

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 12, SERIES 2022**

**A RESOLUTION APPROVING 2022 LAW ENFORCEMENT AGREEMENT  
BETWEEN THE TOWN OF TIMNATH AND LARIMER COUNTY**

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

**WHEREAS**, the Town desires to contract with Larimer County for the performance of law enforcement services through the Larimer County Sheriff’s Office, as authorized by C.R.S. § 29-1-203 and § 30-11-410;

**WHEREAS**, attached hereto as **Exhibit A** is the 2022 Law Enforcement Agreement between the Town of Timnath and Larimer County (the “**Agreement**”); and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:**


**Section 1. Approval**

The Agreement is hereby approved, authorized, and ratified in substantially the form attached hereto as **Exhibit A**, with such modifications and additions as the Town Manager, in consultation with legal counsel, determines to be necessary and appropriate to protect the interests of the Town of effectuate the purposes set forth herein and not otherwise on consistent with this resolution. Any actions taken prior to the execution of this Resolution, that are within the authority conferred hereby, are ratified, confirmed, and approved by the Town Council.

**INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON MARCH 22, 2022.**

**TOWN OF TIMNATH, COLORADO**



  
\_\_\_\_\_  
Rick Collins, Mayor Pro Tem

**ATTEST:**



Milissa Peters-Garcia, CMC

Town Clerk

**EXHIBIT A**  
**AGREEMENT**

**2022 MUNICIPAL LAW ENFORCEMENT AGREEMENT  
BY AND BETWEEN  
LARIMER COUNTY, COLORADO AND THE TOWN OF TIMNATH, COLORADO**

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**2022 STATEMENT OF WORK AND BUDGET AGREEMENT  
BY AND BETWEEN  
LARIMER COUNTY, COLORADO AND THE TOWN OF TIMNATH, COLORADO**

This 2022 Statement of Work and Budget Agreement, Pursuant to the Municipal Law Enforcement Services Agreement between the Town of Timnath, Colorado, a municipal corporation (the "Town") and the Board of County Commissioners of the County of Larimer, Colorado through the Larimer County Sheriff (the "county"), will be in effect from January 1, 2022 through December 31, 2022, unless superseded by a new agreement.

**1.0 SCOPE OF WORK**

The County, through the Sheriff's Office, will provide the services of deputies, supervisors, and investigators who are employed full-time with the Larimer County Sheriff's Office to assist the Town with law enforcement activities as more specifically described below.

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

Except as otherwise specifically set forth, the services shall be those duties and functions coming within the jurisdiction of the Larimer County Sheriff pursuant to Colorado law that are not provided by the Town's police and shall be the basic level of services provided for unincorporated areas of similar population density in Larimer County as determined by the Larimer County Sheriff.

In addition to the basic level of services, and the supplemental services outlined below, the County agrees to the following:

- 1.1 The Larimer County Sheriff's Office, when called to the Town to address traffic issues, traffic violations, or Municipal Code violations, will cite the violations into the Town's Municipal Court. If deputies are on routine patrol, they will have discretion in enforcing traffic laws and citing into the court of their discretion. It is agreed that when arrests are made and citations and summonses issued solely under ordinances of the Town, the prosecution of such cases shall be in the Town's Municipal Court. All Municipal fines collected shall be paid to the Town.

- 1.2 It is agreed that Sheriff's deputies making arrests or issuing summons to violators for appearance in court shall be required to appear at said court at the appointed time and date to give all evidence and testimony required. Sheriff's deputies failing to comply with this requirement shall be subject to disciplinary action at the discretion of the Sheriff or designee.
- 1.3 The Sheriff's Office will provide support services for the Town police department consisting of dispatch services, records management and case entry training, time sensitive evidence storage, and crime scene assistance.
- 1.4 Access for the Town's police to enter tickets and cases into the records management system. The costs associated with access to the Larimer County Sheriff's records management system will be handled through a separate contract. The Larimer County Sheriff's records division is designated as custodian of Town's police records.
- 1.5 The Larimer County Sheriff's warrant division shall process all Town municipal warrants. At the discretion of the Larimer County Sheriff an additional warrant processing fee may be charged. Such fee is in addition to any fees or payments made pursuant to this agreement.
- 1.6 The Larimer County Sheriff shall provide mutual assistance and assignments to back up town officers as requested. The Larimer County Sheriff anticipates providing mutual assistance and assignment to back-up to Town police when they are responding to driving under the influence traffic stops, domestic violence, possible assaults and business/house alarms, however the parties acknowledge resource limitations and responses to other law enforcement needs may prohibit assistance or assignment to every Town request. Recognizing the heightened public and officer safety concerns implicated by the above-enumerated calls, however, the Sheriff's Deputies shall use its best efforts to assist Town police as requested on such calls.

