

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 34, SERIES 2025**

A RESOLUTION APPROVING AGREEMENT FOR JAIL SERVICES

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 Exhibit A is an Agreement for Jail Services (the “Agreement”); and

WHEREAS, the joint use of the Larimer County Jail provides increased efficiency for the Town; and

WHEREAS, in accordance with Section 31-15-401(1)(k), C.R.S., the Town may, with the agreement of the Larimer County Commissioners, use the Jail for the incarceration of its Municipal Pre-Sentenced Offenders or Municipal Sentenced Offenders; and

WHEREAS, in accordance with Section 29-1-203, C.R.S., political subdivisions may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the corporations or contracting entities; and

WHEREAS, in order to set forth clearly the responsibilities, obligations, powers and rights of the parties, the Town and the County wish to enter into this 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 Legal Counsel, and other applicable staff or consultants.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON APRIL 22, 2025.

TOWN OF TIMNATH, COLORADO



Robert Axmacher, Mayor

ATTEST:



Milissa Peters-Garcia, MMC
Town Clerk



EXHIBIT A

MUNICIPAL COURT JAIL SERVICES AGREEMENT

AGREEMENT FOR JAIL SERVICES

THIS AGREEMENT is entered into as of April 28, 2025 ("Effective Date"), by and between the Town of Timnath, Colorado ("Town"), and the County of Larimer, a political subdivision of the State of Colorado ("County") (collectively "the Parties") (hereinafter "Agreement"). This Agreement replaces any previous Agreements between the Town and the County for use of the Jail for Municipal Pre-Sentenced Offenders or Municipal Sentenced Offenders which the Town contracts with the County for the use of Jail facilities at the Larimer County Jail (the "Jail") and the associated services of the Larimer County Sheriff (the "Sheriff").

WHEREAS, the joint use of the Jail provides increased efficiency for the Town; and

WHEREAS, in accordance with Section 31-15-401(1)(k), C.R.S., the Town may, with the agreement of the Larimer County Commissioners, use the Jail for the incarceration of its Municipal Pre-Sentenced Offenders or Municipal Sentenced Offenders; and

WHEREAS, in accordance with Section 29-1-203, C.R.S., political subdivisions may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the corporations or contracting entities; and

WHEREAS, in order to set forth clearly the responsibilities, obligations, powers and rights of the parties, the Town and the County hereby enter into this Agreement; and

WHEREAS, this Agreement replaces any previous Agreements between the Town and County for use of the Jail for Municipal Pre-Sentenced Offenders or Municipal Sentenced Offenders.

NOW THEREFORE, in consideration of, the mutual covenants, conditions, and promises contained herein, the Parties hereto agree as follows:

1. DEFINITIONS

- A. "Municipal Court" shall mean the Town's duly designated judicial entity.
- B. "Municipal Court Clerk" shall mean the Town's Court Clerk and staff.
- C. "Municipal Pre-Sentenced Offender(s)" shall mean persons placed in custody with the Sheriff to be held short term as pre-sentenced detainee pursuant to this Agreement. A person held concurrently with another county or district court, probation, parole, or any federal or other state court charge, warrant, hold or detainer shall not be considered a Municipal Pre-Sentenced Offender for purposes of this Agreement.
- D. "Municipal Sentenced Offender(s)" shall mean persons placed in custody with the Sheriff sentenced to a term of incarceration by the Municipal Court pursuant to this Agreement. A person held concurrently with another county or district court, probation, parole, or any federal or other state court charge, warrant, hold or detainer shall not be considered a Municipal Sentenced Offender for purposes of this Agreement.

- E. "Reserved Bed Space" shall mean a fixed number of beds reserved for the Town's use for Municipal Pre-Sentenced Offenders or Municipal Sentenced Offenders at the Jail. Available reserved bed space is determined annually, and may be added by written amendment signed by both parties.
- F. "Extraordinary Health Care" shall mean prescription medication for serious, chronic, infectious and/or uncommon illnesses such as diabetes and hepatitis; respiratory care including requirements for oxygen; rehabilitation therapy and equipment; care requiring a general or spinal anesthetic; care requiring the services of a surgeon and attending nursing care; X-rays incident to continuing off-site care; dental surgery excluding the repair of cavities, on-site tooth extraction or routine dental procedures; ambulance or Air Life transportation. Included are extraordinary health care expenses for prescribed prosthetics, hearing aids, prescribed eyeglasses, dentures or costs for any cosmetic, dental or elective medical procedure or treatment.

