

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 1, SERIES 2015**

**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.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH ON JANUARY 12, 2015,

TOWN OF TIMNATH, COLORADO



Jill Grossman-Belisle, Mayor

ATTEST:



Milissa Peters, Town Clerk

Brian Williams - Acting Town Clerk



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

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
LARIMER COUNTY, COLORADO AND THE TOWN OF TIMNATH COLORADO**

TABLE OF CONTENTS

SECTION	TITLE	PAGE
	RECITALS.....	2
1.0	SCOPE OF SERVICES.....	2
2.0	STAFFING AND SERVICE LEVELS.....	3
3.0	ADMINISTRATION OF PERSONNEL.....	3
4.0	RESOURCES TO BE PROVIDED BY THE TOWN.....	5
5.0	INDEMNIFICATION.....	5
6.0	TERM OF AGREEMENT.....	6
7.0	RIGHT OF TERMINATION.....	6
8.0	BILLING RATES.....	7
9.0	PAYMENT PROCEDURES.....	7
10.0	NOTICES.....	8
11.0	AMENDMENTS.....	8
12.0	AUTHORIZATION WARRANTY.....	9
13.0	ENTIRE AGREEMENT.....	9
	SIGNATURES.....	10
	ATTACHMENT A: Statement of Work and Budget Agreement.....	11

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
LARIMER COUNTY, COLORADO AND THE TOWN OF TIMNATH, COLORADO**

THIS AGREEMENT, is made and entered effective the 1st day of January, 2015, 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 is desirous of contracting with the County for the performance of law enforcement services through the Larimer County Sheriff's Office (hereinafter referred to as "Sheriff" or "Sheriff's Office"); and

WHEREAS, the County is agreeable to rendering such law enforcement services on the terms and conditions set forth in this Agreement; and

WHEREAS, such law enforcement services agreements are authorized and provided for by the provisions of Colorado Revised Statutes §29-1-203 and §30-11-410.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

1.1 The County agrees, through the Sheriff, to provide general law enforcement services within the corporate limits of the Town to the extent and in the manner hereinafter set forth in this Agreement. Annually, the Sheriff and Town will negotiate the budget, which sets forth the level of services provided and the associated costs (See section 2 for details).

1.2 Except as otherwise specifically set forth in this Agreement, such services shall be the basic level of services which are provided for unincorporated areas of Larimer County.

1.3 **Contracted Law Enforcement Services** - General law enforcement services performed hereunder may include, if requested by the Town and included on the annual Statement of Work and Budget Agreement (See Section 2): supplemental sworn officer support, supplemental security support, and supplemental professional civilian support staff.

- 1.4 **Training & Equipment** - The Sheriff will provide equipment, training, uniforms, vehicles, and supplies for deputies provided hereunder, on the same basis as the Sheriff provides to deputies assigned outside of the Town, adequate to provide the services agreed to hereunder.
- 1.5 **Police Records Management** - See Addendum
- 1.6 **Dispatch Services** - See Addendum.
- 1.7 **Evidence Storage and Processing** See Addendum

2.0 STAFFING AND SERVICE LEVELS

- 2.1 **Overtime/Extraordinary Investigations** - In the event that the deputies assigned to the Town under this Agreement incur overtime expenses above the amount budgeted, the Sheriff shall pay such excess, except in situations where the overtime expense is incurred because of an extraordinary criminal investigation that occurs within the Town limits. In cases of an extraordinary criminal investigation, the Town and Sheriff will meet to discuss cost sharing of overtime expenses, forensic examination expenses, expert analysis expenses and other expenses incurred that are specific to that investigation. The Sheriff determines when an investigation becomes an extraordinary criminal investigation and notifies the Town Administrator of said determination.
- 2.2 **Special Event Staffing** – When the Town requires additional staffing for special events, beyond what the contract officers can supply, the Sheriff will work with the Town to provide extra staffing. Volunteers, such as Reserve Deputies, Posse, and Explorers may be used, when available and appropriate, to supplement staffing. If extra-duty deputies are required/requested, the Town will be financially responsible for compensating the County for the hours worked by these officers at the contractual extra-duty rate charged by the Sheriff's Office.

3.0 ADMINISTRATION OF PERSONNEL

- 3.1 The rendition of the services performed by the Sheriff's Office, the standards of performance, the discipline of deputies, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

