

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 13, SERIES 2025**

**A RESOLUTION APPROVING 2025 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 desires to contract with Larimer County for the performance of law enforcement services through the Larimer County Sheriff's Office from January 1, 2025 through December 31, 2025, as authorized by C.R.S. § 29-1-203 and § 30-11-410; and

**WHEREAS**, attached hereto as **Exhibit A** is the 2025 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.

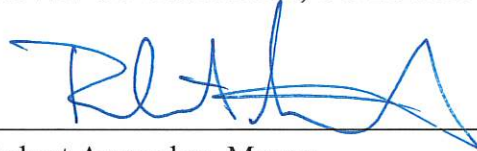
**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:**

**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's Police Chief in consultation with the Legal Counsel, and other applicable staff or consultants.

**INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON FEBRUARY 25, 2025.**

**TOWN OF TIMNATH, COLORADO**



Robert Axmacher, Mayor

**ATTEST:**



Milissa Peters-Garcia, MMC  
Town Clerk



**EXHIBIT A**

2025 AGREEMENT MUNICIPAL LAW ENFORCEMENT AGREEMENT BY AND  
BETWEEN LARIMER COUNTY, COLORADO AND THE TOWN OF TIMNATH,  
COLORADO

**2025 MUNICIPAL LAW ENFORCEMENT AGREEMENT  
BY AND BETWEEN  
LARIMER COUNTY, COLORADO AND THE TOWN OF TIMNATH, COLORADO**

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**2025 STATEMENT OF WORK AND BUDGET AGREEMENT  
BY AND BETWEEN  
LARIMER COUNTY, COLORADO AND THE TOWN OF TIMNATH, COLORADO**

This 2025 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, 2025 through December 31, 2025, 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, Investigations, and crime scene assistance.
- 1.4 Access for the Town's police to enter tickets and cases into the records management system.
- 1.5 The Larimer County Sheriff's 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 a 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 Police Building facilities and equipment for administrative use, as requested and as space is available.

## **2.0 COOPERATION**

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. Additionally, in 2025, as the Town added their first investigator, the Larimer County Sheriff's Office will support and train the Timnath investigator.

## **5.0 LCSO MENTAL HEALTH CO-RESPONDER UNIT**

The Larimer County Sheriff's Office Mental Health Co-Responder Unit is comprised of four, specially trained and selected deputies, paired with four, 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 understaffed.

## **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 THE LARIMER COUNTY ALL HAZARDS/ CRISIS RESPONSE TEAM**

The Larimer County Regional All Hazards/ Crisis Response Team is comprised of approximately 40 deputies, including highly trained operators, precision rifleman, negotiators, technicians, command personnel and emergency service providers. All operators are also certified in wildland firefighting. This team is available to the Town in times of need whether the need be natural disaster, or a high-risk tactical situation to include, but not limited to active violence situations.

**10.0 THE NORTHERN COLORADO DRUG TASK FORCE**

The NCDTF is a joint task force, based in Larimer County, dedicated to the investigation and enforcement of illegal narcotics distribution and organized crime. This team is managed by the Larimer County Sheriff's Office and is available to assist the Town of Timnath. In addition to narcotics investigations, the NCDTF is also the primary response team to hazmat and clandestine laboratory situations.

**11.0 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.

## 12.0 BUDGET/COSTS FOR SERVICES PROVIDED

### Costs for Timnath 2025

|   | INVESTIGATOR<br>(400 hrs) | OTHER          | TOTAL          |
|---|---------------------------|----------------|----------------|
| Salary (Wages + Full Benefits)  | 29,068                    | -              | 29,068         |
| Overtime  | -                         | -              | 0              |
| Vehicle – Full equipped w/o radio                                       | -                         | -              | 0              |
| Vehicle Lease (fuel, maintenance, etc)                                  | 2,496                     | -              | 2,496          |
| Equipment/Clothing  | -                         | -              | 0              |
| Equipment Replacement Costs   | 969                       | -              | 969            |
| Administrative Costs (Computer, Network,<br>Cell phone, etc.)           | 1,144                     |                | 1,144          |
| LCSO Overhead Costs   | 671                       |                | 671            |
| LCSO Insurance Costs  | 828                       |                | 828            |
| Computer Costs  |                           | 50,856         | 50,856         |
| Co-Responder Services   | -                         | 10,000         | 10,000         |
| Network Connection back to CRISP<br>network/RMS Access - Central Square | -                         | 21,164         | 21,164         |
| Dispatch Services   |                           | 72,435         | 72,435         |
| Bicycle Maintenance   | -                         | -              | 0              |
| *Larimer County Indirect cost   | 3,160                     | 0              | 3,160          |
| <b>Total with Larimer County Indirect Costs</b>                         | <b>38,335</b>             | <b>154,455</b> | <b>192,790</b> |


\* Larimer County 2025 indirect costs are currently 10.87% of salary and benefits. All indirect costs go back to Larimer County.

| Quarterly<br>Payments |             |
|-----------------------|-------------|
| Jan – Mar             | \$48,197.51 |
| Apr - June            | \$48,197.51 |
| July – Sept           | \$48,197.51 |
| Oct – Dec             | \$48,197.51 |


**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

 2/25/2025  
Mayor Date

ATTEST

 2/25/25  
Town Clerk Date

POLICE CHIEF

 3-3-2025  
Timnath Police Chief Date

ATTEST

 3/3/25  
Town Clerk Date



BOARD OF COUNTY COMMISSIONERS  
OF LARIMER COUNTY

ATTEST

 5/6/25  
Chair Date

 5/6/25  
Deputy Clerk Date

SHERIFF

APPROVED AS TO FORM

 04/10/2025  
Larimer County Sheriff Date

 04/08/2025  
Deputy County Attorney Date