

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 22, SERIES 2015**

**A RESOLUTION PROVIDING FOR THE RATIFICATION OF A MEMORANDUM
OF UNDERSTANDING BETWEEN THE TOWN OF TIMNATH AND TIMNATH
POLICE DEPARTMENT WITH THE LARIMER COUNTY SHERIFF'S OFFICE
FOR EXTRA DUTY WORK**

WHEREAS, the County of Larimer (the "County") is a political subdivision of the State of Colorado duly organized and existing in accordance with Colorado Law and the Town of Timnath (the "Town") is a home rule municipality duly organized and existing in accordance with Colorado law;

WHEREAS, pursuant to C.R.S. Section 29-1-203(1), the County of Larimer and the Town of Timnath are authorized to cooperate with one another to provide any function or service lawfully authorized to each and are therefore each authorized under C.R.S. Section 29-1-203(1) to enter into a memorandum of understanding for police services; and

WHEREAS, the County Sheriff's Office ("SO") and the Town of Timnath Police Department ("TPD") have entered into a Memorandum of Understanding dated April 14, 2015, (the "Memorandum"), attached hereto as Exhibit A, to provide routine and emergency law enforcement services at the County-owned fairgrounds and events complex known as the "Ranch," during special occasions and when increased law enforcement services are needed; and

WHEREAS, the Memorandum provides that TPD officers will provide services in an extra duty capacity at the Ranch; and

WHEREAS, the Town Council recognizes that cooperative and coordinated multi-jurisdiction law enforcement is the most effective and efficient way to impact criminal activity and to alleviate the strain on law enforcement resources devoted to problems that cross jurisdictional boundaries.

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOWS:

Section 1. Ratification.

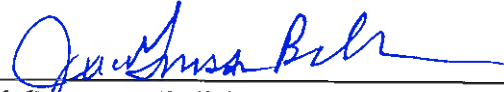
The Memorandum is hereby ratified.

Section 2. Effective Date

This Resolution shall be effective upon April 14, 2015

INTRODUCED, MOVED, AND ADOPTED THIS 14TH DAY OF APRIL, 2015.

TOWN OF TIMNATH, COLORADO



Jill Grossman-Belisle

ATTEST:



Milissa Peters, Town Clerk



EXHIBIT A

**Memorandum of Understanding By and Between the Larimer County Sheriff's
Office, and the Town of Timnath and Timnath Police Department**

MEMORANDUM OF UNDERSTANDING

By and Between

The Larimer County Sheriff's Office and The City of Timnath and Timnath Police Department

This Agreement is made and entered into this 5 day of May, 2015 (the "Effective Date"), by and between the Larimer County Sheriff's Office and Larimer County, a political subdivision of the State of Colorado and the Town of Timnath, Colorado, a municipal corporation on behalf of Timnath Police Department collectively referred to as the Parties.

RECITALS

Whereas, the County of Larimer is a political subdivision of the State of Colorado duly organized and existing in accordance with Colorado law and the Town of Timnath is a home rule municipality duly organized and existing in accordance with Colorado law; and

Whereas, pursuant to C.R.S. Section 29-1-203(1), the County of Larimer and the Town of Timnath are authorized to cooperate with one another to provide any function or service lawfully authorized to each and are therefore each authorized under C.R.S. Section 29-1-203(1) to enter into this Agreement; and

Whereas, the Parties recognize that cooperative and coordinated multi-jurisdiction law enforcement is the most effective and efficient way to impact criminal activity and to alleviate the strain on law enforcement resources devoted to problems that cross jurisdictional boundaries within Larimer County and more specifically at property owned by Larimer County known as the Larimer County Fairgrounds and Events Complex known (the "Ranch").

NOW, THEREFORE, in consideration of the Parties' mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Purpose.** The purpose of this Memorandum of Understanding is to set forth, define and establish mutual agreements, understandings, and obligations by and between the Larimer County Sheriff's Office ("SO") and the Town of Timnath, Colorado, on behalf of Timnath Police Department ("TPD") to provide routine and emergency law enforcement services at the Ranch during special occasions and when increased law enforcement service resources are needed.
 - 1.1. The Incident Command System ("ICS") for management will be the primary structure during multi-agency staffed events. This will include major shows at the Budweiser Events Center, the Larimer County Fair, and other events which require traffic and

security services. The SO will provide an Incident Commander for all such events and will be responsible for managing law enforcement services.

