



**TOWN COUNCIL STUDY SESSION AGENDA**  
**October 12, 2020**  
**5:30 PM**

**I. Town Council Items**

**II. Study Session Items**

1. RTD Service Update - Fussa - 30 minutes
2. Town of Parker/City of Lone Tree Dispatch IGA Update - Tsurapas/Wynn - 15 minutes
3. Municipal Code Updates - Wynn - 20 minutes
4. 2020 Amended Budget and 2021 Budget Follow-Up - Brown - 20 minutes
5. Councilmember Vacancy Discussion - Maloney - 20 minutes



## MEMORANDUM

**TO:** Honorable Mayor and Members of Town Council  
**FROM:** John Fussa, Community Development Director  
**DATE:** October 12, 2020  
**SUBJECT:** RTD Service Update

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**ISSUE:**

Town Council Request to Discuss RTD Service

**FISCAL/BUDGET IMPACT:**

None

**BACKGROUND:**

Town Council Member John Diak has requested a discussion of Regional Transportation District (RTD) service. Currently, the majority of the Town is located within the RTD boundary as are nearby and peer communities such as Lone Tree, unincorporated Douglas County (Pinery, Highlands Ranch), Littleton, Centennial and Aurora. The Town has also required the developers of the Anthology North and Hess Ranch Planned Developments to include into RTD as a condition of the Partial Waiver Resolution for both projects that was approved by Town Council in Spring, 2019.

RTD is the principal provider of mass transit in the Denver Metro Region with transit service to eight (8) counties covering a service area of 2,342 square miles and a population of 3.1 million residents. The agency provides transit service in multiple forms depending upon budget, demand, local conditions and transportation plans that have been adopted. These include include bus, rail, shuttles, ADA para-transit services, demand responsive services like FlexRide, special event services and vanpools. In Parker, RTD service consists of local and regional bus, on-demand FlexRide, Access-a-Ride paratransit and special services like BroncosRide. RTD has also completed most of the FasTracks transit expansion program including the Southeast Rail Expansion (E/F/R Lines) project to the new Ridgeway Parkway Station with free Park-and-Ride located three (3) miles west of Town.

Due to the COVID-19 pandemic, RTD made substantial reductions in service throughout their eight (8) county service area in Spring, 2020 including in the Town of Parker. The agency has been working to restore service subject to budget resources, demand for service, public health considerations and the policy direction of their Board of Directors. Currently, RTD has reinstated and provides the on-demand FlexRide and Access-a-Ride paratransit service in the Town. The FlexRide service operates Monday to Friday from 5:30AM to 6PM within Town limits. The Access-a-Ride service operates Monday to Friday from 5AM to 8PM within Town limits.

RTD is evaluating the restoration of additional transit service in the Town as part of their regular January, 2021 service adjustment process. The additional service being evaluated includes:

1 - The partial restoration of the 483 local bus service from the Parker Park-n-Ride to the Lincoln Station for access to light rail service

2 - The expansion of the FlexRide service including to the Lincoln Station for access to light rail service with an additional shuttle bus

RTD is also currently engaged in an effort to evaluate the mass transit needs of their eight (8) county service area, how and where to provide transit service and how best to meet the service needs of businesses, communities and residents. This effort is called Reimagine RTD and information from the agency about the project may be found at:

<https://www.rtd-denver.com/reimagine>

**RECOMMENDATION:**

None.

**REQUESTED DIRECTION:**

Discussion of RTD Service

**ATTACHMENT:**

None



## MEMORANDUM

**TO:** Honorable Mayor and Members of Town Council

**FROM:** Jamie Wynn, Assistant Town Attorney  
Jim Tsurapas, Chief of Police

**DATE:** October 12, 2020

**SUBJECT:** Town of Parker/City of Lone Tree Dispatch IGA Update

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**ISSUE:**

The Town of Parker and the City of Lone Tree have been engaged in a review of the current Intergovernmental Agreement (the "IGA") related to the dispatch services that the Town provides to the City of Lone Tree. Based on the review and the resulting discussions, staff from both the Town and the City of Lone Tree are recommending updates to the IGA to reflect the current circumstances with respect to the oversight group, to provide a more reasonable calculation of Lone Tree's proportionate costs for services, to provide a more efficient approach for the budget review process, and to clean up some administrative changes.

