PARKER
COLORADO

TOWN COUNCIL STUDY SESSION AGENDA
April 14, 2025
4:00 PM

I. **Study Session Items**

1. Legislative Briefing with Staff - Hogan - 60 minutes
2. Parker Youth Commission Update - PYC Commissioners/Sullivan - 30 minutes
3. Parker Youth Commission Recognitions - Sullivan - 15 minutes
4. Traffic and Transportation Update - Williams - 1 hour
5. Peace Officers Heart Testing Trust - Gramer/Tsurapas - 30 minutes
6. Elected Officials Policies Update - Kivela - 30 minutes

II. **Staff Updates**

III. **Town Council Updates/Items**

MEMORANDUM

TO:	Honorable Mayor and Members of Town Council
FROM:	Emily Hogan, Assistant Town Manager
DATE:	April 14, 2025
SUBJECT:	Legislative Briefing with Staff

ISSUE:
Staff is presenting a legislative briefing for Council on the upcoming 2025 legislative session of the Colorado General Assembly.

FISCAL/BUDGET IMPACT:
None.

BACKGROUND:
The Town has established a framework for legislative advocacy and takes positions on major policy issues under consideration at the federal, state and local levels that may impact the Town and its residents and businesses. The Town supports legislation that is consistent and furthers advancement of the priorities and objectives found in the Strategic Plan. Conversely, the Town opposes legislation that inhibits achievements of the Strategic Plan and its objectives. These positions are captured in the Town's Legislative Policy Agenda, which is adopted annually.

Advocacy positions to be taken by the Town include:

- **Support** – The Town supports the proposed bill as written. The bill directly relates to Town priorities and/or is considered crucial to Town operations.
- **Oppose** – The Town opposes the proposed bill as written. The bill direct conflicts with Town priorities, forces an unfunded mandate on the Town, interferes with local control and/or conflicts with crucial Town operations.
- **Amend** – The Town deems the bill to directly relate to Town priorities or be considered crucial to Town operations. However, the Town would like to see the bill amended before taking a support or oppose position. The Town will take advocate to amend the bill prior to passage.
- **Monitor** – The Town deems the bill of interest but no position is to be taken at this time. Staff will track progress of the bill and report back to the Council. The Council may take a support or oppose position on the bill at a later time based on changes to the legislation.

- **None –** The Town does not take a position on the legislation. The Town may take a support or oppose position of the bill at a later time.

The Council serves as the Town's legislative review body and is apprised of bills throughout the session and receives regular updates from staff and the Town's lobbyist. The lobbyist (Mutch Government Relations) is contracted to provide legislative advocacy services to the Town. In addition to maintaining a daily presence at the State Capitol when in session, the lobbyist acts as a policy advisor, strategic consultant, coalition organizer and legislative advocate on behalf of the Town.

RECOMMENDATION:
Staff requests a consensus of the Town Council to identify any bills to track or take a position on.

REQUESTED DIRECTION:
Staff requests a consensus of the Town Council to identify any bills to track or take a position on.

ATTACHMENT:
1. 2025 Legislative Agenda 010325

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2025 Legislative Policy Agenda

Introduction

The Town of Parker's 2025 Legislative Policy Agenda ("Agenda") establishes positions taken by the Town Council on major policy issues under consideration at the federal, state, and local levels that may impact the Town and its residents and businesses. The Agenda builds on the Town's existing values, priorities, and objectives identified in its Strategic Plan. With the Strategic Plan as its foundation, the Agenda is given the flexibility to represent the Town's interest in a wide range of policies, even if the policies in question are not explicitly addressed on the Agenda.

The Town's mission and vision are:

Mission

To enrich the lives of residents by providing exceptional services, engaging community resources and furthering an authentic hometown feel. We promote transparent governing, support sustainable development, and foster a strong, local economy.

Vision

Be the pre-eminent destination community of the Denver Metro area for innovative services with a hometown feel. We will be an area leader in economic and community development, and strive to be at the forefront for services, civic engagement, and quality of life.

The Town's Strategic Priorities are:

Support an active community
Parker will demonstrate our commitment to the health of our community, both indoors and out by providing access to outstanding parks, trails and recreation amenities and activities. We promote a healthy lifestyle and work to meet the needs of a diverse, multigenerational community.

