AGENDA
SPECIAL Timnath Town Council Meeting
6:00 PM - Monday, April 22, 2019
4800 Goodman Street, Timnath, Colorado

1. CALL TO ORDER AND ROLL CALL

2. AMENDMENTS TO THE AGENDA

3. PUBLIC COMMENT

4. CONSENT AGENDA
   4.1. Approval of the April 09, 2019, Town Council Meeting Minutes
       Timnath Town Council - 09 Apr 2019 - Minutes
   4.2. April 23, 2019 Check Register
       April 23, 2019 Check Register

5. REPORTS
   5.1. Mayor and Council Reports

6. BUSINESS
   6.1. A Resolution Approving the Architectural and Engineering Design Services for
       Public Work Expansion of the Administration Building
       Presented By: Don Taranto
       Staff Report - Pdf
       CouncilPurchase Auth
       RESOLUTION NO. 25, SERIES 2019 APPROVAL OF PUBLIC WORKS EXPANSION
       ALM2S contract
   6.2. A Resolution Approving the Agreement Between Town of Timnath and Poudre
       School District for the School Resource Officer Program
       Presented By: Robert Wynkoop
       Staff Report - Pdf
       Resolution for SRO 2019-2020
       Timnath School Resource Officer Program Contract 2019-04-07

7. ADJOURNMENT

DISCLAIMER
ADA Disclaimer: The Town of Timnath will make reasonable accommodations for access to Town services, programs, and activities and will make special communication arrangements for persons with disabilities. If you need reasonable accommodation please notify us 24 hours in advance of the service, program or activity. Please call 970-224-3211 (TTY: Dial 711 or 800-659-3656 for Relay Colorado assistance).
MINUTES
Timnath Town
Council Meeting
6:00 PM - Tuesday, April 9, 2019
4800 Goodman Street, Timnath, Colorado

PRESENT: Mayor Pro Tem Aaron Pearson, Councilmember Bill Neal, Councilmember Lisa Laake, and Councilmember Rick Collins

EXCUSED: Mayor Jill Grossman-Belisle

1 CALL TO ORDER AND ROLL CALL 6:00 P.M.

2 AMENDMENTS TO THE AGENDA

3 PUBLIC COMMENT

4 CONSENT AGENDA
   a) Approval of the March 26, 2019, Town Council Meeting Minutes
   b) April 9, 2019 Check Register

   Councilmember Bill Neal made a motion to approve the consent agenda. Councilmember Lisa Laake seconded the motion. CARRIED unanimously.

5 REPORTS
   a) Mayor and Council Reports

   Mayor Pro Tem mentioned the tentative opening of the New Town Center on May 28th.

6 BUSINESS
   a) RESOLUTION NO. 20, SERIES 2019, A Resolution Proclaiming MAY 2019 as Mental Health Awareness Month

   • Ms. Getchius spoke to Council about the proposed resolution.
   • Rachel Iverson quoted Abraham Lincoln and spoke about the importance of mental health awareness. She spoke about mental
illness in our community and within our families.
  • Tom Gonzales spoke as a representative of the Larimer County Public Health and asked for the Council's support.
  • Kelsey Lyon, Health Specialist spoke about mental health and emotional well-being, being a priority in Larimer County.

Councilmember Bill Neal made a motion to approve RESOLUTION NO. 20, SERIES 2019, A Resolution Proclaiming MAY 2019 as Mental Health Awareness Month. Councilmember Lisa Laake seconded the motion. CARRIED unanimously.

b) RESOLUTION NO. 21, SERIES 2019, A Resolution Approving An Independent Contractor Agreement With Waypoint Real Estate, LLC For Town Center Building Maintenance

  • Ms. Getchius spoke to Council about the proposed resolution.

Councilmember Rick Collins made a motion to approve RESOLUTION NO. 21, SERIES 2019, A Resolution Approving An Independent Contractor Agreement With Waypoint Real Estate, LLC For Town Center Building Maintenance. Councilmember Lisa Laake seconded the motion. CARRIED unanimously.

c) RESOLUTION NO. 22, SERIES, 2019, Resolution approving police technician

  • Chief Wagner spoke to Council about the proposed resolution.
  • Councilmember Collins asked about maintenance and assistance for Public Works and Ms. Getchius explained the expected process.

Councilmember Bill Neal made a motion to approve RESOLUTION NO. 22, SERIES, 2019, Resolution approving police technician. Councilmember Lisa Laake seconded the motion. CARRIED unanimously.

d) RESOLUTION NO. 23, SERIES 2019, A resolution approving the Wildwing Subdivision Filing 2, Amendment 3 Preliminary Plat

  • Mr. Koelbel spoke to Council about the proposed resolution.
  • Mr. McMeekin spoke to Council about the preliminary plat being proposed.

Councilmember Lisa Laake made a motion to approve RESOLUTION NO. 23, SERIES 2019, A resolution approving the Wildwing Subdivision Filing 2, Amendment 3 Preliminary Plat. Councilmember Bill Neal seconded the motion. CARRIED unanimously.

e) RESOLUTION NO. 24, SERIES 2019, A Resolution Imposing a Temporary Moratorium on Consideration of Oil and Gas Permit Applications.

  • Mr. Rogers spoke to Council about the proposed resolution.
  • Councilmember Collins asked if there were any current or expected permits, and if there were, what would the process be with the moratorium and Mr. Rogers stated that because there were no pending permits, that any permit applications submitted after passage of the resolution would be
deferred until the conclusion of the moratorium.

- Councilmember Collins asked about penalties and expressed his concerns about the fiscal impact, the appearance of taking a sides, and noted that he did not think that 90 days would not be enough time to research all options given the length of the process at state level.
- Mr. Rogers stated that the 90 days gives staff and Council time to consider other options and actions being taken by other cities and towns, which would inform the development of a course of action. He additionally noted that the 90 days could be extended by subsequent council action, if deemed necessary by the council at a future date.
- Councilmember Collins expressed his concerns over possible citizen responses and bad publicity.
- Mr. Rogers stated that doing a moratorium gives the council more time to develop a final stance, and stated that staff’s intent in presenting the proposed administrative moratorium was provide an opportunity to make a more fully-informed decision on the topic before making a final decision in light of the very sudden change in regulatory options available to the Town.
- Councilmember Collins asked how many acres in the Town’s growth management area could come into play and Mr. Rogers answered that he was not sure what the exact acreage number would be, but that the town’s regulations would apply to any land annexed into the town during the moratorium period.
- Ms. Getchius stated that suspension would allow the Town and Council to get information before acting.
- Councilmember Collins stated that taking action without a problem would be limiting because after 90 days a decision would need to be reached.
- Councilmember Laake asked what the effect would be if we didn’t approve a moratorium, and Mr. Rogers explained that he did not think the Town would have the authority to delay action on a permit if it were submitted. He further explained the purpose of the moratorium as a “pause button” to give staff the time to research the issue and provide findings back to the council for consideration.
- Councilmember Laake reiterated that the moratorium would give the Town clear authority to defer the processing of a permit if someone applied for one during the moratorium period.
- Councilmember Collins stated the state has three years of permit back log at the state level, and that legislation won’t become law until 2020 if it didn’t contain an emergency clause.
- Mr. Rogers explained that, on a municipal level, if a moratorium is not in place the Town wouldn’t have the authority to indefinitely defer consideration of an application submitted in compliance with existing law.
- Councilmember Collins stated that the if a permit was approved by the State, that an applicant could move forward, and Mr. Rogers spoke of a two layer system for review. Under the new legislation, the town’s authority has changed significantly.
- Councilmember Collins asked if the Town had ever received a permit and Mr. Rogers explained that Larimer County received a permit two and a half years ago and that the Town entered into a road access agreement with the applicant as part of the process, and that the Town contractually
negotiated in several surface use requirements. Mr. Rogers clarified that, although the site was not in the boundaries of Timnath, it would require the use of Town roads, which gave the Town the ability to negotiate some protections contractually.

- Councilmember Neal asked if the Town had regulations and Mr. Rogers explained that the Town does have land use regulations that apply in the oil and gas context, but that there are inconsistencies with state level COGCC regulations that need to be addressed in the Town’s next set of regulations.

- In response to council’s questions, Mr. Rogers responded that if an application were to be filed tomorrow without a moratorium and the Town refused to process it, then there could be significant legal ramifications.

- Councilmember Collins reiterated the 180-day holding period after the Governor signs the bill and stated that the 180 days is more than the 90 day moratorium.

- Councilmember Neal stated that he was against Senate Bill 181 and that he does not want it to look like the Town is backing the bill. He asked if others would be open to changing the wording in the proposed resolution to a term other than “moratorium”.