**FISCAL/BUDGET IMPACT:**

None.

**BACKGROUND:**

Based upon meetings between the Town of Parker and the City of Lone Tree and a review of the current IGA for dispatch services, it was determined that certain amendments to the IGA would provide more accuracy for the IGA and clean up some necessary administrative changes. It would also update the information in the IGA to reflect the current circumstances with respect to the oversight group, would provide a more reasonable calculation of Lone Tree's proportionate costs for services, and would provide a more efficient approach for the budget review process moving forward.

**RECOMMENDATION:**

Staff is seeking Council approval to move forward with the Ordinance to amend the IGA.

**REQUESTED DIRECTION:**

Staff is seeking Council approval to move forward with the ordinance to amend the IGA.

**ATTACHMENT:**

1. Dispatch IGA - Redlined

**~~SECOND~~THIRD REPLACEMENT INTERGOVERNMENTAL  
DISPATCH SERVICES AGREEMENT**

THIS ~~SECOND~~THIRD REPLACEMENT INTERGOVERNMENTAL DISPATCH SERVICES AGREEMENT (the "Agreement") is entered in to this \_\_\_\_\_ day of \_\_\_\_\_, ~~2018~~2020 (the "Effective Date"), by and between the TOWN OF PARKER, a Colorado home rule municipality ("Parker"), and the CITY OF LONE TREE, a Colorado home rule municipality ("Lone Tree") (each individually the "Party" and collectively the "Parties").

WHEREAS, Parker owns and operates a communications and dispatch center for law enforcement and emergency service providers, which dispatch center is located at 18600 E. Lincoln Meadows Parkway, Parker, Colorado 80134 (the "Dispatch Center");

WHEREAS, the Parties entered into an intergovernmental agreement on June 21, 2005, whereby Parker provided Lone Tree with public dispatch services (the "2005 Agreement");

WHEREAS, the Parties entered into a First Amendment to the 2005 Agreement on November 5, 2012, to extend the term of the 2005 Agreement to December 31, 2012 (the "First Amendment to the 2012 Agreement");

WHEREAS, the Parties entered into the Replacement Intergovernmental Dispatch Services Agreement on November 5, 2012, to replace in its entirety the 2005 Agreement, which replacement agreement commenced on January 1, 2013, and was renewed for five (5) one-year terms through December 31, 2018 (the "2012 Replacement Agreement");

WHEREAS, the Parties ~~desire to enter~~entered into the Second Replacement Intergovernmental Agreement, to replace in its entirety the 2012 Replacement Agreement, ~~to commence which replacement commenced~~ on January 1, 2019, ~~to improve the process and was renewed for providing public dispatch services and to address changes in circumstances since Parker and Lone Tree entered into the time period of January 1, 2020 through December 31, 2020~~ (the ~~2012~~2019 Second Replacement Agreement);

WHEREAS, the Parties desire to enter into the Third Replacement Intergovernmental Agreement, to replace in its entirety the 2019 Second Replacement Intergovernmental Agreement to commence on January 1, 2021, to address changes in circumstances since Parker and Lone Tree entered into the 2019 Second Replacement Agreement;

WHEREAS, Lone Tree wishes to receive from Parker, and Parker wishes to provide to Lone Tree, public safety dispatch services ("Dispatch Services");

WHEREAS, Parker and Lone Tree agree that it is in the best interests of the residents of both municipalities for Parker to provide Lone Tree with public safety dispatch services;

WHEREAS, the coordination of services in the manner described herein will save both municipalities money in the long run;

WHEREAS, Parker also recognizes the intangible, nonmonetary benefits that it will enjoy from providing public safety dispatch services for Lone Tree;

WHEREAS, it is the parties' intent that Lone Tree assume all costs, both direct and indirect, associated with Parker's provision of public safety dispatch services to Lone Tree; and

WHEREAS, Article XIV, § 18(2)(a) of the Colorado Constitution and Article 1, Title 29, C.R.S., encourage and authorize governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

A. Services. Services to be provided by Parker and Lone Tree:

1. Services. Parker shall provide to Lone Tree the Dispatch Services outlined in the Statement of Work set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

2. Increase in Services. Each party shall provide prior written notice to the other party of any events which are in such notifying party's control that are anticipated to increase such notifying party's call volume by more than ten percent (10%) annually. Such notice shall be provided to the other party within fourteen (14) days of the notifying party's knowledge of any such events that are not privileged or confidential; provided, however, that in no case shall the notifying party provide less than ninety (90) days prior written notice of such events.