2. CONDITIONS FOR ACCEPTANCE OF MUNICIPAL PRE-SENTENCED OFFENDERS OR MUNICIPAL SENTENCED OFFENDERS

The following conditions must be met before a Municipal Pre-Sentenced Offender or Municipal Sentenced Offender will be accepted for commitment or placement at the Jail:

- A. The Municipal Pre-Sentenced Offender or Municipal Sentenced Offender must be an adult, eighteen (18) years-of-age or older.
- B. The Municipal Pre-Sentenced Offender or Municipal Sentenced Offender must be medically cleared for incarceration as determined solely by the Jail health care provider and must not have a serious medical and/or mental health condition, and the Municipal Pre-Sentenced Offender or Municipal Sentenced Offender must not be under a 72 hour emergency mental health hold as set forth in Section 27-65-105 *et seq.*, C.R.S.
- C. Pre-booking documentation required by the Jail is complete, which shall include, but is not limited to, the written exact description of the municipal ordinance violation; OR the written exact description of the original municipal ordinance when the booking results from a municipal arrest warrant for failure to appear, comply, or complete conditions; OR the municipal mittimus, jail order or warrant.
- D. One of the following forms of documentation for the municipal ordinance violation must either accompany the Municipal Pre-Sentenced Offender or Municipal Sentenced Offender OR have been provided to the Sheriff prior to the Municipal Pre-Sentenced Offender or Municipal Sentenced Offender being booked into the Jail:

I. Jail Order or Mittimus

A Jail order or mittimus shall be accepted only if the commitment is

for consecutive days, with the consecutive days not consisting of weekend days only or with days of liberty interspersed with days of detention.

II. Arrest or Bench Warrant

Notice of the municipal arrest or bench warrant service shall be made to the Municipal Court Clerk by a mutually accepted method, no later than the following working day. The municipal law enforcement agency listed as the warrant originating agency on the Colorado Bureau of Investigation's Colorado Crime Information Center (CCIC) computer system will be notified that the Municipal Pre-Sentenced or Municipal Sentenced Offender has been located when the warrant is confirmed. The Jail shall not be responsible for notice to the Town, Municipal Court, or Municipal Court Clerk other than by the means described in this Agreement.

3. DESCRIPTION OF SERVICES

- A. In accordance with the terms of this Agreement, all Parties acknowledge and agree that the Town has not contracted for prepaid "Reserved Bed Space," as defined above, for Municipal Sentenced Offenders at the Jail. All Municipal Pre-Sentenced Offenders and Municipal Sentenced Offenders, shall be held on a space-available basis. In the event that there is no space available for Offenders at that time, the Sheriff shall notify the Municipal Court, who shall designate and advise the Sheriff on which Offenders may be released on a bond.
- B. In accordance with the terms of this Agreement, it shall be the responsibility of the Sheriff to receive and safely keep every Municipal Pre-Sentenced Offender or Municipal Sentenced Offender duly committed or placed in the Jail for safekeeping, examination, or trial or duly sentenced to imprisonment in the Jail upon conviction for any contempt, or misconduct, or for any violation of municipal ordinances. The Sheriff shall provide Municipal Pre-Sentenced Offenders or Municipal Sentenced Offenders with the same services as any other inmate housed at the Jail and shall not release said Municipal Pre-Sentenced or Sentenced Offender from the Jail, on bail or otherwise, except by lawful authority and/or pursuant to the provisions of this Agreement.
- C. The Sheriff shall provide timely notice to the Municipal Court when the Municipal Pre-Sentenced Offender or Municipal Sentenced Offender is to be released pursuant to orders pending in other municipal, county or district court matters. In such instances, Municipal Pre-Sentenced Offenders or Municipal Sentenced Offenders shall be held no more than six (6) hours after such notice pursuant to a municipal detainer.
- D. The Sheriff shall accurately prepare for and accept bonds and related cash or

surety documents, set court appearances in accordance with Municipal Court schedules, complete jail orders, and complete or prepare other Municipal Court documents required to accept and release Municipal Pre-Sentenced Offenders or Municipal Sentenced Offenders into and from the Jail. The Sheriff shall make said documents available to the Municipal Court Clerk by faxing or emailing said documents to the Municipal Court Clerk.

- E. It shall be the responsibility of the Sheriff to determine a Municipal Sentenced Offender's eligibility and conditions for furlough consistent with sentenced County inmates. The Sheriff shall notify the Municipal Court of any Municipal Sentenced Offender's furlough.
- F. The Town shall provide an annual Municipal Court appearance schedule to the Sheriff or acceptable appearance dates and times are indicated on the warrant forms.