- 3.2 Any complaints of violation of law or policy by Sheriff's deputies assigned to the Town shall be made by the Town or other complaining person in writing, directed to the Sheriff and in compliance with the Sheriff's policy and procedure for Internal Affairs investigations. Pursuant to that policy, the Sheriff or his designee, shall inform the Town in writing when any such complaint is received, including the name of the deputy complained against and the nature of the complaint. The Sheriff, or his designee, shall also notify the Town that the issue has been addressed after the Sheriff's internal investigation has been completed.
- 3.3 With regard to Section 3.2, the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 3.4 All Town employees who work in conjunction with the Sheriff's Office pursuant to this Agreement shall remain employees of the Town and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No Town employee as such shall become employees of the County unless by specific additional agreement in the form of a merger agreement which must be concurrently adopted by the Town and the County.
- 3.5 The Parties agree that the relationship of the Sheriff to the Town under this Agreement is that of an independent contractor. In this capacity, and for the sole purpose of providing the services contracted for hereunder, the Sheriff may be considered to be an agent of the Town; for all other purposes, however, the Sheriff and his deputies provided under this Agreement shall be considered to be officials or employees of Larimer County and not employees of the Town. All other persons who are employed by or acting as agents of the Town shall be considered to be employees or agents of the Town and not of the Sheriff. No person who is not a deputy of, employed by, or expressly commanded by, the Sheriff in the course of providing law enforcement services hereunder shall be considered to be an agent or employee of the Sheriff for any purpose.
- 3.6 The Town shall not be called upon to assume any liability for the direct payment of any Sheriff's Office salaries, wages, or other compensation to any County personnel performing services hereunder for said Town.
- 3.7 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 allowed by law and to the limit 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 Sec. 24-10-107, et. Seq. C.R.S. 1973.

3.8 Municipal and County Court - See Addendum

3.9 The Sheriff acknowledges that personnel assigned to the Town have been notified of their duty to cooperate with state and federal officials with regards to enforcement of state and federal laws

4.0 RESOURCES TO BE PROVIDED BY THE TOWN

4.1 For the purpose of performing said general law enforcement services, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.

4.2 Notwithstanding the foregoing, the Town may provide additional resources for the County to utilize in performance of the services.

4.3 It is expressly further understood that in the event a local office or building is maintained in said Town, such local office or building may be used by the Sheriff in connection with the performance of his duties in territory outside of the Town, provided, however, that the performance of such outside duties shall not be at any additional cost to the Town.

5.0 INDEMNIFICATION

5.1 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. The Town shall ensure the County is listed as an additionally insured on all liability policies and that such insurance coverage extends to

the County regardless of whether the Town is legally authorized to indemnify

- 5.2 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.
- 5.3 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.*

6.0 TERM OF AGREEMENT

- 6.1 The term of this Agreement shall be from January 1, 2015 through December 31, 2015, unless sooner terminated or extended as provided for herein.
- 6.2 At the option of the Board of County Commissioners and with the consent of the Town Council, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.
- 6.3 Nine (9) months prior to the expiration of this Agreement, the parties shall meet and confer in good faith to discuss the possible renewal or extension of this Agreement pursuant to Section 6.2 above. The parties shall reach an agreement as to the terms of any renewal or extension period no later than six (6) months prior to the expiration of this Agreement. Absent mutual agreement by the parties within that time frame, this Agreement shall expire at the conclusion of the then-existing term.
- 6.4 The Level of Service and Budget Agreement (Attachment A) will be updated annually as set forth in Section 2.0 of this agreement.

7.0 RIGHT OF TERMINATION

- 7.1 This Agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least one hundred eighty

(180) days before the date specified for such termination.

7.2 Notwithstanding any provision herein to the contrary, the Town may terminate this Agreement upon notice in writing to the County given within sixty (60) days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this Agreement shall terminate sixty (60) calendar days from the date of the Town's notice to the County.

7.3 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 BILLING RATES

8.1 The Town shall pay the County for the services provided under the terms of this Agreement at the rates set forth in the Statement of Work and Budget Agreement (Attachment A).

8.2 The rates set forth in the Statement of Work and Budget Agreement (Attachment A) shall be readjusted agreed upon by the County and Town annually effective January 1 of each year, and attached hereto as an Amendment to this Agreement.

8.3 The Town shall be billed based on the service level provided within the parameters of the Statement of Work and Budget Agreement (Attachment A).

8.4 The cost of other services requested pursuant to Section 2.1 or 2.2 of this Agreement and not set forth in Attachment A shall be billed at the contractual extra-duty rate charged by the Sheriff's Office or at a rate agreed upon by the Town and Sheriff.

9.0 PAYMENT PROCEDURES

9.1 The Town will pay the County one fourth (1/4) of the contract amount quarterly, as indicated on ATTACHMENT A. The County, through the Sheriff, shall render to said Town within ten (10) days after the close of each quarter a summarized invoice which covers all services performed during said quarter, and said Town shall pay the County for all undisputed amounts within sixty (60) days after date of said invoice.

9.2 If such payment is not delivered to the County office which is described on said

invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the Town shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) days after the dispute resolution is memorialized.

9.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

10.0 NOTICES

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices for the Sheriff/County:

Larimer County Sheriff
2501 Midpoint Dr.
Fort Collins, Co 80525

and

Larimer County Attorney's Office
224 Canyon Avenue - Suite 200
Fort Collins, Co 80521

Notices for the Town:

Town Of Timnath
Attn: Town Manager
4800 Goodman Street
Timnath CO. 80547

11.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by the Board of County Commissioners and an authorized representative of the Town. Notwithstanding, the Sheriff or his designee is hereby authorized to execute on behalf of the County any Amendments and/or supplemental agreements referenced in Sections 1.3, 1.6, 2.0, 8.2, 8.4 and 9.2 of this

Agreement.