3. Reports. In addition to any reports required by the Statement of Work, Parker shall provide to Lone Tree quarterly management reports.

4. Ownership of Records and Data. All records of the Dispatch Center related to calls dispatched for Lone Tree, including electronically stored data, geographic information system ("GIS") data, computer-aided dispatch ("CAD") data, and audio tapes, shall be co-owned by Lone Tree and Parker. Parker shall not dispose of any such records inconsistent with the Town of Parker Records Retention Schedule on file with the Parker Town Clerk, without the prior written authorization of Lone Tree by and through the City Manager or his or her designee.

5. Existing Services. It is the intent of the Parties that the provision of Dispatch Services to Lone Tree pursuant to this Agreement does not decrease the level of existing services currently provided to Parker or Lone Tree.

6. Administration. It is the overriding and critical desire of both Parker and Lone Tree to ensure that the working relationship of the Parties remain strong and united in implementation of this Agreement. To that end, there is hereby created two working groups, the "Joint Working Group" and the "Oversight Group," to administer the Dispatch Services.

a. Joint Working Group. The Joint Working Group shall be comprised of one Parker Police Commander, one Lone Tree Police Commander, and the Communications Manager, or their designees. Additional personnel from each of

the Parker and Lone Tree police departments may be appointed to the Joint Working Group upon a majority vote of all its members; provided, however, if an additional member from one police department is appointed to the Joint Working Group, then the other police department shall also appoint an additional member to the Joint Working Group. The Joint Working Group shall meet on a monthly basis throughout the calendar year, unless both Parties agree to vacate any specific monthly meeting. Notwithstanding the foregoing sentence, Joint Working Group meetings may be called at any time by any member of the Joint Working Group, upon seventy-two (72) hours advance notice to the other members. The Joint Working Group shall develop and establish operating procedures for the Dispatch Center to the extent necessary to address matters that are not contained or adequately described in this Agreement or the Scope of Work. The meetings of the Joint Working Group shall not be subject to the Colorado Open Meetings Law.

b. Oversight Group. The Oversight Group shall be comprised of the Parker Police Chief, Parker ~~City Manager, Parker Finance Director~~ Town Administrator, the Lone Tree Police Chief, the Lone Tree City Manager, ~~and the Lone Tree Finance Director~~, or their designees. The Oversight Group shall meet periodically, but not less than one (1) time per year. Oversight Group meetings may be called at any time by any member of the Oversight Group, upon seventy-two (72) hours advance notice to the other members. The meetings of the Oversight Group shall not be subject to the Colorado Open Meetings Law. The Oversight Group may consider and shall make recommendations on the following matters:

- i. Purchasing Procedures. The Working Group shall establish purchasing procedures ("Purchasing Procedures") for equipment necessary to provide the Dispatch Services and make recommendations to the Oversight Group.
- ii. Staff. The Working Group shall recommend to the Oversight Group new staff which it determines will be necessary to operate the Dispatch Center.
- iii. Budget. The Oversight Group shall recommend a budget as described in Section 9 hereof to the Parker Town Council and the Lone Tree City Council, each year this Agreement is in effect.
- iv. Dispute Resolution. The Oversight Group will address disputes between the Parties related to the implementation of this Agreement.
- v. Matters of Concern. The Oversight Group will consider other matters of concern between the Parties related to the implementation of this Agreement.