4. TERM AND TERMINATION

The initial term of this Agreement will be from the Effective Date until December 31, 2025 (hereinafter "Initial Term"). After the Initial Term, this Agreement may be renewed for up to four (4) additional one (1) year terms with changes in cost addressed annually, if the parties agree to renew annually. However, this Agreement may be terminated by either party, with or without cause, by sixty (60) days written notice from such party delivered to the other party in accordance with Section 11 "Notices". Upon such notice of termination from either party, the Town shall, within sixty (60) days after delivery of said notice, retake physical custody of Municipal Pre-Sentenced Offenders or Municipal Sentenced Offenders in the Sheriff's custody pursuant to this Agreement. On the sixty-first (61st) day after delivery of said notice any Municipal Pre-Sentenced Offenders or Municipal Sentenced Offenders who remain in custody at the Jail shall be released. -

5. EMERGENCY RELEASE

The Sheriff shall have the authority to release Municipal Pre-Sentenced Offenders or Municipal Sentenced Offenders on an emergency basis when the Sheriff deems such release necessary due to exigent circumstances. The Sheriff shall notify the Municipal Court of the Municipal Pre-Sentenced Offender's or Municipal Sentenced Offender's name, date and time released, and the basis for release. Such notification shall be made via email, facsimile or other mutually accepted alternative within the next business day.

It is in the Sheriff's sole discretion to determine those exigent circumstances which necessitate such emergency release. The Jail may, without prior approval from the Municipal Court, release any Municipal Sentenced Offender who, in the Sheriff's discretion, requires extraordinary health care.

Municipal Pre-Sentenced Offenders may be released on personal recognizance bonds as authorized by orders issued by the Municipal Court.

Exigent circumstances may also include inmate overcrowding of the Jail above the population

cap, currently set at 493 prisoners (80% of capacity); however, Municipal Pre-Sentenced Offenders and Municipal Sentenced Offenders being held in Reserved Bed Spaces may not be released solely based on overcrowding.

6. AGREEMENT MONITOR

In order to administer this Agreement effectively, the Town shall designate an Agreement Monitor as outlined in **Schedule A**, attached hereto and incorporated herein by reference.

7. COUNTY'S CONTACT PERSON

The Sheriff or designee shall act as the Sheriff's and the County's Contact Person for purposes of this Agreement. Until further notice is received, the Sheriff's designee shall be the individual named in **Schedule A** attached hereto and incorporated herein by reference. Any change in the Sheriff's or the County's Contact Person shall be effective upon ten (10) days advance written notice to the Town's Agreement Monitor.

8. COST AND REIMBURSEMENT

- A. All parties acknowledge and agree that when the County is asked to receive and book any Municipal Pre-Sentenced Offender and holds said Municipal Pre-Sentenced Offender for any amount of time, it shall be charged as one (1) full day at the Daily Rate as outlined in **Schedule B**, per day. The cost of video arraignment is included in the Daily Rate for all Municipal Pre-Sentenced Offenders.
- B. The Town shall be billed quarterly by the County for costs related to Municipal Pre-Sentenced Offenders or Municipal Sentenced Offenders. Such invoices shall contain itemized listings of Municipal Pre-Sentenced Offenders or Municipal Sentenced Offenders, with dates and times of arrest and release, and warrant or summons numbers. Payment shall be made by the Town within 30 days of the receipt of County's Invoice.
- C. No less than ninety (90) days before the end of each calendar year the County shall notify the Town in writing of the proposed calculated Daily Rate for the following year and provide an updated **Schedule B** that will take effect on January 1 of the following year by amendment. If the parties are unable to reach agreement on the updated Daily Rate forty-five (45) days prior to the end of the then-current annual term, either party may terminate this Agreement effective as of the end of that year.
- D. The costs of providing Municipal Pre-Sentenced Offenders or Municipal Sentenced Offenders routine, on-site medical psychological/psychiatric, dental and medication services, customarily provided to persons sentenced to confinement in the Jail, shall be considered usual costs incident to the operation of the Jail. Municipal Pre-Sentenced Offenders or Municipal Sentenced Offenders receive treatment regardless of a Municipal Pre-Sentenced Offender's or Municipal Sentenced Offender's ability to pay for such services. However, the

costs of any off-site services provided to Municipal Pre-Sentenced Offenders or Municipal Sentenced Offenders prior to their release shall be the responsibility of the Municipal Pre-Sentenced Offenders or Municipal Sentenced Offenders if services are required due to a pre-existing or self-inflicted condition, per Section 17-26-104.5, Colorado Revised Statutes. These usual costs include regularly scheduled sick call, nursing coverage, regular on-site physical visits, routine X-rays for diagnostic purposes which may lead to off-site care, and the dispensing and the cost of common prescription medications for routine and minor illnesses.

9. TRANSPORTATION

Transportation of persons in custody for violation of a municipal ordinance shall be the sole responsibility of the Town.