Foster community creativity and engagement
Parker will stimulate community creativity and engagement through high quality cultural and educational programs and amenities. These will include community events, accessible cultural venues, state of-the-art facilities and innovative lifelong learning opportunities, all of which are vital to a creative community.

Enhance economic vitality
Parker will be an area leader for economic growth by supporting the development of thriving businesses and industry. We will play a critical role in shaping quality of life through exceptional residential, commercial, and open space development; and creating a sense of place that attracts new employees, residents, and visitors to ensure fiscal stability for the community.

Provide a safe and healthy community
Parker will promote the wellbeing of our community by protecting our residents' welfare through prevention services and a safe transportation network. Parker fosters a feeling of personal safety and security through a visible, responsive public safety presence and a proactive focus on prevention, intervention and safety education.

Innovate with collaborative governance
Parker employs a high-quality dedicated workforce to support transparency, accountability, and fiscal sustainability by using innovative techniques to optimize performance. We engage in regional relationships, including our education, fire, water providers, and other governmental agencies and partnerships.

Develop a visionary community through balanced growth
Parker will demonstrate our commitment to balanced growth, well-planned development, and quality infrastructure using a visionary plan for a sustainable future. We support a healthy, future-focused community with exceptional services, while preserving our historical elements and hometown feel.

The Town of Parker supports legislation that is consistent and furthers advancement of the priorities and objectives found in its Strategic Plan. Conversely, the Town opposes legislation that inhibits achievement of the Strategic Plan and its objectives.

Limitations on legislative involvement

The Town will not take a position on every policy likely to impact the Town or its residents, businesses or other stakeholders in the community. The Town's legislative advocacy function has finite resources and focuses on areas with potential to have the greatest impact to the Town. The Town Council exercises discretion in determining when the Town takes a position on a policy.

Revisions to the Legislative Policy Agenda

The Town Council will review and update this Agenda each year as it deems appropriate. The Council may also choose to revise the Agenda outside of the regular update cycle in limited circumstances. Such circumstances may include a need to quickly respond to a particularly impactful policy or provide further direction to staff where the Agenda is not sufficiently specific on a topic.

The Council approves the Agenda each year via resolution.

Support of other organizations

The Town of Parker may from time-to-time partner with other municipalities or agencies on items of mutual interest. The Town may take a position on legislation to support its partners even if there is no direct impact to the Town itself.

Legislative review process

The Council serves as the Town's legislative review body. The Council is apprised of legislation throughout the session by staff and receives regular updates during Council meetings.

Individual advocacy and free speech

These procedures do not limit and are not intended to abridge the federal and state Constitutional rights of the Town Council and staff when they choose to express personal opinions on legislative matters. When expressing personal opinions, Council Members and staff are strongly encouraged to communicate that any personal opinions are not issued in an official capacity or on behalf of the Town of Parker or the Town Council. Individuals must refrain from the use of the Town's copyrighted logo or other branded materials.

While individual Council Members may advocate for or against legislation in their personal capacity, no Council Member may represent that they speak on behalf of the Town or Town Council when engaging in political advocacy unless the Town Council has taken a formal position for or against such legislation.

Advocacy for new legislation

Formal approval of the Town Council is required for the Town to propose new legislation. Neither the Mayor nor individual Council Members may propose legislation on behalf of the Town without the consent of the full Town Council.

2025 LEGISLATIVE PRIORITIES

Home rule authority and local control

Strategic Priority: All

- The Town supports local control and municipal government home rule authority.
- The Town supports collaboration with local municipalities as certain issues require statewide and multi-jurisdictional response, which are best addressed through early and meaningful engagement.
- The Town supports retention of authority for all municipalities to set local tax rates, expand municipal taxing authority and equitably share new state revenue with municipal governments.
- The Town opposes state legislation that creates unfunded mandates on local municipalities without state funding or other sources of revenue.
- The Town supports property tax policies that do not reduce local government revenue and allow municipalities the flexibility to retain excess revenue and modify debt service mill levies, among other tools.

Land use

Strategic Priority: Support an Active Community; Enhance Economic Vitality; Promote a Safe and Healthy Community; Innovate with Collaborative Governance; Develop a Visionary Community Through Balanced Growth

- The Town supports local control and determination of local land use issues.
- The Town supports municipal discretion concerning the imposition of development fees and requirements.
- The Town supports municipal discretion to adopt, update and enforce local building codes, including those that meet or exceed state standards.
- The Town opposes delegation of municipal land use authority to state agencies or preemption of municipal land use controls.
- The Town opposes mandatory approval of wireless telecommunications facilities permits within a 60-day period as this is a local land use issue and there are no known issues with municipalities delaying review of these applications.