- Councilmember Collins asked if other communities besides Adams County that have approved a moratorium. Mr. Rogers responded that he was not aware of any, but also noted that Senate Bill had been passed on April 4th, and given that there had only been two working days between the bill’s passage and the Council’s meeting on April 9th, that he would expect that Timnath’s council would have been among the first municipalities in the state to have an opportunity to consider the issue.

- Ms. Getchius stated that the bill passed 4 days prior to the council meeting and that there were no moratoriums during that period that she was aware of.

- Mayor Pro Tem Pearson stated his understanding of each councilmember’s perspective. He agreed that using the word moratorium conveys a political stance.

- Mr. Rogers stated that he expected to see other communities doing the same thing as what Staff is recommending now over the next month. He stated that the resolution could be titled differently if so desired by the council, and that the website could be revised to make it more clear that this resolution is not intended as a show of support for Senate Bill 181.

- Councilmember Neal asked what was pushing the moratorium tonight and not in 6 weeks, and Mr. Rogers stated that he didn't feel that the Town had adequate regulations in place at the moment to authorize deferral of processing of oil and gas permits.

- Councilmember Collins stated that if the state bill had not passed, the Planning Commission would have regulations on its calendar. Councilmember Collins and Mr. Rogers discussed the impacts of having the drafted regulations on the Planning Commission’s agenda so the public and courts could see that this issue has been/is being discussed and that the Town is trying to put something into place.

- Mayor Pro Tem asked if the resolution could be tabled and Mr. Rogers stated that it could be tabled but advised against it. He explained that with the passing of the bill, applicants may feel compelled to apply before a subsequently scheduled moratorium could be put in place.

- Councilmember Neal asked how the Town can protect itself from the
issue without using the term "moratorium".
• Mr. Rogers stated that the resolution could be amended to have a different title. He read the current title for the Council and stated that the language could be changed to an "administrative suspension" and not a moratorium.
• Councilmember Neal stated that he was trying to accomplish three things - protect the town, alleviate future legal issues, and avoid what sounds like political backing of the bill.
• Councilmember Collins stated that he didn't believe an oil and gas company would file an application in the next few days.
• Councilmember Laake stated she was fine with the wording or the change in wording. She also did not see harm in putting a hold, as unlikely as it may be, on processing applications.
• Mayor Pro Tem spoke about the need for Town to protect its self and that tabling the moratorium may be a problem.

Councilmember Bill Neal made a motion to approve RESOLUTION NO. 24, SERIES 2019, A Resolution Imposing a Temporary Moratorium on Consideration of Oil and Gas Permit Applications with the term "Administrative Suspension" to be substituted for the term "Moratorium" throughout the resolution. Councilmember Lisa Laake seconded the motion. CARRIED. 3-1 (opposed: Councilmember Rick Collins).

7 ADJOURNMENT 7:02 P.M.

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Mayor

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Town Clerk
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Dated: ________________________________

Mayor: ________________________________

City Council: ________________________________

City Recorder: ________________________________
Timnath Town Council Report

TO: Town Council
FROM: Don Taranto
DATE OF MEETING: April 22, 2019
TITLE / SUBJECT: A Resolution Approving the Architectural and Engineering Design Services for Public Work Expansion of the Administration Building

DESCRIPTION
A Resolution Approving the Architectural and Engineering Design Services for Public Work Expansion of the Administration Building

SUMMARY
The existing administration building requires an expansion to provide needed upgrades, vehicle storage, maintenance, and wash facility.

RECOMMENDATION
Approval

KEY POINTS
The public works department currently does not have sufficient room to store or properly maintain all equipment and vehicles. This request will allow for the design and bidding of the proposed expansion.

ADVANTAGES
Provides the design and bidding for required facilities.

DISADVANTAGES
None

FINANCIAL IMPLICATIONS
Expense of $34,500 is a budgeted item. The construction, if approved, will extend into 2020.

RECOMMENDED MOTION
I move to approve the resolution for the architectural and engineering design services for the public works expansion of the administration building.

ATTACHMENTS
Town Council Purchase Authorization

Date: 4/16/2019
Vendor: ALM2S
Department: Public Works
Project: Admin Building Expansion Design
Description: Design services for the proposed expansion to the admin building for public works.

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Financial Impact: Request is within budget.

Recommendation/Justification: Recommend approval.

[Signature]

Requesting Department Signature
Date: 4/16/19

[Signature]

4/18/2019

Town Manager Signature
Date: [ ]
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 25, SERIES 2019

A RESOLUTION APPROVING THE ARCHITECTURAL AND ENGINEERING
DESIGN SERVICES FOR PUBLIC WORKS EXPANSION OF THE
ADMINISTRATION BUILDING

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, the Town has included this project in its 2019 Capital Improvement Projects; and

WHEREAS, the Town Council is familiar with the Project and finds it to be in the best interest of the Town, its residents, and the general public to proceed with design;

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

Section 1. Approval
The required agreements and expenditure of funds up to $34,500 is hereby approved for the design of the public works expansion to the administration building. The required agreements may be finalized by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.


TOWN OF TIMNATH, COLORADO

________________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

________________________________________
Milissa Peters-Garcia, CMC
Town Clerk
INDEPENDENT CONTRACTOR AGREEMENT  
(Professional Services Agreement)  

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “Agreement”), is entered into as of the ____ day of __________________, 2018, by and between THE TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado (the “Town”), and ALM2S (the “Contractor”). The Town and the Contractor are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Town was organized pursuant to Title 31 of the Colorado Revised Statutes to provide certain services within its corporate boundaries; and

WHEREAS, the Town is authorized to contract for the provision of such services pursuant to § 31-15-101, et seq., C.R.S.; and

WHEREAS, fund have been budgeted and are available for the work to be performed by the Contractor under this Agreement, and other necessary approvals have been obtained; and

WHEREAS, the Town desires to engage the Contractor to render the services described in this Agreement; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES. The Contractor shall perform the services described in Exhibit A, attached hereto and incorporated herein by this reference (the “Services”): (a) using the degree of skill and knowledge customarily employed by other professionals performing similar services in the area of the Town; (b) pursuant to the Scope of Services specified in said Exhibit A; (c) in such a manner as to minimize, to the extent feasible, disruption to the residents, tenants, occupants and invitees within the Town; and (d) in compliance with all applicable federal, state, county and local or municipal body or agency statutes, ordinances and regulations, including, without limitation, any licensing, bonding, and permit requirements, and including without limitation, any such laws relating to storage, use or disposal of hazardous wastes, substances or materials. Exhibit A may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in Exhibit A, the terms in the body of this Agreement shall govern.
Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the Town in any manner whatsoever, except to the extent specifically provided in this Agreement.

2. TERM/RENEWAL.
   a. This Agreement shall be effective as of the date signed and shall terminate on the earlier to occur of: (i) termination pursuant to Section 19 hereof; (ii) completion of the Services; or (iii) December 31, 2019. Notwithstanding the foregoing, unless terminated pursuant to (i) or (ii) above, or unless the Town determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew for each succeeding year for an additional one (1) year term commencing January 1 of the next succeeding year.
   b. This Agreement is contingent upon and subject to approval by the Town Council. If such approval is granted after the effective date, the effective date shall be extended until such approval is received.

3. ADDITIONAL SERVICES. The Town may request the Contractor to provide additional services not set forth in Exhibit A. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the Town pursuant to a written service/work order executed by an authorized representative of the Town and the Contractor. Authorization to proceed with additional services shall not be given unless the Town has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the Town immediately of any and all damage caused by the Contractor to Town property and that of third parties. The Contractor will promptly repair or, at the Town’s option, reimburse the Town for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the Town of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the Town the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.
   a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities
necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the Town or any agent of the Town and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor’s performance of the Services does not meet this standard, the Contractor shall, at the Town’s request, re-perform the Services not meeting this standard without additional compensation.

b. The Services of the Contractor shall be undertaken and completed to assure their expeditious completion in light of the purposes of this Agreement. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor’s reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give timely notice to the Town of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor declares that it has complied with all Federal, State and local laws, rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses that are required to provide the Services under this Agreement.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the Town. Review, acceptance or approval by the Town of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. **MONTHLY STATUS REPORT.** The Contractor shall provide to the Town, at the Town’s request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period (“Monthly Report”).

