

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 5, SERIES 2026**

**A RESOLUTION APPROVING THE 2026 STATEMENT OF WORK AND BUDGET
AGREEMENT FOR MUNICIPAL LAW ENFORCEMENT SERVICES WITH
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, attached hereto as Exhibit A is the 2026 Statement of Work and Budget 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 required purchase proposal and expenditure of funds up to \$188,206.00 is hereby approved, authorized, and ratified for the 2026 municipal law enforcement services with Larimer County. The required agreements may be finalized by the Town Manager, in consultation with the Timnath Police Chief, Legal Counsel, and other applicable staff or consultants. 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 JANUARY 13, 2026.

TOWN OF TIMNATH, COLORADO



Robert Axmacher, Mayor

ATTEST:



Milissa Peters-Garcia, MMC
Town Clerk



ATTACHMENT A

2026 STATEMENT OF WORK AND BUDGET AGREEMENT BY AND BETWEEN LARIMER COUNTY, COLORADO AND THE TOWN OF TIMNATH, COLORADO

This 2026 Statement of Work and Budget Agreement (Attachment "A"), 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the Larimer County Sheriff (the "County"), will be in effect from January 1, 2026 through December 31, 2026, unless superseded by a new agreement.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 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.
- 1.5 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.
- 1.6 The Larimer County Sheriff's Deputies may assist Town police with calls in proximity of Town limits and current growth management area.
- 1.7 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 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.

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

4.0 LCSO MENTAL HEALTH CO-RESPONDER UNIT

The Larimer County Sheriff's Office Mental Health Co-Responder Unit is comprised of specially trained and selected deputies who work closely with mental health professionals and therapists. The purpose of this unit is to provide a specialized response to person(s) in crisis suffering from substance abuse issues, 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, tactical medics, 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 2026

	INVESTIGATOR (400 hrs)	OTHER	TOTAL
Salary (Wages + Full Benefits)	30,842	-	30,842
Overtime	-	-	0
Vehicle – Full equipped w/o radio	-	-	0
Vehicle Lease (fuel, maintenance, etc)	2,780	-	2,780
Equipment/Clothing	-	-	0
Equipment Replacement Costs	969	-	969
Administrative Costs (Computer, Network, Cell phone, etc.)	1,101		1,101
LCSO Overhead Costs	1,158		1,158
LCSO Insurance Costs	1,608		1,608
Computer Costs		42,744	42,744
Co-Responder Services	-	10,000	10,000
Network Connection back to CRISP network/RMS Access - Central Square	-	21,164	21,164
Dispatch Services		72,435	72,435
Bicycle Maintenance	-	-	0
*Larimer County Indirect cost	3,405	0	3,405
Total with Larimer County Indirect Costs	41,863	146,343	188,206

* Larimer County 2026 indirect costs are currently 11.04% of salary and benefits. All indirect costs go back to Larimer County.

	Quarterly Payments
Jan – Mar	\$47,051.46
Apr - June	\$47,051.46
July – Sept	\$47,051.46
Oct – Dec	\$47,051.46