Economic development

Strategic Priority: Enhance Economic Vitality; Develop a Visionary Community Through Balanced Growth

- The Town supports the diversification and expansion of local economies, including support for existing businesses and the creation of new jobs.
- The Town supports regional economic development through partnerships and coordination with local, county, regional and statewide economic partners.
- The Town supports appropriate state tax policies and incentive programs that encourage business expansion, retention and attraction through job creation, investment in capital equipment and employer facility development.
- The Town supports workforce development, including higher education funding and vocational training.
- The Town opposes unreasonable restrictions on urban renewal authorities and downtown development authorities.
- The Town opposes limitations on municipalities' ability to utilize financing mechanisms such as tax increment financing (TIF).

Energy

Strategic Priority: Develop a Visionary Community Through Balanced Growth

- The Town supports reasonable energy conservation efforts and appropriate legislation that accelerates the development of clean, economical energy resources.
- The Town opposes preemption of municipalities in setting and implementing long-term renewable energy goals.
- The Town opposes unfunded federal and state mandates on energy sources that would create unnecessary economic burden on municipalities, local businesses or residents or would reduce energy supply in a significant manner.

Environment, conservation and sustainability

Strategic Priority: Develop a Visionary Community Through Balanced Growth

- The Town supports reasonable and practical application of air and water pollution control laws by federal and state agencies and encourages restraint in modifying legislation and regulations that have a fiscal impact on municipalities.
- The Town supports practices to assure public health, safety and environmental protection and the protection of domestic water sources.

- The Town supports statewide and regional cooperation in drought response planning including water storage, as well as increasing conservation efforts.
- The Town opposes state preemption of local government authority to adopt environmental ordinances.

Housing

Strategic Priority: Support an Active Community

- The Town opposes mandated affordable housing requirements that infringe upon local home rule authority or pose a safety issue.
- The Town opposes state preemption of local authority to adopt and enforce ordinances that regulate use of public spaces and rights-of-way.
- The Town supports increasing local governments' ability to regulate, manage or generate alternative sources of funding for affordable housing, including public-private partnerships.
- The Town supports an adequate supply of diverse housing options and continued public and private sector support for such an effort.
- The Town supports solutions at the state level to limit litigation on construction defects to encourage a variety of housing types, particularly for-sale multifamily housing.
- The Town supports the creation of an adequately financed statewide housing trust fund.

Public health

Strategic Priority: Support an Active Community; Promote a Safe and Healthy Community

- The Town supports the greatest amount of local control possible for the regulation and ability to restrict sales of marijuana, kratom, and products with hallucinogenic properties.
- The Town supports legislation that expands support for those with mental health needs.
- The Town supports legislation that provides state resources for mental health initiatives.
- The Town supports the greatest amount of local control possible for regulating nutraceutical supplements.

Public safety

Strategic Priority: Promote a Safe and Healthy Community

- The Town opposes initiatives that have the potential to compromise officer safety.
- The Town opposes efforts to undermine local control or enforcement of activities on public property.

- The Town opposes the reduction and loss of qualified immunity for government officials.
- The Town supports local control of local emergency services, operations, and involvement of the state as a resource to local government in the areas of information, coordination and training.
- The Town supports federal, state and county funds for those agencies that serve as a resource to municipal emergency services.
- The Town supports state and community-based intervention, prevention and rehabilitation programs and state initiatives that respect the key role of communities and local government officials.
- The Town supports ensuring that municipal governments retain flexibility in implementing federal and state criminal justice programs.
- The Town opposes efforts to undermine local control and create mandates for local governments related to personnel policies and benefits structures.
- The Town supports limitations on the liability of municipalities and their officers and employees.
- The Town opposes state preemption of municipal authority to regulate firearms within municipalities.