7. **COMPENSATION AND INVOICES.**

a. **Compensation.** Compensation for the Services provided under this Agreement shall be in accordance with the percentage of work completed as outlined in Exhibit A. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in Exhibit A of
this Agreement, unless said reimbursement or compensation is approved in writing by the Town in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor’s actual cost, provided that the Contractor shall make a reasonable attempt to notify the Town of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the Town with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (“W-9”). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as Exhibit B.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of the Agreement and shall contain the following information:

i. An itemized statement of the Services performed.

ii. Any other reasonable information required by the Town to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The Town shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the Town after the 10th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the Town within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice; and (ii) if applicable, a satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The Town may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the best interest of the Town to do so. In the event a Town Council meeting is not scheduled in time to review payment of an invoice, the Town hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 28, without the need for additional Town Council approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the Town’s approved budget. Such payment shall require review and approval of each Monthly Report and invoice by the Town Manager or applicable Department Head, as appropriate, subject to ratification at the next succeeding special or regular Town Council meeting.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in the Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the Town. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the Town, and shall be responsible for supervising its own employees or subcontractors. The Town is concerned only with the results to be obtained. The Town shall not be obligated to secure, and shall not provide, any insurance coverage or
employment benefits of any kind or type to or for the Contractor or its employees, sub-
consultants, contractors, agents, or representatives, including coverage or benefits related but not
limited to: local, state or federal income or other tax contributions, insurance contributions (e.g.
FICA taxes), workers’ compensation, disability, injury, health or life insurance, professional
liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement
account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be
responsible for its safety, the safety of its employees, the public and the work site in general and
shall comply with all applicable provisions of local, state and federal laws, regulations and orders
affecting safety and health, including but not limited to the Occupational Safety and Health Act
of 1970 (OSH Act). All personnel furnished by the Contractor will be deemed employees of the
Contractor and will not for any purpose be considered employees or agents of the Town, and the
Contractor will comply with all employment laws relative to such employees, including but not
limited to Wage and Hour laws, Worker Compensation Laws, Immigration Laws and OSHA-
type laws. **The Contractor is not entitled to worker’s compensation benefits or
unemployment insurance benefits, unless unemployment compensation coverage is
provided by the Contractor or some other entity other than the Town, and the Contractor
is obligated to pay federal and state income taxes on moneys earned pursuant to this
Agreement.**

10. **PUBLIC EMPLOYEES’ RETIREMENT ASSOCIATION: EMPLOYEE
MEMBERSHIP.** Contractor agrees that, concurrent with execution of this Agreement,
Contractor will disclose to the Town the membership status of any of Contractor’s employees
that are members of the Colorado Public Employees’ Retirement Association pursuant to § 24-
51-301, et seq., C.R.S. Failure to meet this requirement shall be a material breach of this
Agreement, and the Town’s obligations to perform under this Agreement are specifically
conditioned on Contractor’s performance as required under this Paragraph 10.

11. **EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY.** This Agreement is
subject to all applicable laws and executive orders relating to equal opportunity and non-
discrimination in employment and the Contractor represents and warrants that it will not
discriminate in its employment practices in violation of any such applicable law or executive
order.

The Contractor hereby states that it does not knowingly employ or contract with illegal
aliens and that the Contractor has participated in or has attempted to participate in the E-Verify
Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-
17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor
affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien
who will perform work under the public contract for services contemplated in the Agreement and
will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.)
in order to confirm the employment eligibility of all employees who are newly hired for
employment to perform work under the public contract for services contemplated in the Agreement.
b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in the Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the Town within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that such Department is undertaking pursuant to the authority established in §8-17.5-102, C.R.S.

g. If the Contractor violates a provision of the Agreement pursuant to §8-17.5-102, C.R.S., the Town may terminate the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

12. CONTRACTOR’S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in Exhibit C, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the Town, its directors, officers, employees and agents is required for each coverage provided. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the Town as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the Town may carry, and any insurance maintained by the Town shall be considered excess. The Town shall have the right to
verify or confirm, at any time, all coverage, information or representations required by this Section 12 of the Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the Town with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as Exhibit C-1. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers’ compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the Town and the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor’s failure to purchase the required insurance shall not serve to release it from any obligations contained in the Agreement; nor shall the purchase of the required insurance serve to limit the Contractor’s liability under any provision in the Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

13. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor, on behalf of its employees, agrees to enter into a confidentiality agreement. Any information deemed confidential by the Town and given to the Contractor by the Town, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the Town deems confidential, or which the Town has agreed to hold confidential, or which, if revealed to a third party, might reasonably be construed to be contrary to the best interests of the Town.

b. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the Town, the Contractor agrees to notify the owner of conflicts that impact the Services to the Town.

14. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, as instruments of service shall remain the property of the Contractor. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services, shall make them available for the Town’s use and shall provide such copies to the Town upon request at no cost.

15. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any Town assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the services contemplated in the Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic’s, materialmen’s or
other such lien claims, or rights to place a lien upon the Town’s property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the Town. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 16(b), below.

16. INDEMNIFICATION. Contractor shall indemnify and save and hold harmless the Town, its officers, agents and employees from and against: (1) damages, including but not limited to, loss of use of property or injuries to or death of any person or persons (including but not limited to property and officers and employees of the Town) and (2) claims, demands, suits, actions, liabilities, costs, expenses (including but not limited to reasonable attorney fees, administrative proceedings, including but not limited to contract, tort, express and/or implied warranty, strict liability, and workers’ compensation which is incurred by the Town but only to the extent caused by the tortious or negligent actions or omissions of Contractor in connection with Contractor’s operations or performance herewith or Contractor’s use or occupancy of real or personal property hereunder, including tortious or negligent acts or omissions of employees, agents, or representatives of Contractor; provided however, that Contractor need not indemnify the Town or its officers, agents and employees from damages proximately caused by and apportioned to the negligence of the Town’s officers, agents and employees.

Insurance coverage requirements specified herein shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that Contractor deems necessary for the Town’s protection in the performance of this Agreement.

This indemnification obligation shall survive the expiration or termination of this Agreement. The Parties acknowledge that provisions of this Section are not intended to waive any of the rights and defenses afforded the Town under the Colorado Governmental Immunity Act (C.R.S. § 24-10-101, et.seq.).

17. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the Town. Any attempted assignment, delegation or subcontracting of this Agreement in whole or in part with respect to which the Town has not consented, in writing, shall be null and void and of no effect whatsoever.

18. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the Town for the performance of all Services under this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor. The Contractor shall not subcontract any Services without prior written approval by the Town. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this
Agreement shall contain an indemnification provision identical to the one contained in Section 16 of this Agreement holding the Town harmless for the acts of the subcontractor. The Contractor further agrees that any such subcontract shall be terminable for cause or convenience and that, unless directed otherwise by the Town, the Contractor shall immediately terminate all such subcontracts immediately upon termination of this Agreement. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Town. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without further cost upon termination of this Agreement. Neither the Town’s approval of any subcontractors, suppliers or materialmen, nor the failure of performance thereof by such parties, will relieve, release or affect in any manner any of the Contractor’s duties, liabilities or obligations under this Agreement, and the Contractor will at all times be and remain fully liable. The Contractor agrees that each of its employees, and any subcontractors, suppliers and materialmen will be properly qualified and will use reasonable care in the performance of their duties.

19. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for cause or for convenience by the Contractor upon delivery of sixty (60) days prior written notice to the Town and by the Town by giving the Contractor sixty (60) days prior written notice. Such notice shall not be required for automatic expiration under Section 2, above. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination by either Party hereof, the Contractor shall cooperate with the Town to ensure a timely and efficient transition of all work and work product to the Town or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the Town.

20. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 21 below, and the defaulting party will have fifteen (15) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such fifteen (15)-day period and the defaulting party gives written notice to the non-defaulting party within such fifteen (15)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the fifteen (15)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in additional to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party’s obligations pursuant to this Agreement by an action for injunction or specific performance.
21. **NOTICES.** Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 21 of the Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

**To the Town:**
Town of Timnath
4800 Goodman Street
Timnath, CO 80547
Attention: April D. Getchius, Town Manager
970-224-3211 (phone)
970-224-3217 (fax)
agetchius@timnathgov.com

With copy to:
WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attention: Robert G. Rogers, Esq.
(303) 858-1800 (phone)
(303) 858-1801 (fax)
rrogers@wbapc.com

**Contractor:**
ALM2S
Attention: Shaun J. Moscrip
712 Whalers Way
Bldg. B, Suite 200
Fort Collins, CO 80525
970-223-1820 (phone)

22. **AUDITS.** The Town shall have the right to audit, with reasonable notice, any of the Contractor’s books and records which may be necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of the
Agreement and to make the same available to the Town at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

23. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the Town.

24. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

25. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in the Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

26. GOVERNING LAW / DISPUTES.

a. Arbitration. All claims, counterclaims, disputes and other matters in question between the Parties hereto arising out of or relating to this Agreement or the breach hereof may be decided by Arbitration upon the mutual agreement to do so by the Parties to this Agreement. In that case, arbitration will be administered by the Judicial Arbiter Group in Denver, Colorado under its arbitration rules, by a single arbitrator, unless a different arbitrator is agreed upon by the Parties. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. THE PARTIES RECOGNIZE THAT BY AGREEING TO BINDING ARBITRATION AS THE METHOD FOR DISPUTE RESOLUTION, THEY RELINQUISH THE RIGHT TO BRING AN ACTION IN COURT AND WAIVE THE RIGHT TO A JURY TRIAL AND THE EXTENSIVE DISCOVERY RIGHTS TYPICALLY PERMITTED IN JUDICIAL PROCEEDINGS. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Each Party will be responsible for paying one half of all fees and expenses charged by the arbitrator. Notice of request for arbitration must be filed in writing with the other Party(ies) to this Agreement. If agreed to, notice must be filed with the Judicial Arbiter Group. The request must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. In the event that the Parties do not agree to arbitration, each party shall be permitted to pursue all available legal and equitable remedies.

b. Litigation and Venue. In the event the Parties do not agree to arbitration pursuant to Section 26(a), above, venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the Town is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to,
**forum non-conveniens** or otherwise. At the Town’s request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the Town shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

c. **Prevailing Party.** Other than arbitration fees as set forth in Section 26(a) of the Agreement, in the event that it becomes necessary for either party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party shall recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney’s fees. For purposes of this Agreement, “prevailing party” shall mean the party in whose favor a judgment, decree, or final order is rendered, either by an arbitrator or the court, after appeal, if any. In the event both Parties prevail on one or more claims, the prevailing party shall mean the net winner of a dispute, taking into account the claims pursued, the claims on which the pursuing party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other Party. Notwithstanding the foregoing, if a written offer of compromise made by either Party is not accepted by the other Party within thirty (30) days after receipt and the Party not accepting such offer fails to obtain a more favorable judgment, the non-accepting Party shall not be entitled to recover its costs of suit and reasonable attorney’s fees and costs (even if it is the prevailing party) and shall be obligated to pay the costs of suit and reasonable attorney’s fees and costs incurred by the offering Party.

d. At the Town’s request, the Contractor will consent to being joined in litigation between the Town and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the Town to furnish timely information or to approve or disapprove of Contractor’s Services in a timely manner.

27. **GOOD FAITH OF PARTIES.** In the performance of this Agreement, or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

28. **SUBJECT TO ANNUAL APPROPRIATION AND BUDGET.** The Town does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the Town pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The Contractor expressly understands and agrees that the Town’s obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Town and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the Town, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Town or statutory debt.
limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Town funds. The Town’s obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

29. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Town, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available to the Town pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S.

30. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement.

31. SEVERABILITY. If any covenant, term, condition or provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition or provision shall not affect any other provision contained in the Agreement, the intention being that such provisions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

32. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

33. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, et seq., C.R.S.

34. STANDARD OF CARE. In providing services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

35. TAX EXEMPT STATUS. The Town is exempt from Colorado State sales and use taxes. Accordingly, taxes from which the Town is exempt shall not be included in any invoices submitted to the Town. The Town shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado
Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase the materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

36. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Remainder of page intentionally left blank. Signature pages follow].
IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

TOWN:

THE TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado

______________________________
April Getchius, Town Manager

ATTEST:

______________________________
Town Clerk

Town’s Signature Page to Independent Contractor Agreement for Professional Engineering Services with the Town of Timnath, dated ________, 2019
STATE OF COLORADO  
)  
) ss.  
COUNTY OF __________  
)  

The foregoing instrument was acknowledged before me this ____ day of __________, 2019, by ________________________________, as the ________________________________ of Contractor.

WITNESS my hand and official seal.

My commission expires: ________________________________

(S E A L)  

Notary Public
April 8, 2019

Ms. April Getchius
Town Manager
Town of Timnath
4800 Goodman Street
Timnath, CO 80547

RE: Proposal for Architectural/Engineering Services
Timnath Public Works Addition
Timnath, Colorado

Dear April:

alm2s is pleased to provide you with this Proposal for architectural/engineering services for the proposed Public Works Addition at 4800 Goodman Street in Timnath. We are happy to be considered for this project. In response to our meetings to date, we propose the following scope of services and associated fees:

Project Description
Architectural and engineering design, construction document and construction administration services as itemized below for a proposed truck bay addition, fueling station and salt shed alterations of approximately 3,000 square feet, to be built at 4800 Goodman Street in Timnath, Colorado. Associated site improvements, grading and drainage and landscaping will be contracted for separately with TST Consulting Engineers.

Services shall also include client meetings and representation at neighborhood meetings, Planning Commission and Town Council public hearings and other meetings that the Town of Timnath may require as a part of their review and approval process for the project.

The project will be managed for alm2s by Shaun Moscrip, AIA. We propose to provide A/E services, including structural, mechanical and electrical engineering. The project will be competitively bid to General Contractors.

Scope of Basic Services
The Scope of Basic Services shall be as follows:

Phase 1:
1. Field Measurements and Documentation: Field measurements of the existing structure(s) and preparation of record drawings of as-built conditions as required for the design team to proceed into the design phases of the project.
2. Code Analysis: Review of the existing and/or proposed construction for compliance with applicable building, fire, handicapped accessibility and life safety and energy codes.
3. Meetings: Representation at the following design meetings and public hearings:
   a. Client meetings as necessary.
   b. Planning Commission public hearing.
   c. Town Council public hearings.

Phase 2:
1. Design Development Phase: Expand upon and refine the approved schematic design. Submit site plan, floor plans, building elevations, building section, and typical wall sections, schematic structural, mechanical and electrical plans and an outline specification for review and approval.
2. Construction Documents Phase: Prepare complete construction drawings and technical specifications for competitively bidding the project to Contractors, including architectural, structural, mechanical and electrical engineering. Extent of drawings is estimated as follows:
Site Improvement Plan and Details
Overall Floor Plan
Reflected Ceiling Plan
Roof Plan and Details
Building Elevations
Building Sections
Wall Sections and Details
Room Finish Schedule
Door and Window Schedules, Door Types and Details
Foundation Plan and Details
Plumbing Plan and Details
HVAC Mechanical Plan and Details
Mechanical Schedules and Details
Fire Protection Design/Build Performance Specifications
Electrical Site Plan
Electrical Power Plan and Details
Electrical Lighting Plan and Schedules
Electrical One-line Diagram and Schedules
Fire Alarm Design/Build Performance Specifications

3. **Meetings**: Representation at the following meetings and public hearings:
   a. Client meetings as necessary.
   b. Planning and Zoning Board public hearing.
   c. Town Council public hearings.

4. **Coordination and Project Management**: Coordination with the Owner, Architect, Engineers, outside Consultants, and Contractors as necessary through the design phases.

5. **Contractor Prequalification and Selection**: Assistance to the Owner to prequalify and select a General Contractor or Construction Manager.

6. **Deliverables**:
   - Review set(s) of Phase 2 Design Development submittal, PDF format
   - Review set(s) of Phase 2 Construction Documents submittal, PDF format
   - Final set(s) of Construction Documents, released for bidding and construction, PDF format

**Phase 3:**

1. **Bidding/Negotiation Phase**: Assistance to the Owner to acquire and review Contractor bids, including plan distribution, attendance at Pre-Bid Conference, responding to Contractor questions and issuing addenda, and assistance in reviewing bids, negotiations and contract award.

2. **Value Analysis**: Participate in meetings with the Owner and selected Contractor to evaluate cost reduction proposals (if necessary) to align the proposed design with the available budget. Significant design revisions to implement any of the selected VE items shall be considered Additional Services, unless a budget limitation is established as a condition of the Agreement.

3. **Construction Administration Phase**: Perform field observations of the work in progress during construction with written reports to the Owner, attendance at Pre-Construction Conference, attend weekly site meetings with the Contractor and Owner's representative, Consultants on an as-needed basis, review of shop drawings and submittals, issuance of Architect's supplemental instructions (ASIs) and responses to Contractor's requests for information (RFIs), review of change orders, review of Contractor's pay requests, final punch list inspection and assistance with project closeout. For purposes of this Proposal, field observations by our Consultants are proposed as follows:
   a. Structural Engineering: Two (2) site visits.
   b. Mechanical Engineering: Two (2) site visits.
   c. Electrical Engineering: Two (2) site visits.

4. **Meetings**: The Architect will attend all site Q/A/C progress meetings with the Contractor and Owner during construction.
Proposal for Architectural/Engineering Services – 3

5. **Record Documents:** Preparation of record documents upon the completion of construction of this project.

All construction documents prepared for this project shall be generated with our in-house Computer-Aided Design and Drafting (CAD) systems, using AutoCAD Version 2019 and/or Revit 2019 software.