7. Capital Equipment Purchases. While Dispatch Services are being provided to Lone Tree by Parker, it may become necessary to purchase additional equipment, data, and software systems to serve the needs of the Dispatch Center or the specific Dispatch Service

needs of Lone Tree (the "Capital Equipment Purchases"). Such Capital Equipment Purchases shall be made in compliance with the Scope of Work, the budget, and the Purchasing Procedures, subject to the Joint Working Group's prior approval. The Administrative Fee (as defined below) shall not be charged on the Capital Equipment Purchases. Notwithstanding the foregoing, Parker at its sole expense may acquire additional capital equipment that Parker determines is necessary in the exercise of its sole discretion, for the health, safety, and welfare of the Town of Parker.

8. Budget for 20192021. All costs of the Dispatch Services attributable to Lone Tree (the "Allocated Costs") for 20192021 shall be based on ~~an estimated call~~ Lone Tree's proportionate share of the total authorized sworn peace officers of each agency for service the current year, averaged with Lone Tree's proportionate share of citizen generated calls for service volume, as more particularly described in averaged for the preceding three years, the total Allocated Costs of which the parties have agreed is thirty-eight percent (38%) attributed to Lone Tree. Exhibit B, attached hereto and incorporated herein by this reference. ~~Exhibit C, attached hereto and incorporated herein by this reference,~~ shall constitute the annual budget for Dispatch Services for 20192021, subject to the annual adjustment to calls for service. ("Total Communications Budget"). The Allocated Costs for 20192021 shall be the agreed upon thirty-eight percent (38%) of the Total Communications Budget, as provided in Exhibit CB.

9. Budget for 20202022 and Future Years. The Allocated Costs to be paid by Lone Tree in 20202022 and in each future years year thereafter during the Term shall ~~be as set forth in the annual budget as approved by~~ equal Lone Tree's proportionate share of the Parties and be based on prior year's audited actual costs. The for Dispatch Services. Any changes to the current formulation of the annual budget for Dispatch Services will be by mutual agreement of the Parties. The annual budget shall include the amount and timing of Capital Equipment costs attributed to Lone Tree, as well as an estimate of the operational costs to be charged to Lone Tree.

a. ~~Preliminary Budget. An initial preliminary planning budget and cost estimates~~ Final Budget. As the calculations for Dispatch Services for the next fiscal the year 2022 and future years will be based on the prior year's audited actuals, the Town of Parker Finance Department, shall be presented to both Parties by the Joint Working Group present a final budget for Lone Tree's review and approval on or before August 1<sup>st</sup> 15th of each year.

b. ~~Recommended Budget. As early as possible, but no later than September 1<sup>st</sup> of each year, Parker shall submit to Lone Tree the budget for Dispatch Services for the next fiscal year to be recommended by Parker to its Town Council.~~

e. ~~Final Budget. The final budget for Dispatch Services for the next fiscal year shall be presented to Lone Tree by Parker as early as possible, but no later than December 1<sup>st</sup> of each year.~~

10. Monthly Statement and Payments. Parker will send Lone Tree a monthly statement within thirty (30) days after the end of each calendar month for the Allocated Costs for the

preceding month. Lone Tree shall pay Parker the amount due on such statement within thirty (30) days of receipt thereof. If such statement is not paid in full within thirty (30) days of receipt thereof, Parker shall refer the issue to dispute resolution as provided in Section A.6.b.iv of this Agreement.

- a. Administrative Fee. In addition to the Allocated Costs, the monthly statement shall include an administrative fee equal to ten percent (10%) of the Allocated Costs for the preceding month (the "Administrative Fee"), which shall be used to pay the reasonable and customary administrative costs of Parker incurred in connection with Parker's obligations under this Agreement. Notwithstanding the foregoing, in no event will the Administrative Fee payable hereunder exceed \$75,000.00 for any given year.

B. Term and Termination.

1. Term. The initial term of this Agreement shall be from January 1, ~~2019~~2021, through December 31, ~~2019~~2021. Thereafter, this Agreement shall automatically renew for five (5) subsequent one (1) year terms, unless earlier terminated as provided herein.
2. Termination. This Agreement may be terminated by either Party for any reason upon written notice to the other Party provided no later than July 1<sup>st</sup> of any year, and then the Agreement shall terminate on December 31<sup>st</sup> of the year in which the notice is given.
3. Appropriation. Pursuant to Article X, § 20 of the Colorado Constitution, the Parties' financial obligations under this Agreement and the renewal of this Agreement are specifically contingent upon annual appropriation of funds sufficient to perform such obligation. Should adequate appropriations not be made by either Party, this Agreement shall automatically terminate. This Agreement shall never constitute a debt of either Party within any statutory or constitutional provision.