Transportation

Strategic Priority: Support an Active Community; Enhance Economic Vitality; Promote a Safe and Healthy Community

- The Town opposes state transit planning that results in mandates for local governments and infringes upon local home rule authority.
- The Town supports better geographic distribution in programming provided to communities by RTD to ensure the Parker area has equitable access to multi-modal transit options that meet the needs of its residents.
- The Town supports greater flexibility and increased funding for multi-modal transportation systems. The Town supports cooperation among Colorado Department of Transportation, counties, municipalities and interested stakeholders in improving Colorado’s transportation system.
- The Town supports legislation and regulatory action that maintains or increases the level of funding provided by the state or passed through the state by the federal government to transportation activities at the local level.

- The Town opposes legislation to transfer maintenance responsibility of state-owned roads to municipalities without adequate short and long-term funding to meet these additional responsibilities.
- The Town supports legislation that would allow local governments to impose an additional local motor vehicle registration fee to fund safety improvements for vulnerable road users (i.e. pedestrians, cyclists, etc.) in a local government's jurisdiction.
- The Town opposes legislation that would require local governments with a population of 25,000 or more to prepare a transportation mode choice implementation plan every 5 years to meet mode choice targets and provide different means of travel to reduce emissions.

Water and wastewater

Strategic Priority: Innovate with Collaborative Governance

- The Town supports water policies that protect Colorado's water resources.
- The Town supports appropriate water conservation efforts and sustainable water resources management practices by all users.
- The Town supports participation in statewide discussions of water use and distribution.
- The Town supports stakeholder input and involvement in developing laws and regulations related to water and wastewater issues.

LEGISLATIVE DELEGATIONS

Town of Parker (all Council Members serve at-large)

Council Member	Email	Phone
Mayor Joshua Rivero	jrivero@parkerco.gov	(303) 841-0353
Anne Barrington	abarrington@parkerco.gov	(303) 841-0353
John Diak	jdiak@parkerco.gov	(303) 841-0353
Todd Hendreks	thendreks@parkerco.gov	(303) 841-0353
Laura Hefta	lhefta@parkerco.gov	(303) 841-0353
Brandi Wilks	bwilks@parkerco.gov	(303) 841-0353
Vacant	TBD	TBD
Michelle Kivela, Town Manager	mkivela@parkerco.gov	(303) 841-0353
Emily Hogan, Asst. Town Manager	ehogan@parkerco.gov	(303) 841-0353
Michael Lawson, Asst. Town Manager	mlawson@parkerco.gov	(303) 841-0353

US Congress

Council Member	Email	Phone
Sen. Michael Bennet	scheduler@bennet.senate.gov	(202) 224-5852
Sen. John Hickenlooper	andres.carrera@hickenlooper.senate.gov	(202) 224-5941
Rep. Lauren Boebert (CO-4)	boebert.scheduling@mail.house.gov	(202) 225-4761

State General Assembly

Council Member	District	Email	Phone
Senator Lisa Frizell	SD 2	lisa.frizell.senate@coleg.gov	(303) 866-2948
Representative Anthony Hartsook	HD 44	anthony.hartsook.house@coleg.gov	(303) 866-4869

Douglas County Commissioners

Council Member	District	Email	Phone
Abe Laydon	1	bocc@douglas.co.us	(303) 660-7400
George Teal	2	bocc@douglas.co.us	(303) 660-7400
Kevin Van Winkle	3	bocc@douglas.co.us	(303) 660-7400

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MEMORANDUM

TO:	Honorable Mayor and Members of Town Council
FROM:	Cheri Sullivan, Community Relations Liaison
DATE:	April 14, 2025
SUBJECT:	Parker Youth Commission Update

ISSUE:
Provide an update of the Youth Commission's short and long term accomplishments and goals.

FISCAL/BUDGET IMPACT:
All items in the update utilize the existing budget.

BACKGROUND:
Approved by the Parker Town Council on May 16, 2022, the Youth Commission provides an opportunity for students to learn more about their local government, participate in the process, and represent and articulate the needs of our community's young citizens.

Current members include:

Bella Harper - Chair
Suhas Gandham - Vice-Chair
Izzy Sanchez - Secretary
Isabella Corriere - Treasurer
Alisa Babic
Mark Durden
Amara Fantl
Brooke Massey
Romir Nautiyal

RECOMMENDATION:
No direction is required at this time.

REQUESTED DIRECTION:
No action is needed at this time.