**Assumptions**

1. All site planning, use and design approvals, and other required entitlements such as plats, right-of-way and easement dedications, are in place through the Town of Timnath.
2. The site is ready for development, with all required off-site improvements in place, including any required street and roadway improvements adjacent to the site, utility extensions and stub-outs onto or adjacent to the site, and any off-site storm water discharge or infrastructure improvements.
3. The foundation and structural systems anticipated for this project assume concrete slab-on-grade construction. Post-tensioned concrete slabs or other structural ground level floor construction can be provided as Additional Services, if required by soils conditions.
4. Interior design services, including material specifications, selection and procurement of open-office systems, furnishings, fabrics, upholstery and movable equipment shall be provided by the Owner. These services are available as Additional Services.
5. The project will not be designed or pursue LEED certification.
6. For purposes of this Proposal, it is assumed that certain component systems will be design/build by the selected Subcontractor or Fabricator, based upon design criteria and performance specifications provided by the consulting engineers. Depending upon the final design, systems may include, but are not limited to:
   a. Engineered screw pile foundations.
   b. Micropile foundations.
   c. Pre-engineered steel building systems.
7. Document preparation and applications for building permits or other construction permit applications shall be provided by the Owner and/or Contractor.
8. Printing and copying of bid documents, and distribution to Contractors for bidding will be provided by the Owner; we will furnish PDF files of our original drawings and the appropriate technical specification sections.

**Work Not Included**

1. Planning, landscape architecture and other related services for taking the project through the Planned Unit Development or other site plan approval process with the Town of Timnath, including public hearings for the Planning and Zoning Commission and/or City Council.
2. Platting of new lot boundaries, or dedication of new rights-of-way or easements. We assume that a properly platted lot with all required rights-of-way and easements will be provided by others as a part of the P.D.P. phase approval.
3. Submittal and compliance with development permitting requirements of outside agencies, including Environmental Protection Agency (EPA), Colorado Department of Transportation (CDOT), Colorado Division of Wildlife, Division of Natural Resources, etc.
4. Documentation, certification and notice requirements related to subsurface mineral estate rights that may exist beneath the surface rights held by the Owner.
5. Landscape architecture and lawn irrigation design and engineering.
6. Civil engineering design for on-site improvements, including street and parking lot improvements, grading and drainage, utility extensions or oversizing, off-site conveyance of stormwater runoff, drainage reports and erosion control reports.
7. Civil engineering design for off-site improvements, including street improvements, grading and drainage, utility extensions or oversizing, off-site conveyance of stormwater runoff, drainage reports and erosion control reports, beyond the limits of the project site described under Project Description above.
8. Fire sprinkler system design, engineering and flow calculations. This system will be design/build by the selected Subcontractor, based upon a performance specification provided by the Mechanical Engineer.
9. Design of public safety communication systems to provide emergency responder radio coverage. This system will be design/build by the selected Subcontractor, if existing signal strength is found to be deficient.
10. LEED Consulting during design and construction, including energy modeling, daylighting analysis, commissioning, coordination with selected Contractor, and documentation and submittal services for the LEED certification process. See Additional Services.

11. Commissioning, or redesign of mechanical or electrical systems as a result of the commissioning process, including meetings or communications with the CVA. This can be provided on an hourly basis, as required.

12. Perspectives, renderings, models or other presentation documents. See Additional Services.

13. Specialty consultants for audio/visual and/or data/video/telecommunications or security systems shall be provided as Additional Services, and are not a part of the Scope of Basic Services.

14. Project or building inspection services as required by Chapter 17 of the International Building code (IBC), current edition.

15. Preparation of record documents upon completion of construction of the project.

16. Preparation of a Final Drainage Certificate, ALTA survey or other documentation to certify as-built grading and drainage improvements.

Owner-Provided Information

1. Site survey, provided by a licensed, professional surveyor, indicating topography, property boundaries, easements, rights-of-way, off-site and on-site utilities, existing improvements, trees and vegetation, provided in CAD disk format AutoCAD Version 2019.

2. Soil Investigation Report and other appropriate information for foundation design, pavement designs and underslab or perimeter drainage systems. Soil borings shall extend to bedrock.

3. Engineering construction drawings of all off-site improvements, including grading, drainage and detention facilities, utilities and street improvements, provided by separate contract.

4. Landscape architecture and site irrigation system construction drawings, provided by separate contract.

5. Asbestos or other hazardous material discovery, testing and abatement.

6. As-buils of the existing site irrigation, fire sprinkler and fire alarm systems, originally designed and installed by Subcontractors.

7. Copies of all standard specifications for materials, equipment and fixtures to be incorporated into the project design used by the Town of Timnath including material cut sheets and sources for sales and technical representatives, if available.

8. Town of Timnath application, development review and building permit fees.

9. Traffic impact, environmental and/or wildlife reports or studies, delineation of wetlands, mineral, oil and gas rights documentation, or other technical studies as may be required by the Town of Timnath.

10. Coordination with telephone, electric, natural gas, cable television or other independent utility and/or building services providers for infrastructure and equipment installation.

11. Base plan for improvements developed by the Engineer in AutoCAD Version 2019 format.

12. Coordination drawings and other information from the Civil Engineer and other consultants during design and construction document phases.

13. Owner shall provide, or contract separately for, special building inspections required by Chapter 17 of the IBC. These services are expressly excluded from this Proposal.

Consultants

Almys proposes the following consultants for this project:

**Structural Engineering**

Weeks and Associates, Inc.
Gary Weeks, P.E.
4730 S. College Avenue, Suite 201
Fort Collins, CO 80525
(970) 225-2422

**Mechanical Engineering**

G2 Consulting Engineers
Greg Peterson, P.E.
1039 Main Street, Unit G
Windsor, CO 80550
(970) 460-7400
Electrical Engineering
G2 Consulting Engineers
Kate Hodgson, Project Manager
1039 Main Street, Unit G
Windsor, CO 80550
(970) 460-7400

Fees
alm3s and our team of Consultants propose to complete the project through the Construction Administration phase for a fixed design fee of $32,500.00, excluding reimbursable expenses. A breakdown of this fee by project phase is as follows:

- Design Development: $8,750.00
- Construction Documents: $16,250.00
- Bidding/Negotiation: $1,000.00
- Construction Administration: $6,500.00
- **TOTAL**: $32,500.00

A breakdown of this fee by design discipline is as follows:

- Architectural: $18,600.00
- Structural Engineering: $4,500.00
- Mechanical and Electrical Engineering: $9,400.00
- Reimbursable Expenses: $2,000.00
- **TOTAL**: $34,500.00

**Reimbursable Expenses**
In addition to Basic Services, the following expenses in connection with this project shall be reimbursable at direct cost for in-office and consultant expenses, and 1.1x direct cost for out-of-office expenses:

1. Printing/scanning
2. Copying
3. Long distance telephone/FAX
4. Mileage and travel expenses
5. Postage
6. Federal Express/Express Mail and other delivery services
7. Photography or other miscellaneous expenses
8. Plotting of CAD-generated drawings
9. Consultant expenses

For purposes of this Proposal, Reimbursable Expenses are estimated not to exceed $2,000.00, which does not include printing and copying for bid/construction sets.

**Additional Services**
If the Owner requests additional services beyond those set forth in this Proposal, or for additional services as described elsewhere in this Proposal, such services shall be agreed to in writing between the Owner and the Architect and the fees adjusted accordingly per the following current hourly rates, subject to annual adjustment:

- Consulting: $165/hour
- Principal: $165/hour
- Associate Principal: $130/hour
Sr. Project Manager/Architect: $125/hour
Project Manager/Architect: $115/hour
LEED AP Consulting: $110/hour
Interior Designer: $95/hour
Architectural Intern/CAD Technician 2: $85/hour
Architectural Intern/CAD Technician 1: $75/hour
Clerical/Administrative: $60/hour

Weeks and Associates Inc.
Principal Engineer: $130/hour
Staff Engineer: $100-120/hour
Administrative Staff: $45/hour

G2 Consulting Engineers
Principal: $150/hour
Project Manager: $140/hour
Mechanical Engineer: $115/hour
Electrical Engineer: $115/hour
Controls Engineer: $115/hour
M/E/P Designer: $85/hour
CAD/BIM Operator: $65/hour

For purposes of this Proposal the following will be considered Additional Services:
1. Development of multiple bid packages, or otherwise staggering the release of documents to Contractors.
2. Fast-tracked construction schedules or other acceleration of the construction schedule requiring the release of construction documents to Contractors prior to the completion of all documents.
3. Redesign that may be required by City review, if review comments or requirements are different than those received at the Conceptual Review meeting, and/or neighborhood opposition of this project.
4. For purposes of this Proposal, it is assumed that construction of all site structures will occur simultaneously, so that Construction Administration phase services including field observations will be performed concurrently.