C. Miscellaneous.

1. Notices. Any notice required by this Agreement shall be in writing and mailed by first class mail, postage prepaid, to the respective parties as follows:

Parker:           Town Administrator  
                      Town of Parker  
                      20120 East Mainstreet  
                      Parker, CO 80138

Lone Tree:       City Manager  
                      City of Lone Tree  
                      9220 Kimmer Drive, Suite 100  
                      Lone Tree, CO 80124

2. Insurance. Parker agrees to procure and maintain, at its sole cost and expense, the following insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least A by A.M Best Company, throughout the term of this

Agreement. Parker shall give notice to Lone Tree at least thirty (30) days prior to the cancellation or nonrenewal of such policies. Parker shall give notice to Lone Tree within five (5) business days, or as soon as practicable, of any modification of any such policies. Parker shall, upon request, promptly furnish Lone Tree with copies of policies obtained pursuant to this Section D.2.

a. Property Insurance to cover all Parker property, including the equipment utilized by the Dispatch Center; and

b. Commercial General Liability Insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate. This policy will also include errors and omissions coverage.

3. Hold Harmless. To the extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party and its officers, agents, employees and insurers from and against any and all claims, damages, liability, causes of action or expense of whatever nature (including costs, expenses and attorney fees) which may result from any loss, injury or damage allegedly sustained by any person or entity arising out of or caused by the first Party's negligence or failure to fulfill the terms and conditions of this Agreement.

4. Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities either Party may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

5. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with, the laws of the State of Colorado and venue for any legal action arising out of this Agreement shall be in Douglas County, Colorado.

6. Integration. The foregoing constitutes the entire agreement between the Parties and no additional or different oral representation, promise, or agreement shall be binding on any Party with respect to the subject matter of this Agreement.

7. Modification. This Agreement may only be modified upon written agreement of both Parties.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors, assigns or heirs.

9. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

10. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.

11. Independent Contractor. Parker is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the

relationship of employer or employee between Lone Tree and Parker or any of Parker's agents or employees. Nothing in this Agreement shall make any employee of Lone Tree a Parker employee or any employee of Parker a Lone Tree employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, workers' compensation or any other rights or privileges accorded the Parker or Lone Tree employees by virtue of their employment.

PARKER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS OR WORKERS' COMPENSATION BENEFITS OR ANY OTHER RIGHTS OR ENTITLEMENTS OF EMPLOYMENT UNLESS PARKER OR SOME ENTITY OTHER THAN LONE TREE PROVIDES SUCH BENEFITS.

12. Duplicate Originals. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**TOWN OF PARKER, COLORADO**

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney's Office

**CITY OF LONE TREE, COLORADO**

By: \_\_\_\_\_  
Jacqueline A. Millet, Mayor

ATTEST:

\_\_\_\_\_  
Jay Robb, City Clerk



## **EXHIBIT A**

### **Statement of Work**

#### **Overview:**

This Statement of Work provides a description of the services and equipment to be provided for this specific project. “TOP” refers to the Town of Parker, “COLT” refers to the City of Lone Tree, “PPD” refers to Parker Police Department and “LTPD” refers to Lone Tree Police Department. This Statement of Work does not include any requests for work, items or services not described in this Statement of Work.

The following acronyms for other items, systems and organizations that will be referenced throughout this document who are not parties to this Statement of Work:

- “ALI” – Automatic Location Identification
- “ANI” – Automatic Number Identification
- “CAD” – Computer-Aided Dispatch
- “CBI” – Colorado Bureau of Investigation
- “CCIC” – Colorado Crime Information Center
- “CCNC” – Consolidated Communications Network of Colorado
- “~~DCETAD~~CETSA” – Douglas County Emergency Telephone Service Authority
- “EPN” – Emergency Preparedness Network
- “ESN” – Electronic Serial Number
- “IT” – Information Technology
- “NCIC” – National Crime Information Center
- “NIBRS/UCR” – National Incident-Based Reporting System/Uniform Crime Reports
- “ORI” – Originating Agency Identifier
- “PSAP” – Public Safety Answering Point
- “RMS” – Records Management System

#### **Description of Services:**

It is the intent of the PPD to provide twenty-four (24) hour, seven day per week, public safety dispatch services to the LTPD at the Dispatch Center.