12.0 AUTHORIZATION WARRANTY

12.1 The Town represents and warrants that the person executing this Agreement for the Town is an authorized agent who has actual authority to bind the Town to each and every term, condition, and obligation of this Agreement and that all requirements of the Town have been fulfilled to provide such actual authority.

12.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

13.0 ENTIRE AGREEMENT

This Agreement, Attachment A, and any executed Amendments thereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 11.0, Amendments, of this Agreement.

ATTACHMENT A

2015 STATEMENT OF WORK AND BUDGET AGREEMENT BY AND BETWEEN COUNTY OF LARIMER AND TOWN OF TIMNATH

This Statement of Work and Budget Agreement is for the calendar year 2015. It will be in effect from January 1, 2015 through December 31, 2015, unless superseded by a new agreement.

1.0 SCOPE OF WORK

The County, through the Sheriff's Office, will provide the services of full-time sworn deputies, supervisors, investigators, and one part-time sworn School Resource Officer to assist the Town with law enforcement activities as more specifically described below. 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.

Municipal Court

- e) 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.
- f) 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.

Personnel and Equipment

- g) It is agreed that the County shall furnish and supply all labor, supervision, equipment, training, communication facilities for dispatching, cost of jail detention (for misdemeanor and felony charges only) and supplies necessary to maintain the services to be rendered herein.
- h) 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.
- i) The Town will provide to the County access to the Town Administrative Building facilities and equipment for administrative use.

2.0 SUPERVISOR

The Supervisor will be responsible for the supervision of law enforcement and public safety operations for the Town, as needed during periods that Police Officers of the Town are off or unavailable. The Supervisor will work closely with the Police Chief and the Town Manager to exchange information, ensure the Sheriff is meeting expectations and is in compliance with this agreement, and to determine the needs of the Town and define priorities and goals for the Town's law enforcement activities.

3.0 PATROL DEPUTIES

When called upon, deputies will assist the Town in providing law enforcement services as necessary during periods when Police Officers of the Town of Timnath are unavailable. Calls for service will be handled by regular on-duty Sheriff's deputies in the same manner and level as they cover unincorporated areas of the County.

Contracted patrol services shall include, but not be limited to, the following: enforcement of Colorado state statutes and county and municipal ordinances, general traffic enforcement; business checks by foot patrol or by vehicle; vacation checks of private residences (as requested); investigation of traffic accidents; and, investigation of criminal offenses.

4.0 INVESTIGATOR

The Sheriff will assign an Investigator as needed to assist with Town cases. The Investigator will be expected to provide case investigative assistance to the town as needed.

5.0 SCHOOL RESOURCE OFFICER

The School Resource Officer's primary function, during the school year, will be working in the Poudre District Schools to provide law enforcement services and security within the schools. The Officer will split their SRO time according to the contract with the Town(s) and will supplement Town patrol coverage by performing general law enforcement duties when practical and appropriate.

6.0 CONTRACT WORK HOURS

In general, service hours will include assistance to Town Officers as requested and response to incidents requiring law enforcement assistance after hours and when Town Police services are not staffed.

School Resource services as outlined in the Agreement between the Poudre School District R-1, The Town of Wellington and Larimer County for the School Resource Officer Program.

The actual time periods spent in providing patrol services shall be dependent upon several factors including, but not limited to, the day of the week, the time of the month, school day versus non-school day, holiday, etc.

7.0 CHANGES TO LEVEL OF SERVICE

Changes to the level of services requested, including scheduled temporary or emergency staffing needs will be provided as set forth in Section 2 of the Municipal Law Enforcement Services Agreement.

Liaison Between the Parties

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.

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.

1.0 BUDGET/COSTS FOR SERVICES PROVIDED

For 2014 Calendar year (January 1, 2015 through December 31, 2015)

Resource	Type	Hours Per month	Yearly Salary/Cost Per Unit	Additional Costs/Benefit Costs (45.65%)	Total Cost Per Unit	Number Of Units Requested	Total Yearly Cost For Resource
School Resource Officer	Sworn Full-Time (non-relief)	* As determined in the SRO Agreement	**\$11,420.00			1	**\$11,420
Current Services as provided.							\$ 33,120.00
						Total	\$44,540
						Quarterly Payments	\$ 11,135.00

** This cost is the Town's share of the position. The School District will cover the other half of the School Resource Officer's salary

TOWN OF TIMNATH

ATTEST:

[Signature] 1-12-15
Mayor Date

Milissa Peters 1-12-15
Town Clerk Date

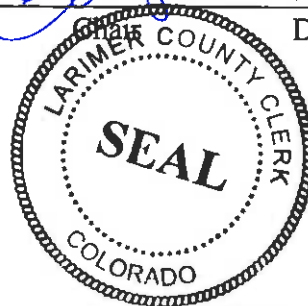


BOARD OF COUNTY COMMISSIONERS
OF LARIMER COUNTY

ATTEST:

Dana Spolley 2/3/15
Deputy Clerk Date

By: *[Signature]* 2/3/15
Date



SHERIFF:

APPROVED AS TO FORM:

[Signature] 1-22-15
Larimer County Sheriff Date

[Signature] 1/29/15
Senior County Attorney Date