1.7 The Larimer County Sheriff's Deputies may assist Town police with calls in proximity of Town limits and current growth management area.

1.8 The Town will provide to the County access to the Town Administrative Building facilities and equipment for administrative use.

## **2.0 SUPERVISOR**

A Larimer County Sheriff's Office patrol supervisor will be responsible for the supervision of law enforcement and public safety operations for the Town, as needed and as available, during periods that Town police are off or unavailable.

The Sheriff, or designee, will work closely with the Police Chief and/or the Town Manager to exchange information, ensure the Sheriff is meeting expectations and is in compliance with this agreement, and to determine the needs of the Town and define priorities and goals for the Town's law enforcement activities.

## **3.0 PATROL DEPUTIES**

When called upon, deputies will assist the Town in providing law enforcement services as necessary during periods when Town police are unavailable or understaffed for current law enforcement needs. Law enforcement services shall include, but not be limited to, the following: enforcement of Colorado state statutes and county and municipal ordinances, general traffic enforcement, business checks by foot patrol or by vehicle, vacation checks of private residences (as requested), investigation of traffic accidents, and investigation of criminal offenses. Calls for service will be handled by regular on-duty Sheriff's deputies in the same manner and level as they cover unincorporated areas of the County.

## **4.0 INVESTIGATOR**

The Sheriff or designee will assign an Investigator as needed to assist with Town cases. The parties acknowledge resource limitations and responses to other law enforcement needs may prohibit assistance or assignment to every town request.

**5.0 LCSD MENTAL HEALTH CO-RESPONDER UNIT**

The Larimer County Sheriff's Office Mental Health Co-Responder Unit is comprised of two, specially trained and selected deputies, paired with three, Summitstone Mental Health Therapists. The purpose of this unit is to provide a specialized response to person(s) in crisis suffering from a mental health related illness, or those who may be "gravely disabled" due to mental health issues and intervene to provide the necessary assistance with mental health evaluation and treatment or assist in making appropriate resource referrals for chronic call subjects who are requesting assistance or apparently in need of assistance from law enforcement.

The Sheriff will provide access, response, and consultation of the Co-Responder team to Timnath Police Department for chronic-call person(s) who may not meet the criteria for emergency commitment based upon acute symptoms of self-harm or harm to others. The response of the Co-Responder unit to Timnath will be based upon availability and crisis priority.

**6.0 CONTRACT WORK HOURS**

In general, service hours will include assistance to Town police as requested and response to incidents requiring law enforcement assistance after hours and when Town police services are not staffed. Timnath Police currently is working Monday-Friday 0600-2200 and Saturday and Sunday 0600-2200.

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

**7.0 CHANGES TO LEVEL OF SERVICE**

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



## **8.0 TERMINATION OF THE AGREEMENT**

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

## **9.0 LIAISON BETWEEN THE PARTIES**

It is agreed that the Sheriff shall have the full cooperation of the Town, its officers, agents, and employees, so as to facilitate the performance of this Agreement.

It is agreed that for the purpose of maintaining cooperation, local control, and general information on existing complaints and problems in the Town, the Town's Police Chief shall be the channel through which written and oral communication shall be directed between the County (Sheriff's Office) and the Town.