Additional shop drawing and submittal reviews, field observations or other services required by staggering of construction sequencing or other delays beyond the control of the Architect shall be considered Additional Services.

Schedule
Scope of Basic Services for this project will be performed in accordance with the following schedule, assuming return of the signed Proposal and notice to proceed from the Owner by April 24, 2019.
1. Design Development Phase: Four (4) weeks, complete by May 24, 2019.
2. Construction Documents Phase: Four (4) weeks, complete by July 1, 2019.
3. Bidding/Negotiation Phase: As required by the proposed bidding/construction schedule.
4. Construction Administration Phase: As required by the proposed bidding/construction schedule.

For purposes of this Proposal, these phases of the Basic Services will allow for Owner review and approval periods of one (1) week between each design phase of work.

Budget
Aims understands that a budget still to be determined will be established for this project, including design and engineering fees and all Town of Timnath building permit and development fees, but excluding the cost of land.

The Owner and/or preselected Contractor shall maintain an adequate contingency in the project budget to cover unforeseen site conditions, changes in the work, etc. Refer to Standard Contractual Terms and Conditions.
Proposal for Architectural/Engineering Services – 7

Standard Contract Terms and Conditions
All terms of this Proposal shall be in accordance with Town of Timnath standard contract.

 alm2s is dedicated to providing quality professional service and creative design solutions. We look forward to the opportunity of working with you on Timnath Public Works Addition. Give us a call if you have any questions concerning this Proposal. If acceptable to you, please sign below and return it to our office. We will schedule our work to begin upon receipt of the signed Proposal.

This Proposal is valid for a period of 60 days. Thank you for your interest and consideration.

Sincerely,

alm2s

Shaun J. Moscrip, AIA

Accepted this ______ day of __________________, 2019

By __________________________

April Getchius, Town Manager
EXHIBIT B
Contractor’s Completed W-9
EXHIBIT C
INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 12 of the Agreement.

1. Standard Worker’s Compensation and Employer’s Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.

2. Commercial General Liability Insurance with minimum limits of liability of not less than $1,000,000 per occurrence for bodily injury and property damage liability; $2,000,000 designated location, general aggregate. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
   a. premises operations;
   b. personal injury liability without employment exclusion;
   c. blanket contractual;
   d. broad form property damages, including completed operations;
   e. medical payments;
   f. products and completed operations;
   g. independent consultants coverage;
   h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

   This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than $1,000,000 combined single limit bodily injury and property damage. This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the Town covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the Town. Such bond shall protect the Town against any fraudulent or dishonest act which may result in the loss of money, securities, or other property belonging to or in the possession of the Town. Said bond shall be in an amount as determined by the Town, from a surety acceptable to the Town.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

6. Professional liability insurance in the amount of $1,000,000.00 each occurrence.
EXHIBIT C-1
CERTIFICATE(S) OF INSURANCE
A Resolution Approving the Agreement Between Town of Timnath and Poudre School District for the School Resource Officer Program

Agreement of Town of Timnath and Poudre School District for the Student Resource Officer Program

The School Resource Officer (SRO) Program has proven to be successful by providing assigned officers to schools. They assist in providing safe learning environments, help reduce school violence and promote collaborative partnerships between law enforcement and educational staff.

A Timnath officer will be the assigned as the SRO to Bethke Elementary and Timnath Elementary Schools and will not be considered a full-time SRO. A back-up Timnath officer is also available to assist the primary officer if needed.

The primary will spend approximately 10 hours per week in the two schools. This is an average amount of hours and the officer may spend more or less of this time each week. It is expected the 10 hours will balance out over the school year.

The primary officer will work closely with the educational staff of each school and will be expected to provide assistance with administrative issues involving the students. The officer will provide educational classes to the students and develop positive relationships with the students and teachers.
The SRO will attend training with other enforcement agencies as well as assist with police youth academy during the summer. When school is not in session for holidays or during the summer, the SRO will be assigned to other duties for the Town. The partnership between Timnath and Poudre School District will grow and develop and the Timnath officer will have the skills, knowledge, partnerships and relationships with the students, teachers and administration to be effective when the middle/high school opens Fall 2022.

ADVANTAGES
The Timnath SRO will be able to be used as an officer for calls as a day position while learning and increasing their skills as an SRO.

DISADVANTAGES
None

FINANCIAL IMPLICATIONS
Poudre School District will be providing $10,818 to assist with the costs associated with 10 hours per week while the officer is assigned to the schools.

RECOMMENDED MOTION
Approve a Resolution Approving the Agreement between Poudre School District R-1 and Town of Timnath for the School Resource Officer Program

ATTACHMENTS
Resolution
Agreement
TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 26, SERIES 2019  


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 Agreement and Exhibit A for the purpose to approve the School Resource Officer Program (“Program”) for the school year of July 1, 2019 through June 30, 2020; and

WHEREAS, the Poudre School District (“District”) and Town recognize the outstanding benefits that the program has for the citizens and students of the Town; 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 FOLLOW:

Section 1. Approval
The Agreement is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.


TOWN OF TIMNATH, COLORADO

______________________________
Jill Grossman-Belisle, Mayor
ATTEST:

________________________________________
Milissa Peters-Garcia, CMC
Town Clerk
AGREEMENT BETWEEN
THE POUDRE SCHOOL DISTRICT R-1 AND THE TOWN OF TIMNATH FOR THE
SCHOOL RESOURCE OFFICER PROGRAM

THIS AGREEMENT is made and entered into by and between Poudre School District R-1 (hereinafter referred to as the “District”), the Town of Timnath (hereinafter referred to together as the “Town”).

WITNESSETH:

A. Effective July 1, 2019 the District and the Town enter into this Intergovernmental Agreement to implement the School Resource Officer Program.

B. The goals of the School Resource Officer Program (hereinafter referred to as “the Program”) are to:
   (i) Provide a safe learning environment and help reduce school violence;
   (ii) Improve school law enforcement collaboration; and
   (iii) Improve perceptions and relations between students, staff and law enforcement officials.

C. The District and the Town recognize the outstanding benefits that the Program has for the citizens of the Town and the District and particularly for the students of the District’s schools located within the Town of Timnath.

D. It is the intent of the District and the Town that the parties share the costs as outlined in Article IV.

E. It is the intent of the District and the Town that this Agreement replace and supersede in all respects all prior agreements contained therein between the District and the Town regarding the SRO Program.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the District and Town hereby agree as follows:

ARTICLE I. TERM

This Agreement shall commence on July 1, 2019 and shall continue in effect through and including June 30, 2020, unless earlier terminated as provided in this Agreement.

ARTICLE II. THE PROGRAM

A. Assignment of School Resource Officer (hereinafter “SROs”)
1. The Town shall assign one (1) regularly employed police officer to provide services as a School Resource Officer to the following schools located within the Town of Timnath:

   Bethke Elementary School
   Timnath Elementary School

   (a) There will be no SROs assigned to Charter Schools under the terms of this Agreement.

2. The SROs shall commence providing services at least two days prior to the commencement of the District’s fall semester of each year during the term of this Agreement. Such services shall end after the last day of the spring semester. Summer school is not included within this Agreement.

3. As a SRO is assigned to multiple schools, the SRO shall have office space in at least one of the schools. The location and specifications of the office space shall be designated and approved by the District’s Executive Director of Operations and building principal.

4. The Chief of Police or designee shall assign the duties of supervision of the SROs. Such supervisor shall oversee the SRO and shall perform scheduled visits to the schools. When practicable, during scheduled visits, the supervisor shall meet with the SRO and school administrators and any staff designated by the principal.

5. When practicable, the SRO Supervisor, the SRO, and the District’s Security Manager or his/her designee shall meet weekly at a time and location to be determined by the parties to discuss problems, issues and concerns as they arise.

B. Regular Duty Hours of the School Resource Officer

1. The SROs shall be assigned to the schools on the basis of 10 hours per week on those days and during those hours that the schools are in regular session. The primary purpose of the Program is to provide services during normal school hours. However, because it is sometimes desirable to have SROs attend school activities conducted outside of normal school hours, the principal(s) of the assigned schools and the SRO Supervisor may agree to adjust the working hours of the SRO provided that overtime hours are not worked. The SROs may be temporarily reassigned by the Chief of Police or designee during school holidays and vacations except as provided in Article II; or during the period of a law enforcement emergency, as determined by the Chief of Police or designee.

