agreed that the County shall furnish and supply all labor, supervision, equipment, training, communication facilities for dispatching, cost of jail detention, and supplies necessary to maintain the services to be rendered herein.
- b) Notwithstanding any other provision of this Agreement, all personnel assigned by the County to perform work under the terms of this Agreement, including the Sheriff, shall be, and remain at all times, employees or agents of the County for all purposes. Neither the Sheriff nor any County employee shall make any representation that he or she is a Town employee for any purpose.
- c) The Town will provide to the County access to the Town Administrative Building facilities and equipment for administrative use.

5. Indemnity of the Parties

- a) To the extent allowed by Colorado law, the Town, shall indemnify the County for claims against the County arising from the enforcement of any Town ordinance in accordance with Larimer County Sheriff Policies and Procedures. This indemnity shall not constitute a waiver of any rights or immunities afforded to the Town pursuant to Colorado law and is not an indemnity for the County from the Town for any other purpose.
- b) It is agreed that the Town shall not be liable for the direct payment of any salaries, wages, or other compensation to any county personnel performing services under this Agreement.
- c) It is agreed that the Town shall not be liable for workers compensation or unemployment insurance for any of the Sheriff's employees for injuries or sickness arising out of their employment by the Sheriff. The County shall to the extent of County insurance cover such liability, defend and hold harmless the Town against any such claims and provide any required workers' compensation insurance program and unemployment insurance coverage for Sheriff's employee. Any release, hold harmless and indemnity given hereunder shall not constitute a waiver of any rights or immunities afforded to the County under Colorado Revised Statutes § 24-10-101 *et seq.*
- d) Payment for Services Delivered
- e) The Town hereby agrees to payment of \$7,200 per quarter for a total of \$28,800.00 for the full contract term as specified in Section 10.
- f) The Town will make equal payments quarterly to the Larimer County Sheriff's Office. Payments will be made by the 15th of month for March, June, September, and December.
- g) The payments specified in paragraph 6 of this Agreement shall be fixed for the term of this Agreement. The parties agree to negotiate cost on a yearly basis.

6. Termination of the Agreement

- a) Either party shall have the right to terminate this Agreement at any time provided that the party wishing to terminate provide the other party at least one hundred and eighty (180) days written notice of its intention to terminate. In the event that either party elects to terminate this Agreement during its term or fails to agree to renewal as provided in this agreement, the Town shall be liable for payment in full to the County for its services to the date of termination of this Agreement, regardless of which party terminates.

7. Liaison Between the Parties

- a) It is agreed that the Sheriff shall have the full cooperation of the Town, its officers, agents, and employees, so as to facilitate the performance of this Agreement.
- b) It is agreed that for the purpose of maintaining cooperation, local control, and general information on existing complaints and problems in the Town, the Town's Police Chief shall be the channel through which written and oral communication shall be directed between the County (Sheriff's Office) and the Town.

8. Renewal and Modification of the Agreement

- a) This Agreement may be renewed on an annual basis, conditioned upon a re-negotiation of the terms, payment, and services provided in the renewal agreement. Failure to reach an agreement on these terms prior to December 31, 2014 shall result in immediate termination of this agreement.
- b) Any changes to this agreement, including the increase or decrease of compensation or hours, which are mutually agreed upon by and between the County and the Town, shall be made only by written amendment signed by the parties and attached and incorporated into this contract.
- c) Nothing in this Agreement shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution, Article X, Section 20. Notwithstanding any other provision of this Agreement, the Town's obligations under this Agreement are subject to annual appropriation by the Town Council. Any failure of a Town Council annually to appropriate adequate monies to finance the Town's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to the County of any failure to appropriate such adequate monies. Nothing in this subsection shall be construed to relieve the Town of its obligations to pay the County for services delivered prior to notice of non-appropriation.

9. Term of Agreement

- a) This Agreement shall be effective upon the first day of January 1, 2014 through the thirty-first day of December, 2014.

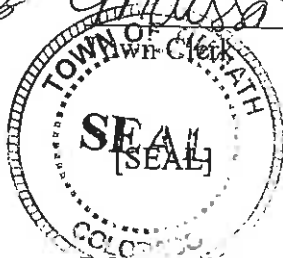
IN WITNESS WHEREOF, the Town of Timnath, by resolution duly adopted by its governing body, caused this Agreement to be signed by its Town Manager and attested by its Town Clerk, and the County of Larimer, by the Board of County Commissioners and subscribed by the Larimer County Sheriff.

TOWN OF TIMNATH

ATTEST:

April Deitchman 10/23/13
Town Manager Date

Missy Peters 10-23-13
Date



ATTEST:

Denise M. Gural 11/19/13
Deputy Clerk Date

BOARD OF COUNTY COMMISSIONERS
OF LARIMER COUNTY

By: Steve Johnson 11-19-13
Chair Date

APPROVED:

[Signature] 10 31-13
Larimer County Sheriff Date

APPROVED AS TO FORM:

[Signature] 11/9/13
Senior County Attorney Date