**10.0 BUDGET/COSTS FOR SERVICES PROVIDED**

**Costs for Timnath 2022**

	INVESTIGATOR			TOTAL
	DEPUTY	(50 hrs)	OTHER	
Salary (Wages + Full Benefits)	40,518	3,260	-	43,778
Overtime	1,650	-	-	1,650
Vehicle – Full equipped w/o radio	-	-	-	0
Vehicle Lease (fuel, maintenance, etc.)	4,165	350	-	4,515
Equipment/Clothing	-	-	-	0
Equipment Replacement Cost	911	100	-	1,011
Computer Costs	-	-	28,560	28,560
RMS Access – Central Square	-	-	1,548	1,548
Co-Responder Services	-	-	3,450	3,450
Network Connection back to CRISP network	-	-	7,800	7,800
Bicycle Maintenance	-	-	-	0
<b>TOTALS LCSO</b>	<b>47,244</b>	<b>3,710</b>	<b>41,358</b>	<b>92,312</b>
*Larimer County Indirect Cost	4,196	324	0	4,520
<b>Total with Larimer County Indirect Costs</b>	<b>51,440</b>	<b>4,034</b>	<b>41,358</b>	<b>96,832</b>

\*Larimer County 2022 indirect costs are currently 9.95% of salary and benefits.  
All indirect costs go back to Larimer County

**Quarterly  
Payments**

Equipment replacements costs include cost of Axon (body worn cameras)

<b>Jan – Mar</b>	<b>\$24,207.98</b>
<b>Apr – Jun</b>	<b>\$24,207.98</b>
<b>Jul – Sept</b>	<b>\$24,207.98</b>
<b>Oct - Dec</b>	<b>\$24,207.98</b>

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

IN WITNESS WHEREOF, the Town of Timnath, by resolution duly adopted by its governing body, caused this Agreement to be signed by its Mayor and attested by its Town Clerk, and the County of Larimer, by the Board of County Commissioners, has caused these presents to be subscribed by the Larimer County Sheriff and the Chairperson of said Board and the seal of said Board to be affixed thereto and attested by the Deputy Clerk of said Board, all on the day and year first above written.

TOWN OF TIMNATH

ATTEST

      3/22/22  
Mayor Pro Tem                                  Date

      3/22/22  
Town Clerk    Date

POLICE CHIEF

ATTEST

\_\_\_\_\_  
Timnath Police Chief                                  Date

\_\_\_\_\_  
Town Clerk    Date

BOARD OF COUNTY COMMISSIONERS  
OF LARIMER COUNTY

ATTEST

\_\_\_\_\_  
Chair    Date

\_\_\_\_\_  
Deputy Clerk    Date

SHERIFF

APPROVED AS TO FORM

\_\_\_\_\_  
Larimer County Sheriff                                  Date

\_\_\_\_\_  
Deputy County Attorney                                  Date

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

**IN WITNESS WHEREOF, the Town of Timnath, by resolution duly adopted by its governing body, caused this Agreement to be signed by its Mayor and attested by its Town Clerk, and the County of Larimer, by the Board of County Commissioners, has caused these presents to be subscribed by the Larimer County Sheriff and the Chairperson of said Board and the seal of said Board to be affixed thereto and attested by the Deputy Clerk of said Board, all on the day and year first above written.**

**TOWN OF TIMNATH**

*[Signature]*  
Mayor Pro Tem  
3/22/22  
Date

**ATTEST**

*[Signature]*  
Town Clerk  
3/22/22  
Date

**POLICE CHIEF**

*[Signature]*  
Timnath Police Chief  
3-22-2022  
Date

**ATTEST**

*[Signature]*  
Town Clerk  
3/22/22  
Date

**BOARD OF COUNTY COMMISSIONERS  
OF LARIMER COUNTY**

*[Signature]*  
Chair - Pro Tem  
4/5/2022  
Date

**ATTEST**

*[Signature]*  
Deputy Clerk  
4/5/2022  
Date



**SHERIFF**

*[Signature]*  
Larimer County Sheriff  
3-30-22  
Date



**ATTESTED AS TO FORM**  
*[Signature]*  
Deputy County Attorney  
3/29/2022  
Date