10. RESPONSIBILITY FOR LEGAL PROCEEDINGS

The Town shall be responsible for defending itself and its officers and employees in any civil action brought against the Town and its officers and employees by any Municipal Pre-Sentenced Offenders or Municipal Sentenced Offenders in the physical custody of the Sheriff. Likewise, the County shall be responsible for defending itself and its officers and employees in any civil action brought against the Sheriff and its officers and employees by any Municipal Pre-Sentenced Offenders or Municipal Sentenced Offenders in the physical custody of the Sheriff. Neither the Town nor its officers or employees shall be deemed to assume any liability for intentional or negligent acts, errors or omissions of the County or the Sheriff, or any officer or employee thereof, arising out of the housing of any Municipal Pre-Sentenced Offenders or Municipal Sentenced Offenders pursuant to this Agreement. Likewise, neither the County or the Sheriff nor its officers or employees shall be deemed to assume any liability for intentional or negligent acts, errors or omissions of the Town, or of its officers or employees, arising out of the housing of any Municipal Pre-Sentenced Offenders or Municipal Sentenced Offenders pursuant to this Agreement.

11. NOTICES

Unless otherwise specified elsewhere in the Agreement, any notice provided for in this Agreement shall be in writing and shall be served by personal delivery, by mail, postage prepaid, or other mutually accepted alternative at the addresses listed in **Schedule A**, until such time as written notice of a change is received from the other party. Any notice so mailed and any notice served by personal delivery or other mutually accepted alternative shall be deemed delivered and effective upon receipt or upon attempted delivery. Nothing in this section prohibits alternative methods of notification in emergency situations necessitating immediate notification to the Agreement Monitor or the Sheriff's or County's Contact Person.

12. NO THIRD-PARTY BENEFICIARY ENFORCEMENT

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 Town, County and the Sheriff, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever to any other person or entity.

13. MODIFICATION AND BREACH

No modification, amendment, renewal or other alteration of or to this Agreement and the attached schedules shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the parties. No breach of any term, provision or clause of this Agreement and the attached schedules shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

14. SEVERABILITY

If any term or condition of this Agreement shall be held to be invalid, illegal or unenforceable, this Agreement shall be construed and enforced without such a provision, to the extent this Agreement is then capable of execution within the original intent of the parties.

15. GOVERNMENTAL IMMUNITY

Each party to this Agreement is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by §§24-10-101 *et seq.*, C.R.S., as from time to time amended or by any other law, or otherwise available to each of the parties, and their respective officers or employees.

16. APPROPRIATIONS

All financial obligations of the parties to this Agreement are subject to budgeting and appropriation of such funds by the governing body of each party each year. This Agreement shall not be construed to create a multiple fiscal year debt or other financial obligation.

17. COUNTERPART SIGNATURES

The parties agree that counterpart signatures of this Agreement shall be acceptable and that execution of the Agreement in the same form by each and every party shall be deemed to constitute full and final execution of the Agreement.

18. PREVIOUS AGREEMENTS

This Agreement and the attached schedules contain the entire Agreement and understanding between the parties and shall supersede any other Agreements concerning the subject matter of this transaction, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by each party's duly authorized representatives as set forth below.

Signed the 6 day of May, 2025

BOARD OF COUNTY COMMISSIONERS
OF LARIMER COUNTY, COLORADO

By: Justin Stephens
Chair



ATTEST:

Daniel
Deputy Clerk

LARIMER COUNTY SHERIFF

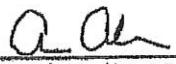
By: John Feyen 04/29/2025
John Feyen, Sheriff

APPROVED AS TO FORM:


[Signature]
Assistant County Attorney 4/29/25

Signed the 28th day of April, 2025

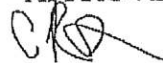
TOWN OF TIMNATH, COLORADO


By: Aaron Adams (Apr 29, 2025 07:25 MDT)
Aaron Adams, Town Manager

ATTEST:


Milissa Peters-Garcia, MMC
Town Clerk

APPROVED AS TO LEGAL FORM:


Carolyn Steffl, Town Attorney

AGREEMENT FOR JAIL SERVICES

SCHEDULE A

Until further notice is received, the Town's Agreement Monitor shall be:

For Town:
Court Clerk / Deputy Town Clerk
4750 Signal Tree Drive
Timmath, CO 80547

Until further notice is received, the County and Sheriff's Contact Person shall be the Sheriff's designee below:

Lieutenant of Projects and Compliance
Larimer County Sheriff's Office
2501 Midpoint Drive
Fort Collins, CO 80525

Any notice to the Town provided for in the Agreement shall be sent to:

Town of Timmath
Judge of the
Timmath Municipal Court
4750 Signal Tree Dr
Timmath, CO 80547

Town Attorney
4750 Signal Tree Drive
Timmath, CO 80547

**AGREEMENT FOR JAIL SERVICES
SCHEDULE B**

**MUNICIPAL PRE-SENTENCED OFFENDER(S) OR
MUNICIPAL SENTENCED OFFENDER(S) DAILY RATE**

Year	2025
Year of Most Recent Cost Per Day Per Inmate Calculation	2023
Cost Per Day Per Inmate (2025 Daily Rate)	\$216.77
Cost for Municipal Offender Full Day (Daily Rate)	\$216.77