ATTACHMENT:
None

MEMORANDUM

TO: Honorable Mayor and Members of Town Council

FROM: Cheri Sullivan, Community Relations Liaison

DATE: April 14, 2025

SUBJECT: Parker Youth Commission Recognitions

ISSUE:
Town Council recognition of outgoing Youth Commission members.

FISCAL/BUDGET IMPACT:
None.

BACKGROUND:
Youth Commission members serve 2 year terms. Four current members' terms will be ending on May 31, 2025.

RECOMMENDATION:
No direction is required at this time.

REQUESTED DIRECTION:
Recognize outgoing Youth Commission members.

ATTACHMENT:
None

MEMORANDUM

TO:	Honorable Mayor and Members of Town Council
FROM:	Tom Williams, Director Eng/PW
DATE:	April 14, 2025
SUBJECT:	Traffic and Transportation Update

ISSUE:
Town staff (Dave Aden and Tom Williams) will be providing an update on a variety of topics including multi-modal transportation and traffic safety improvements.

FISCAL/BUDGET IMPACT:
None at this time.

BACKGROUND:
The Town has planned, designed and constructed a significant number of multi-modal transportation improvements over the past few years. These improvements include pedestrian and bicycle improvements focused on providing access for all users of our roadway systems. The presentation will include a brief summary of the recent improvements constructed by the Town and future/planned improvements.

The Traffic Division of Engineering/Public Works has also installed/constructed a number of traffic safety improvements focused on accident reduction and pedestrian safety over the past few years. The presentation will include an overview of this program and plans for future safety measures in Parker.

RECOMMENDATION:
For informational purposes.

REQUESTED DIRECTION:
None at this time.

ATTACHMENT:
None

MEMORANDUM

TO: Honorable Mayor and Members of Town Council

FROM: Lisa Gramer, Assistant Town Attorney
Jim Tsurapas, Chief of Police

DATE: April 14, 2025

SUBJECT: Peace Officers Heart Testing Trust

ISSUE:
In 2024, Colorado passed HB 24-1219 for law enforcement officer heart scans. The bill requires employers to establish a trust to accomplish this. The discussion will be our involvement with a statewide trust that complies with this new obligation.

FISCAL/BUDGET IMPACT:
Ten dollars per year for the agency is a required membership fee to be a member in the statewide trust.

BACKGROUND:
In law enforcement, heart disease is among the leading killers of officers in the United States, both active duty and retired. To help combat this problem, the State established a trust to administer heart scans to member agencies. Mcgriff Insurance Agency was selected to help put together the framework of the trust, similar to work they did previously for fire agencies. In order to establish the board of trustees, 5 members of law enforcement agencies must be selected to be trustees and start the administration of the trust funds to agencies. A minimum of three trustees must be appointed before work can begin with the trust. The funds already deposited in the trust will be forfeited if the board is not established by June 30, 2025. Right now, CSP, Larimer County SO, and the Parker Police Department are the only agencies that have taken action to set the board. Once the board is established, the details of how the funds will be disbursed will be discussed and implemented. Our participation in this trust will fulfill the Town's obligation under this new law.

RECOMMENDATION:
For informational purposes.

REQUESTED DIRECTION:
For informational purposes.

ATTACHMENT:
1. Police Officers Benefit Trust Council
2. Proposed budget
3. HB 24-1219
4. Trust agreement
5. Trust agreement Resolution

POLICE OFFICERS BENEFIT TRUST

HB 24-1219 Part 6 established the Public Safety Cardiac Screening Trust

It also established CRS 29-5-604 “Employer participation in health trust required – cardiovascular screening for police officers”. The statute says that employers shall participate in a trust in order to provide the program specified.

The trust we are looking to participate in will fulfill this requirement for the Town.

Most of the operating rules will be established by the trust once it is officially formed.

To form the trust, a member from CSP, a large and a small SO, and a large and a small PD must become trustees.

I have expressed interest to the organizer to be the representative for large PD’s. At this time, no other large agencies are interested.

The organizer is also who was responsible for starting the firefighters trust several years ago so has experience how the fire department operates.

POLICE OFFICERS BENEFIT TRUST

As seen in the proposed 5-year budget, the State is making funds available through the trust in increasing increment each year.

Once the trust is established, they will decide how the funds will be distributed to the agencies, what the testing cycle looks like, and how viable candidates would participate as the money allocated will not cover every officer in every jurisdiction to have scans every year.

The established membership fee is $10 per year/agency regardless of department size.