These services will include the following:

- 911 PSAP for emergency calls;
- Answering ~~non-emergency~~nonemergency calls via regular telephone equipment;

- Tracking of calls for service using a CAD System;
- Live CAD data available at all times
- Radio/telephone/e-mail/etc. communication between the Dispatch Center and field units;
- CCIC and NCIC services from the field within CCIC /NCIC guidelines;
- Communication between the Dispatch Center and mobile computers in the field if provided by LTPD (dependent on software and wireless connectivity provided by LTPD);
- Mobile software and hardware applications for LTPD will be purchased by LTPD;
- Mobile software and hardware support will be provided by the TOP IT Department, including in-car hardware and ~~VisiNet~~ Mobile CAD software.

These services do not include:

- Any IT services except for those required in the operation of the 911 system, dispatch radio system, dispatch phone system, applicable mobile applications, audio recording application and CAD system; or
- Any records processing, storage or management services beyond what is associated and necessary for the operation of the public safety dispatch function; ~~or.~~

The Dispatch Center will be operated in accordance with the operating and personnel policies of the PPD and the TOP.

#### **Administration:**

In an effort to maintain a positive environment for both the PPD and the LTPD, it is imperative for issues and problems to be addressed efficiently. To foster communication, the Dispatch IGA has created the “Joint Working Group” and “Oversight Group” as provided in Section 6 of the Dispatch IGA.

Other administrative considerations are as follows:

- LTPD employees and command staff will follow the established chain of command when contacting Dispatch Center employees.
- LTPD will need to keep PPD apprised of any staff changes, changes to radio identifiers and any other information that may be important to Dispatch Center operations.
- LTPD will coordinate, maintain and update all emergency contact information for its staff with the Dispatch Center.
- LTPD will utilize established radio procedures and terminology. Legitimate needs for variation will be considered by the Oversight Group.
- LTPD will forward a shift roster that includes district assignments and unit number prior to the beginning of each shift.

- ~~Over the next three (3) years, both PPD and LTPD will work toward separate radio channels during peak times, subject to any additional staffing and/or budget considerations. This continued goal will be discussed by the Oversight Group.~~

Any additional issues of a significant nature that arise during the term of the Dispatch IGA will be forwarded to the Oversight Group for review. (Also see Paragraph 6.b.iv, “Disputes.”)

The PPD and the TOP reserve final authority over the operation of the Dispatch Center.

#### **Personnel:**

All Dispatch Center personnel are employees of the TOP and are subject to the policies and operating procedures of the TOP and the PPD. All employees of the Dispatch Center will be selected, hired and supervised by the TOP and the PPD pursuant to TOP policies, procedures and rules. It is the intent of the PPD to include LTPD in dispatcher selection processes.

~~AH~~TOP IT personnel are employees of the TOP and are subject to the policies and operating procedures of the TOP and its IT Department pursuant to TOP policies, procedures and rules.

#### **911 Services:**

PPD will house and operate the 911 PSAP utilizing equipment that is owned and maintained by the TOP. This equipment is already in place and is capable of handling the increased load from the addition of LTPD calls. All 911 equipment is procured, installed, maintained and utilized in accordance with the rules of the TOP. Phone and radio transmissions that utilize predetermined lines and frequencies will be recorded.

#### **911 Equipment Provided:**

- Enhanced 911 system
- 911 management software
- Recording equipment

The LTPD will provide ANI/ALI/ESN information from all calling locations within the COLT to the PPD PSAP and make arrangements for that information to be routed to the PPD as needed.

EPN service capabilities are currently in place and will be provided to LTPD. The LTPD will be responsible for any costs associated with EPN activations resulting from its operations.