- 1.2. Because the SO and TPD agree to work under the ICS, law enforcement officers may be asked to work a temporary duty assignment for a supervisor from the other agency, (*i.e.*, a TPD police officer may work an assignment and be supervised by a SO supervisor, Loveland Police Department supervisor, or a Fort Collins Police supervisor). During any given event, job positions and staffing will be clearly defined in the Incident Action Plan (IAP).
- 1.3. The SO will further be responsible to develop a traffic and parking plan to ensure the smooth flow of traffic during events. The plan will be provided to the Loveland Traffic Engineering Department for approval. The SO will obtain all necessary permits from the City of Loveland and the Colorado Department of Transportation for traffic direction and control.
- 1.4. The SO will provide a qualified lieutenant to coordinate all law enforcement needs and services with the Ranch staff. The SO lieutenant will work with a TPD representative to ensure that necessary resources are coordinated to meet the community's needs.
2. **Compensation.** Routine and common law enforcement services will be handled normally and will not be additionally compensated; however, during special events when additional monetary compensation is necessary to hire law enforcement officers, the SO will negotiate with the Ranch management to determine a fair monetary amount. With the exception of mandatory felony filings related to enforcement action taken by TPD personnel at the Ranch, all subsequent related actions taken by officers, such as court appearances, will be the financial responsibility of TPD.
 - 2.1. The hourly compensation for law enforcement officers working assignments at the Ranch may periodically change. The agreed upon amount will be authorized through an addendum to this Agreement.
 - 2.2. The SO lieutenant will ensure that invoices for work outlining the proper compensation are completed and submitted to the Ranch staff for payment. The Ranch or the SO will issue funds to pay law enforcement work by TPD personnel within 45 days of the work being performed. TPD will be responsible for paying its employees; the Ranch will not make direct payments to individual officers.
3. **Personnel.** The SO will determine the appropriate number of officers needed for traffic and security concerns for events at the Ranch as provided by the IAP. The SO will identify the number of law enforcement officers it cannot cover and make a request to TPD to help meet those staffing needs.
 - 3.1. A request outlining the specific personnel needs for each event will be given to the designated TPD representative. The request will include the number of personnel, the date and time of the event, the estimated duration of the event, and where and when officers should report for duty. TPD will make reasonable attempts to meet the requested needs. If it is not possible for TPD personnel to fill the requested staffing

requests, the TPD representative will send notification to the SO lieutenant as soon as possible. TDP officers will be granted user rights for the internal scheduling of events. This will allow TPD officers the ability to sign up for events as their schedule allows.

- 3.2. When personnel are assigned to fulfill work requests, TPD agrees to provide a POST certified and equipped police officer.
 - 3.3. Although TPD officers may be supervised during an event by a SO supervisor, TPD remains responsible for the actions of its personnel. The Parties agree that nothing in this Agreement is intended to replace any policies or procedures established and used by TPD.
 - 3.4. The SO will provide any necessary training or orientation to TPD officers prior to them working at the Ranch. TPD will only assign officers who have been trained for work at the Ranch to fill the SO request.
4. **Indemnification.** The Parties acknowledge that each are governmental entities that may not be permitted under current Colorado law to indemnify another entity, and further acknowledge that each party's agreement to indemnify the other is limited by applicable constitutions, statutes and case law. As such, to the extent expressly authorized by law, and consistent with the requirements of the Colorado Governmental Immunity Act (C.R.S. Section 24-10-101, et seq.), the Parties hereby indemnify and hold harmless the others from any loss, liability or damage, including attorneys' fees that each party may incur arising out of any negligent acts or omissions of the others in exercising authority in another jurisdiction granted under this Agreement. No term or condition in this Agreement shall constitute a waiver of any provision of the Colorado Governmental Immunity Act.
 5. **Liability.** The Parties acknowledge that each is a governmental entity that may be covered by the Colorado Governmental Immunity Act.
 - 5.1. The Parties agree that during the time a Peace Officer employed by a Party exercises their authority under this agreement to enforce state laws or effectuate an arrest throughout Larimer County, any liability which accrues under the provisions of the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, et seq., on account of a negligent or other tortious act or omission of the Peace Officer while exercising authority under this agreement throughout Larimer County shall be imposed upon the Party employing such Peace Officer.
 - 5.2. Each Party, to the extent permitted by federal and state law, shall be liable for the acts or omissions of its respective personnel. Nothing herein shall be deemed a waiver of the notice requirements, defenses, immunities and limitations of liability that the Parties and their respective officers and employees may have under the Colorado Governmental Immunity Act (C.R.S. Section 24-10-101, et seq.) and under any other law.
 - 5.3. Each Party, to the extent permitted by law, waives all claims and causes of action against the other Parties for compensation, damages, personal injury or death occurring as a consequence, direct or indirect, of the exercise of authority under this Agreement. Each Party shall be responsible for any worker's compensation claims filed by its respective

personnel arising from injuries sustained as a result of exercising authority under this agreement within the course and scope of their employment.