C. Duties of the School Resource Officer

1. The SRO shall work during the hours school is in session and coordinate his/her schedule with the school principal(s) or his/her designee. When schools are closed due to in-service training, the SRO, if invited by the school principal, may attend the in-service training or use those hours for SRO administrative duties. During extended non-school periods, the SRO will be assigned as needed by the SRO Supervisor, except as provided in Article II. The SRO
shall schedule time-off for vacations and floating holidays during periods when school is not in session.

2. The SRO shall wear Town of Timnath approved uniforms and drive a marked patrol unit. In the event the SRO is authorized to wear civilian clothes for a specific event, the SRO shall comply with a dress code that is determined and approved by the principal and SRO Supervisor.

3. Subject to the SRO’s discretionary law enforcement authority, the SRO shall take appropriate law enforcement action as requested by school administrators. The SRO may also take appropriate law enforcement action as required by law and Town of Timnath policy and must then notify the school administrator as soon as practicable of any violations or actions which impact on school discipline, order or safety and such other violations and actions as the District reasonably requests be reported. This may include interviewing suspects and victims of criminal violations, issuing summons, and addressing traffic concerns. Should it become necessary to conduct formal law enforcement interviews with the students, the SRO shall adhere to District policy, regulations and guidelines, Town of Timnath Police policy and legal requirements with regard to such interviews.

4. The SRO shall assist other SROs or law enforcement agencies in conducting investigations when requested or when required.

5. The SRO shall develop teaching expertise and assist faculty in instructing specialized classes on such topics as the role of policing in the community, search and seizure, traffic laws, crime prevention, victims’ rights, community involvement, and youth programs. In addition, the SRO shall encourage and participate in discussion during classes to establish rapport with students. Any additional areas of instruction or SRO participation in school activities must be mutually agreed upon by the Town of Timnath Police Department, the SRO Supervisor, the District Security Manager, and the principal or his/her designee of the affected school.

6. The SRO shall seek permission, advice, and guidance from school administrators prior to enacting any program within the schools.

7. The SRO shall assist school administrators, staff, and faculty, in developing emergency procedures and emergency management plans in coordination with the District’s Security Department to include prevention and/or minimization of dangerous situations which may result from student unrest.

8. The SRO shall be familiar with District policies, regulations and guidelines related to safety and student conduct and discipline issues, including the District’s Code of Conduct.

9. The SRO shall assist administrators, faculty and staff with the investigation of any suspected violations of law occurring on District premises. It shall be understood and agreed that a SRO, as a law enforcement officer, can only detain or take into physical custody those students for whom there is reasonable suspicion or probable cause that they have committed a criminal offense. The SRO shall not be used for regularly assigned
lunchroom duties, hall monitoring or other monitoring duties. If there is a problem area, the SRO may assist the school until the situation is resolved.

10. The SRO shall seek to develop a working relationship with students and student organizations, faculty, staff members, District administrators, and community members.

11. The SRO shall coordinate enforcement efforts with campus supervisory personnel, i.e., administrators, campus supervisors, hall monitors, parking attendants and private security firm personnel.

12. The SRO shall maintain detailed, accurate, and up-to-date records as required by the Town of Timnath, school administrators and central administrators, and submit reports as requested.

13. The SRO shall work proactively with all law enforcement agencies that serve the District community.

14. The SRO shall work proactively with students, parents, and faculty regarding public safety and use problem-solving teams and programs to address issues.

15. The SRO shall provide information and referrals regarding community programs to school administrators, staff, students and parents so that appropriate assistance can be accessed. These programs may include mental health clinics, peer support, drug treatment centers, etc. The SRO may make referrals to such agencies when necessary. The SRO shall refer students to the school or District counselor as needed. Referral guidelines are determined by the school administrators.

16. The SRO may attend, whenever possible, selected school functions as recommended by school administrators.

17. The SRO shall maintain confidentiality of any information obtained pursuant to Title 19 of the Colorado Revised Statutes (the Colorado Children’s Code), and the SRO shall not disclose the information except as provided by law or court order.

18. The SRO shall have access to and maintain confidentiality of District records and information in accordance with Parts 2 and 3, Article 72 of Title 24, Colorado Revised Statutes, the Family Educational Rights and Privacy Act and District policies.

19. The SRO shall coordinate with and inform the District’s Security Manager, or his or her designee, of investigations and cases which have a significant impact on a school or the District, or as required by law.

20. The SRO shall perform other duties which will promote the goals of the Program and which are mutually agreed upon by the District and the Town of Timnath.

D. Training
1. Basic SRO training shall be provided to new SROs prior to commencement of employment as a SRO, or as soon as reasonably possible. Basic SRO training may be obtained through the Colorado Association of School Resource Officers, the National Association of School Resource Officers or any other organizations which provide similar training. Such training expenses shall be the responsibility of the Town of Timnath.

**ARTICLE III. FACILITIES AND EQUIPMENT**

A. The District shall provide to each SRO the following equipment and facilities, which are deemed necessary to the performance of the SRO’s duties under this Agreement:

1. The District shall provide each SRO with an office area as previously outlined by this agreement, and shall provide access to any records which are deemed necessary by the District. Confidentiality of the records shall be maintained by the SRO pursuant to state law, District and Town of Timnath policies.

2. The District shall provide for the use of each SRO a desk and necessary office furniture, a computer and access to a printer. These items shall be paid for and maintained by the District.

B. All Town or District equipment and facilities, including vehicles, utilized by the SRO in connection with the Program shall be maintained by and at the expense of the respective owners of such equipment.

C. In the event this Agreement is terminated, any Town or District facilities or equipment utilized in connection with the Program shall be returned to or retained by the respective owners.

**ARTICLE IV. FINANCING OF THE PROGRAM**

A. The District shall provide funding for the Program as follows:

1. The District shall fund fifty percent (50%) of the employment costs for each SRO assigned to the Program based on a one hundred ninety-two (192) working day school year. A “working day” includes all days school are in session, some employee training and leave days. Attached as Exhibit “A” is an estimate of the annual employment costs.

2. The District shall pay to the Town of Timnath on a quarterly basis an amount equal to fifty percent (50%) of the previous quarter’s employment costs for each SRO assigned to the program.

B. In the event circumstances and requirements of either party changes, the District and Town of Timnath shall work in good faith to come to an agreement regarding future assignments, funding and the number of SROs assigned to the Program.

C. The payment as set forth in this Agreement is for SRO services during the regular school year, excluding summer vacation/summer school. If the parties agree to services for
summer school, the parties shall work in good faith to come to an agreement on funding for summer school services.

ARTICLE V. EMPLOYMENT STATUS OF SRO

A. It is expressly understood that the SROs and SRO Supervisor are employees of the Town of Timnath. The District and Town acknowledge that the SRO is a law enforcement officer under the direct supervision and control of the Town of Timnath Police. The SRO shall remain responsive to the chain of command of the Town of Timnath Police.

B. The Town, at its sole discretion, will be responsible for taking any necessary or appropriate disciplinary action against any SRO or Supervisor. In exercising these responsibilities, the Town may consult with the District. The District will provide input and feedback to the SRO, the SRO Supervisor and the Town, and shall participate in reviews, evaluations and planning for particular SRO positions. The District shall regularly advise the Town of the SROs and SRO Supervisor’s work performance and shall immediately report to the Town any instances of alleged misconduct or discrimination. The parties shall fully cooperate with each other in the investigation of any allegations of misconduct or discrimination. The District shall make its employees available as witnesses in any Town-conducted disciplinary or termination proceeding, workplace investigation or internal affairs investigation.

ARTICLE VI. APPOINTMENT OF THE SROS

A. The SRO Personnel Board shall recruit, interview, and evaluate SRO applicants and shall forward to the Town of Timnath or Town of Timnath’s designee a list of applicants who meet the requirements below and who have received a favorable recommendation by the Board based on all the requirements and criteria listed below. Such recommendations shall be made only upon a majority vote of the Personnel Board. The SRO Personnel Board shall be comprised as follows: (i) at least three (3) representatives from the District, and (ii) at least two (2) members from the Town of Timnath.

B. Applicant requirements: SRO applicants must meet all of the following requirements:

1. The applicant must voluntarily seek the position of SRO and must indicate a willingness to hold the position for two (2) years.

2. The applicant must be a full-time peace officer, as defined by C.R.S. §18-0-901(3)(1)(1), with a minimum of two (2) years of law enforcement experience, not to include detention or correction assignments.

3. The applicant must be employed as police officer on non-probationary status with the Town of Timnath.

4. The applicant must agree that if hired for the position of SRO, he/she will not seek a transfer from the position until the end of a school year and that he/she will not schedule time off for vacations and floating holidays during periods when school is in session.
C. Among additional criteria for consideration by the SRO Personnel Board are job knowledge, experience, training, education, attitude, communication skills, prior service as a SRO, prior training, education or experience with youth.