#### **Non-Emergency Calls:**

The Dispatch Center will answer ~~non-emergency~~nonemergency calls requiring police services for LTPD and will then dispatch resources as needed. It is understood that LTPD will have staff during regular business hours to handle general information and business calls. After regular business hours, calls will be transferred to the Dispatch Center where they will be answered and routed as needed. Calls not requiring police response will be routed back to LTPD administrative staff or another LTPD-defined phone number or staff member. Some of these calls may be handled by the COLT-automated phone system when appropriate.

### **Computer-Aided Dispatch:**

The PPD will house and maintain the CAD system. ~~The system currently in use that is a Tritech Inform system and will be~~ capable of ~~multi-agency~~ multiagency dispatching ~~after the purchase of additional licensing~~. The CAD system, software, data and attachments will remain the property of the TOP. This system will be utilized to track calls for service requiring LTPD response. LTPD will be responsible for providing map data, code files, unit information, patrol areas, radio identifiers, radio call signs, etc., so that these items may be integrated into the CAD system. The LTPD may request or view CAD data as needed within the limits of applicable policies and laws. LTPD will be provided with periodic reports on response times, calls for service, call locations, etc., that can be obtained from available CAD data sources.

### **Radio Communication:**

The PPD will provide dispatch radio consoles and ~~800-MHz~~ appropriate talk group capacity to LTPD on PPD talk groups. This will enable two-way communications between the Dispatch Center and LTPD units and personnel in the field. LTPD will be responsible for providing all radios for police vehicles, police personnel and any other radios LTPD may want to acquire. These radios must be compatible with the CCNC system and must be properly programmed and aligned to PPD and CCNC standards. These radios will be maintained by LTPD. The LTPD will be responsible for obtaining membership to the CCNC and for any charges associated with this membership and CCNC radio operation fees. The LTPD will be responsible for forwarding personnel rosters, district/beat information, car designations, radio identifiers and radio call signs, as well as any future updates to this information. Radio call signs will need to be coordinated between PPD and LTPD so that there are no duplications.

### **CCIC/NCIC Inquiries:**

The PPD will provide CCIC/NCIC services to LTPD units and personnel in the field who would normally utilize a dispatch center for this information. This information includes checks for wants and warrants, warrant confirmation, vehicle listings, driver's information, serial number clearance, etc. The LTPD will be responsible for obtaining its own CCIC/NCIC connection, required hardware, required software and ORI number. The LTPD will be responsible for appointing its own CCIC/NCIC coordinator who will insure that LTPD operates within CCIC/NCIC guidelines. LTPD personnel will be responsible for the entry of municipal warrants, stolen property, vehicles, pawn slips, etc., through its own ORI, unless the entry of these items is of a time-sensitive nature. PPD will provide CCIC/NCIC information, warrant confirmation, teletypes, locates, etc., and any other entries that are normally requested through the dispatch center. The LTPD will be responsible for its own NIBRS/UCR entries into CCIC/NCIC and for annual statistic confirmation and reporting with the CBI. PPD will act as the "guard agency" for LTPD within CCIC/NCIC guidelines.

### **Disputes:**

The Oversight Group will address any complaints, concerns or disputes of a significant nature that arise regarding dispatch services. Issues of lesser importance may be addressed by the supervisory staff of the two agencies within the guidelines set forth by the Oversight Group. The value of open

and efficient communications is imperative to the successful operation of a quality communications and a mutually beneficial partnership.

**EXHIBIT B**

**TOTAL COMMUNICATIONS BUDGET**



## MEMORANDUM

**TO:** Honorable Mayor and Members of Town Council  
**FROM:** Jamie Wynn, Assistant Town Attorney  
**DATE:** October 12, 2020  
**SUBJECT:** Municipal Code Updates

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**ISSUE:**

Update Municipal Code sections 3.01.080 related to Trials, specifically the jury fee, and 8.08.060 related to Display, consumption or use of marijuana in public places, specifically the penalty.

**FISCAL/BUDGET IMPACT:**

None.

