

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 46, SERIES 2024**

**A RESOLUTION APPROVING AMENDED AND RESTATED 2024 MUNICIPAL LAW
ENFORCEMENT AGREEMENT**

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 entered into a 2024 Municipal Law Enforcement Agreement with Larimer County, which provided that the Sheriff’s office would provide evening patrol services and other services to the Town; and

WHEREAS, the Town and Larimer County wish to amend the agreement to reflect that the Town will not need regular overnight patrol services after July 1, 2024, but that Larimer County will continue to provide other law enforcement services through the Larimer County Sheriff’s Office; and

WHEREAS, attached hereto as **Exhibit A** is the Amended and Restated 2024 Municipal 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 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.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON MAY 28, 2024.

TOWN OF TIMNATH, COLORADO



Robert Axmacher, Mayor

ATTEST:



Milissa Peters-Garcia, CMC
Town Clerk



EXHIBIT A

AMENDED AND RESTATED 2024 AGREEMENT MUNICIPAL LAW ENFORCEMENT
AGREEMENT BY AND BETWEEN LARIMER COUNTY, COLORADO AND THE TOWN
OF TIMNATH, COLORADO

**AMENDED AND RESTATED 2024 MUNICIPAL LAW ENFORCEMENT
AGREEMENT BY AND BETWEEN
LARIMER COUNTY, COLORADO AND THE TOWN OF TIMNATH, COLORADO**

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	SCOPE OF WORK	2-3
2.0	SUPERVISOR	3
3.0	INVESTIGATOR	3
4.0	LCSCO MENTAL HEALTH CO-RESPONDER UNIT	3-4
5.0	CHANGES TO LEVEL OF SERVICE	4
6.0	TERMINATION OF THE AGREEMENT	4
7.0	LIAISON BETWEEN THE PARTIES	4
8.0	BUDGET/COSTS FOR SERVICE PROVIDED	5-6
	SIGNATURES	7

This Amended and Restated 2024 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 July 1, 2024 through December 31, 2024 unless superseded by a new agreement, and shall replace and supersede the 2024 Statement of Work last executed on February 27, 2024.

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 arrest 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, Investigations, and crime scene assistance.
- 1.4 Access for the Town's police to enter tickets and cases into the records management system. The County will provide the software necessary for the Town's police to access the System. All other equipment required by the Town's police, including hardware and software, and any other costs incurred by the Town's police in accessing and using the System are solely the responsibility of the Town's police. The System is defined as the use of a computer aided dispatch ("CAD") system, a records management system ("RMS"), a jail management system ("JMS") and an automatic vehicle locator ("AVL") system.
- 1.5. The Larimer County Sheriffs' warrant division shall process all Town municipal warrants until the Town has an officer who is trained and certified to process 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 the County with access to the Town Police facilities and equipment for administrative use, as requested, and as space is available.

2.0 SUPERVISOR

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 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.

4.0 LCSD MENTAL HEALTH CO-RESPONDER UNIT

The Larimer County Sheriff's Office Mental Health Co-Responder Unit is comprised of two, specifically trained and selected deputies, paired with three, Summit Stone Mental Health Therapists. The purpose of this unit is to provide a specialized response to person(s) in crisis suffering from 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 the Town 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 the Town will be based upon availability and crisis priority.

5.0 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 writing between the Police Chief and the Sheriff, or their designees and the parties may agree in writing to an additional fee for such services.

In such event, Sheriff's 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.

6.0 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 ninety (90) days written notice of its intention to terminate. In the event that either party elects to terminate this Agreement during its term or fails to agree to renewal as provided in this Agreement, the Town shall be liable for payment in full to the County for its services to the date of termination of this Agreement, regardless of which party terminates.

7.0 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.

8.0 BUDGE/COSTS FOR SERVICES PROVIDED

The costs for the full year shall be as follows beginning July 1, 2024. No refunds shall be due for services prior to July 1, 2024.

		INVESTIGATO R (260 hrs)	OTHER	TOTAL
Salary (Wages + Full Benefits)		17,430	-	17,430
Overtime		-	-	
Vehicle – Full equipped without radio		-	-	0
Vehicle Lease (fuel, maintenance, etc.)		1,508	-	1,508
Equipment/Clothing	-	-	-	0
Equipment Replacement Cost		492	-	492
LCSO Overhead Costs		674	-	674
LCSO Insurance Costs		691	-	691
Computer Costs		-	38,880	38,880
Co-Responder Services		-	3,450	3,450
Network Connection back to CRISP network/RMS Access – Central Square		-	14,402	14,402
Dispatch Services		-	72,435	72,435
Bicycle Maintenance		-	-	0
*Larimer County				

Indirect Cost		1,977	0	1,977
Total with Larimer County Indirect Costs		22,771	129,167	151,938

*Larimer County 2024 Indirect Costs are currently 11.34% of salary and benefits
All indirect costs go back to Larimer County.

	<u>Quarterly Payments</u>
Jan – Mar	\$60,344.47
Apr – June	\$60,344.47
Jul – Sept	\$37,984.50
Oct – Dec	\$37,984.50

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] 5/28/2024
Mayor Date

ATTEST

[Signature] 6/3/24
Town Clerk Date

POLICE CHIEF

[Signature] 6-4-2024
Timnath Police Chief Date

ATTEST

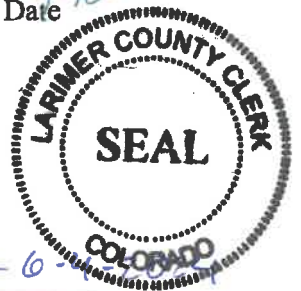
[Signature] 6/3/24
Town Clerk Date

BOARD OF COUNTY COMMISSIONERS

[Signature] 6-4-2024
Chair Date

ATTEST

[Signature] 6
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

ATTEST

Mayor Date

Town Clerk Date

POLICE CHIEF

ATTEST

Timnath Police Chief Date

Town Clerk Date

BOARD OF COUNTY COMMISSIONERS

ATTEST

Chair Date

Deputy Clerk Date

SHERIFF

APPROVED AS TO FORM


Larimer County Sheriff Date 05/22/24


Deputy County Attorney Date 5/14/24