6. **Effective Date.** This Memorandum of Understanding will begin as of the Effective Date noted above and remain in effect until rescinded by one or both of the parties. Any signatory may terminate this agreement by delivering a 60-day written notice of termination, signed by its designated representative, to the designated representatives of each of the other signatories.
7. **No Third Party Beneficiaries.** This Agreement is made for the sole and exclusive benefit of the Parties hereto and shall not be construed to be an agreement for the benefit of any third party or parties and no third party shall have a right of action hereunder for any cause whatsoever.
8. **Waiver.** No waiver by any of the Parties hereto of any of the terms and conditions of this Agreement shall be deemed to be or be construed as a waiver of any other term or condition of this Agreement, nor shall a waiver of any breach of this Agreement be deemed to constitute a waiver of any subsequent breach of the same provision of this Agreement.
9. **Severability.** If any provision of this Agreement, or the application of such provision to any person, entity or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons, entities, or circumstances other than those in which it is held invalid, shall not be affected thereby.
10. **Relationship of Parties.** The Parties hereto enter into this Agreement as separate and independent governmental entities and each shall maintain such status throughout the term of this Agreement.
11. **Signature Authority.** The persons who sign and execute this Agreement represent that they are duly authorized to execute this Agreement in their individual or representative capacity.
12. **Binding Effect.** The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
13. **Counterpart Signatures.** The Parties agree that counterpart signatures of this Agreement shall be acceptable and that execution of the Agreement in the same form by each and every party shall be deemed to constitute full and final execution of the Agreement.

LARIMER COUNTY SHERIFF'S OFFICE

By: _____
Justin E. Smith, Sheriff
Larimer County, Colorado

Date: _____

LARIMER COUNTY, COLORADO

By: _____
Linda Hoffmann, County Manager
Larimer County Board of County
Commissioners

Date: _____

TIMNATH POLICE DEPARTMENT

By: Sherrri Wagner
Sherrri Wagner, Chief of Police
Timnath, Colorado

Date: 4/15/15

TOWN OF TIMNATH

By: April Getchius
April Getchius, Town Manager
Timnath, Colorado

Date: 4/15/15

LARIMER COUNTY SHERIFF'S OFFICE

By: *JES*
Justin E. Smith, Sheriff
Larimer County, Colorado

Date: 4-29-15

TIMNATH POLICE DEPARTMENT

By: *Sherri Wagner*
Sherri Wagner, Chief of Police
Timnath, Colorado

Date: 4/15/15

LARIMER COUNTY, COLORADO

By: *Linda Hoffmann*
Linda Hoffmann, County Manager
Larimer County Board of County
Commissioners

Date: 5-5-15

TOWN OF TIMNATH

By: *April Getchius*
April Getchius, Town Manager
Timnath, Colorado

Date: 4/15/15

DATE 5/4/15
APPROVED AS TO FORM
[Signature]
SENIOR COUNTY ATTORNEY

**FIRST ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE LARIMER COUNTY SHERIFF AND THE TIMNATH POLICE
DEPARTMENT**

This First Addendum to the Memorandum of Understanding by and between the Larimer County Sheriff's Office and the Town of Timnath, Colorado on behalf of Timnath Police Department, is entered into by and between the Larimer County Sheriff and Larimer County, a political subdivision of the State of Colorado, and the Town of Timnath, Colorado, a municipal corporation, on behalf of Timnath Police Department ("TPD").

WHEREAS, the Parties entered into that certain agreement, Memorandum of Understanding by and between the Larimer County Sheriff's Office and the Town of Timnath, Colorado, on behalf of Timnath Police Department (the "Agreement"), for law enforcement services to be performed at the Larimer County Fairgrounds and Events Complex known as the Ranch; and

WHEREAS, the Agreement provides that compensation rates for law enforcement services will be identified in an addendum to the Agreement, and the parties now seek to set such rates in this First Addendum.

NOW, THEREFORE, by and in consideration of the terms of the Agreement, the terms of this First Addendum and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree to the following:

1. General Rate. Pursuant to Section 2 of the Agreement the general compensation rate shall be:
 - a. For non-supervisory services by law enforcement officers \$ 45.00 dollars per hour or portion of hour; and
 - b. For supervisory services by law enforcement officers NA dollars per hour or portion of hour.
2. Effective Date. These compensation rates shall remain in effect until amended by written agreement of the Parties or termination of the Agreement.

LARIMER COUNTY SHERIFF'S OFFICE TIMNATH POLICE DEPARTMENT

By: _____
Justin E. Smith
Sheriff, Larimer County

By: Sherri Wagner
Sherri Wagner
Chief of Police, Timnath, Colorado

Date: _____

Date: 4/15/15

LARIMER COUNTY, COLORADO

CITY OF TIMNATH

By: _____
Linda Hoffmann, County Manager
Larimer County Board of County
Commissioners

By: April Getchius
April Getchius, Town Manager
Timnath, Colorado

Date: _____

Date: 4/15/15

**FIRST ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING
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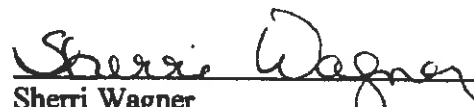
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LARIMER COUNTY SHERIFF'S OFFICE TIMNATH POLICE DEPARTMENT


By: 
Justin E. Smith
Sheriff, Larimer County

Date: 4-24-15

By: 
Sherri Wagner
Chief of Police, Timnath, Colorado


Date: 4/15/15

LARIMER COUNTY, COLORADO

By: 
Linda Hoffmann, County Manager
Larimer County Board of County
Commissioners

Date: 5-5-15

CITY OF TIMNATH

By: 
April Getchius, Town Manager
Timnath, Colorado

Date: 4/15/15