**BACKGROUND:**

Upon a review of Parker Municipal Code Section 3.01.080 - Trials, it was determined that the current jury fee of forty-five dollars (\$45.00) listed in the Code is not consistent with the State's Municipal Court Rules. Though the Town is a home-rule municipality, based on the legal authority, the Town must still abide by the State's fee of twenty-five dollars (\$25.00) for the jury fee in Municipal Court. Parker Municipal Code Section 8.08.060 - Display, consumption or use of marijuana in public places, does not list a specific penalty for a conviction, guilty plea, or no contest. Under Municipal Code Section 8.01.040, there are general penalties established for various violations under Title 8. However, the other provisions in Chapter 8.08, with respect to violations involving marijuana, limit the punishment to a fine of "not more than one hundred dollars (\$100.00)." For consistency, staff is requesting to amend the Code to include the same punishment for Section 8.08.060 as the other Code provisions related to marijuana violations.

**RECOMMENDATION:**

Staff is seeking Council approval to move forward with the two ordinances to amend Municipal Code Sections 3.01.080 - Trials, and 8.08.060 - consumption or use of marijuana in public places.

**REQUESTED DIRECTION:**

Staff is seeking Council approval to move forward with the two ordinances to amend Municipal Code Sections 3.01.080 - Trials, and 8.08.060 - consumption or use of marijuana in public places.

**ATTACHMENT:**

None



## MEMORANDUM

**TO:** Honorable Mayor and Members of Town Council  
**FROM:** Mary Lou Brown, Finance Director  
**DATE:** October 12, 2020  
**SUBJECT:** 2020 Amended Budget and 2021 Budget Follow-Up

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**ISSUE:**

2020 Amended Budget and 2021 Budget

**FISCAL/BUDGET IMPACT:**

This is part of the process in setting the Town's 2020 Amended Budget and 2021 Budget

**BACKGROUND:**

A budget retreat was held with Town Council on Friday, September 25, 2020. At that meeting, the previously discussed (July 27 study session) expenditure roll backs for the 2020 Amended Budget and the 2021 Budget were discussed in detail. The 2021 Budget was presented for the General Fund and all other major funds of the Town.

Overall, Town financials are very strong. Sales tax revenue continues to exceed expectations for 2020 and most funds are in a solid position with their cash balances.

As to be expected, both the Cultural Fund and the Recreation Fund financials are feeling more stress than normal due to the direct impact of COVID-19 on operations. The Cultural Fund budget is built on the assumption of continuing impacts of the virus through the first six months of 2021 and both revenue and expense have been scaled back from normal operating levels. Included in the 2020 Amended Budget is an additional transfer from the General Fund of \$555,744 to the Cultural Fund to offset expenses related to maintaining open facilities during 2020. The end of year 2021 cash balance is very low even with the additional transfer; financial results will be monitored closely throughout the remainder of 2020 and the beginning of 2021.

The Recreation Fund budget is built on the assumption activities and participation rates resume pre-COVID levels very quickly in early 2021. Revenues and expense are both budgeted above the 2019 actuals. An additional transfer from the Parks and Recreation Fund to the Recreation Fund is included in 2021 to provide funding for capital projects. Just as with the Cultural Fund, the Recreation Fund financial results will be closely monitored and a focus of 2021 will need to be building a higher cash balance.

The General Fund is in a very strong position at the end of the 2021 Budget period. The Cash to Total Expense Ratio is budgeted at 31.6% versus the required 25% level. This strong cash position is after the inclusion of new transfers out in the amount of \$11,000,000. The majority

of this amount, \$10,000,000, is budgeted to transfer to the Capital Facilities Reserve Fund as a savings account for future Town infrastructure needs. The additional \$1,000,000 transfer is to the Medical Benefits Fund.

Operational expense in the General Fund will increase only 1.7% over the 2020 Amended Budget (with expense reduction rollbacks included) or approximately \$567,000. Sales tax revenue is budgeted to increase only 3% in 2021 which is a very conservative growth rate based on history.

Overall, the General Fund is in a position to absorb, to a certain degree, unknown negative future economic conditions.

**RECOMMENDATION:**

The purpose of this study session item is to address any additional questions following the Budget Retreat.

**REQUESTED DIRECTION:**

Propose additional budget related questions and discuss.

**ATTACHMENT:**

None