D. The names of any applicants receiving a favorable recommendation from the SRO Personnel Board, shall be forwarded to the Town of Timnath or Town of Timnath’s designee, who shall appoint a SRO, with agreement from the District Security Manager, from the list of those recommended.

ARTICLE VII. DISMISSAL, REASSIGNMENT, RETIREMENT OR RESIGNATION OF SROS; REPLACEMENT

A. In the event a PSD administrator believes that the SRO is not effectively performing his/her duties and responsibilities, the administrator shall recommend to the District’s Superintendent or designee that the SRO be removed from the Program, and shall state the reasons therefore in writing. Within ten (10) working days after receiving the recommendation from the administrator, the Superintendent or designee shall advise the Town or Town’s designee. If the Town or Town’s designee so desires, the Superintendent or designee shall meet with the SRO and the Town or Town’s designee to mediate or resolve any problems which may exist. At such meeting, specified school staff members may be required to be present. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, or in the event mediation is not sought by the Town or Town’s designee, then the Town and District shall determine whether to remove the SRO from the Program.

B. The Town or Town’s designee may dismiss or reassign a SRO or SRO Supervisor from the Program at any time based upon the Town of Timnath or Timnath Police Department rules, regulations, policies or directives, or when it is in the best interests of the Town of Timnath as determined by the Town.

C. A SRO or Supervisor may be transferred or promoted from his/her SRO position during the school year at the discretion of the Town of Timnath or Town’s designee. In the event of a transfer, dismissal, retirement, rotation, or promotion, and during the vacancy and period of time necessary to replace the SRO adjustment to the Parties’ financial obligations will occur as set forth in Article IV. SROs requesting a transfer to another position must do so at the end of the school year or semester, unless alternative timing of a particular request is agreed upon by the Town and the District. The SRO must make such request in writing. Transfer request decisions shall be made at the discretion of the Town or Town’s designee.

D. In the event of resignation, dismissal, promotion, retirement, rotation or transfer of a SRO, or in the case of a long-term absence due to injury, illness, disability or other cause the duration of which is anticipated to be more than fourteen (14) calendar days, the Town shall provide a replacement of the SRO within five (5) calendar days of receiving notice of such illness, injury, resignation, dismissal, promotion, retirement, rotation or transfer. As soon thereafter as practicable, the SRO Personnel Board shall recommend a permanent replacement for the SRO position. In the event a vacancy or temporary assignment continues for longer than fourteen (14) calendar days, the parties agree to negotiate an adjustment of the District’s financial contribution for the previous quarter. It is the intent of both parties that as soon as
practicable, the Program is returned to full staffing under this Agreement. Adjustments to the Parties’ financial obligations set forth in Article IV, will be made for all days of the vacancy.

ARTICLE VIII. EVALUATION

The parties shall evaluate the effectiveness of the Program and consider whether modifications to the Program are necessary or advisable to accomplish its purpose. This evaluation is critical to continue a successful program and the parties agree to invest sufficient time and effort in the evaluation process. The parties shall also evaluate the financial obligations for each party and may make adjustments to the Program as may be necessary to continue the Program, as mutually agreed upon by the parties.

ARTICLE IX. APPROPRIATIONS

All obligations of the parties under this contract are solely from currently budgeted funds and this contract does not constitute a multiple fiscal year obligation of the parties. The obligations of each party under this Agreement payable after its respective current fiscal year are contingent upon adequate funds for that purpose being budgeted, appropriated and otherwise made available. All financial obligations of the parties, including but not limited to funding obligations under this Agreement, are subject to budgeting and the annual appropriation of such funds by the governing body of each party each fiscal year. The parties shall follow respective internal policies and procedures relative to the renewal of this Agreement.

ARTICLE X. TERMINATION OF AGREEMENT

A. Notwithstanding any other provision of this Agreement, any party to this Agreement may terminate this Agreement upon material breach by the other party of any term or condition of this Agreement if such breach continues for a substantial and unreasonable period of time, but in any event if the breach is continued for a period of thirty (30) days after receipt by the breaching party from the non-breaching party of written notice of the existence of such breach. Termination of this Agreement shall not, however, be the sole remedy of any party and any exercise of this right to terminate shall not preclude the pursuit of any other remedy available in law or in equity to the non-breaching parties.

B. If either party fails at any time to appropriate the funds necessary to comply with the requirements under this Agreement or if the District fails to timely pay the funds required, the Town may terminate this Agreement upon giving the District thirty (30) days written notice. Upon such termination, the District shall pay for all SRO services provided by the Town under this Agreement to the date of termination. The Parties shall thereafter have no further obligations under this Agreement.

C. Force Majeure. Notwithstanding anything contained herein to the contrary, it is agreed that in the event and to the extent that fire, flood, earthquake, natural catastrophe, explosion, accident, war, illegality, act of God, or any other cause beyond the control of either party hereto, or strikes and labor troubles (whether or not within the power of the party affected to settle the same) prevents or delays performance by either party to this Agreement and any addendum, such party shall be relieved of the consequences thereof without liability, so long as and to the extent that performance is prevented by such cause.
ARTICLE XI. NOTICES

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when personally delivered or deposited in the United States postal service as regular mail, postage prepaid, and addressed as follows or to such other person or address as a party may designate in writing to the other party:

To the District:  
Superintendent of Schools  
Poudre School District R-1  
2407 LaPorte Avenue  
Fort Collins, CO 80521-2297  

President  
Poudre School District R-1 Board of Education  
2407 LaPorte Avenue  
Fort Collins, CO 80521-2297  

To the Town of Timnath:  
Town Manager  
Town of Timnath  
4800 Goodman Street  
Timnath, CO 80547  

ARTICLE XII. GOOD FAITH

The parties, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. The parties agree that they will attempt to resolve any disputes concerning the interpretation of this Agreement and unforeseen questions and difficulties which may arise in implementing the Agreement by good faith negotiations before resorting to termination of this Agreement and/or litigation.

ARTICLE XIII. MODIFICATION

This document constitutes the full understanding of the parties, and no term, condition, understanding or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing signed by the affected parties.

ARTICLE XIV. MISCELLANEOUS

This Agreement, and each and every covenant herein, shall not be capable of assignment except with the prior written consent of all parties. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have a right of action hereunder for any cause whatsoever. Nothing in this Agreement shall be construed as a modification or waiver of any right, privilege, defense, obligation, notice or other provision of the Colorado Governmental Immunities Act.
ARTICLE XV. MERGER

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

ARTICLE XVI. COUNTERPARTS

This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.

ARTICLE XVII. SUPERSEDES PREVIOUS AGREEMENT

This Agreement replaces and supersedes in all respects all previous SRO Agreement as it relates to the agreements contained therein between the District, the Town of Timnath.

(Signature Page Follows)
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

POUDRE SCHOOL DISTRICT R-1
BOARD OF EDUCATION

Date: ___________________________ By: ___________________________
President

Approved as to form: ATTEST:

______________________________ ______________________________
Attorney for the District Secretary

Date: ___________________________ Timnath Chief of Police

Date: ___________________________ Town of Timnath Manager

Date: ___________________________ ATTEST:

______________________________
Deputy Clerk

Approved as to form:

______________________________
Senior Town Attorney
## EXHIBIT A

**Agreement Between**

Poudre School District R-1 and The Town of Timnath
for the School Resource Officer Program

**Estimated Costs of School Resource Officer Program to Poudre School District**
for the **2019-2020 School Year**

<table>
<thead>
<tr>
<th>Resource</th>
<th>Annual Cost Per Unit</th>
<th>Number of Units Requested</th>
<th>Total Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Resource Officer (SRO) (Salary and benefits)</td>
<td>$100,896</td>
<td>1</td>
<td>$100,896</td>
</tr>
<tr>
<td>Patrol Vehicle (includes lease, insurance, and fuel)</td>
<td>$16,823</td>
<td>1</td>
<td>$16,823</td>
</tr>
<tr>
<td>Capital Replacement Costs (duty equipment)</td>
<td>$2,000</td>
<td>1</td>
<td>$2,000</td>
</tr>
<tr>
<td>Administrative Costs (cell phone, computer, etc)</td>
<td>$3,918</td>
<td>1</td>
<td>3,918</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$123,637</strong></td>
<td></td>
<td><strong>$123,637</strong></td>
</tr>
</tbody>
</table>

$123,637 (Total Annual Cost)/(260 working days x 8 hours per day) = $59.44 per hour

$59.44 per hour x 182 school days x 2 hours per day (10 hours per week) x .5 (amount paid by PSD) = $10,818

**Total Cost to Poudre School District for the 2019-2020 school year = $10,818**