Colorado Peace Officer Benefits Trust Pro Forma Budget Statement

		2025		2026		2027		2028		2029
PROGRAM INCOME:										
Gross written grant contributions	$	200,000.00	$	250,000.00	$	300,000.00	$	500,000.00	$	1,000,000.00
Earned grant contributions	$	200,000.00	$	250,000.00	$	300,000.00	$	500,000.00	$	1,000,000.00
Total Income	**$**	**200,000.00**	**$**	**250,000.00**	**$**	**300,000.00**	**$**	**500,000.00**	**$**	**1,000,000.00**
PROGRAM EXPENSES:										
Management Fees (2)	$	24,000.00	$	30,000.00	$	36,000.00	$	75,000.00	$	150,000.00
Heart Testing Grant Expense	$	120,000.00	$	148,000.00	$	175,600.00	$	341,200.00	$	904,240.00
Administrative Expenses	$	44,500.00	$	57,500.00	$	58,000.00	$	60,750.00	$	63,900.00
Total Net Expenses	**$**	**188,500.00**	**$**	**235,500.00**	**$**	**269,600.00**	**$**	**476,950.00**	**$**	**1,118,140.00**
Program Income/(Loss) (3)	**$**	**11,500.00**	**$**	**14,500.00**	**$**	**30,400.00**	**$**	**23,050.00**	**$**	**(118,140.00)**
Investment Income (4)	$	7,000.00	$	7,500.00	$	7,500.00	$	10,000.00	$	20,000.00
Investment Fees	$	-	$	-	$	-	$	-	$	-
Retained Contribution/(Loss) (5)	**$**	**7,000.00**	**$**	**22,000.00**	**$**	**37,900.00**	**$**	**33,050.00**	**$**	**(98,140.00)**
Projected Program Retained Earnings	**$**	**7,000.00**	**$**	**29,000.00**	**$**	**66,900.00**	**$**	**99,950.00**	**$**	**1,810.00**
ADMINISTRATION EXPENSE DETAIL:										
Management Expenses Detail										
Plan Administrator Fee @ 12%	$	24,000.00	$	30,000.00	$	36,000.00	$	60,000.00	$	120,000.00
Total Management Expenses	**$**	**24,000.00**	**$**	**30,000.00**	**$**	**36,000.00**	**$**	**60,000.00**	**$**	**120,000.00**
CLAIM & CLAIM EXPENSES DETAIL										
Reimbursed Expenses & Reserves (6)	$	120,000.00	$	138,000.00	$	165,600.00	$	331,200.00	$	894,240.00
Unallocated TPA Adjusting Cost	$	-	$	-	$	-	$	-	$	-
Litigation Cost	$	-	$	10,000.00	$	10,000.00	$	10,000.00	$	10,000.00
Total Loss and ALAE Expenses	**$**	**120,000.00**	**$**	**148,000.00**	**$**	**175,600.00**	**$**	**341,200.00**	**$**	**904,240.00**
Change in ULAE Reserve	$	-	$	-	$	-	$	-	$	-
IBNR Reserves Outstanding To Date	$	-	$	-	$	-	$	-	$	-
Total Loss Expense (7)	**$**	**120,000.00**	**$**	**148,000.00**	**$**	**175,600.00**	**$**	**341,200.00**	**$**	**904,240.00**

Colorado Peace Officer Benefits Trust Pro Forma Budget Statement

	2025	2026	2027	2028	2029
ADMINISTRATIVE EXPENSES					
Actuarial Service	$ -	$ -	$ -	$ -	$ -
Financial Audit Service	$ -	$ 7,500.00	$ 7,500.00	$ 8,000.00	$ 8,500.00
Accounting Service	$ 15,000.00	$ 20,500.00	$ 21,000.00	$ 22,050.00	$ 24,000.00
Claims Audit Expense	$ -	$ -	$ -	$ -	$ -
Legal	$ 20,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
Postage, Mailing & Office Supplies	$ 1,000.00	$ 2,000.00	$ 2,000.00	$ 2,500.00	$ 2,500.00
Printing	$ 500.00	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00
Bank	$ 500.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
Trust Member Expense	$ -	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00
Trustee Travel Reimbursement	$ -	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
Statutory Compliance Fees	$ -	$ 500.00	$ 500.00	$ 600.00	$ 600.00
Surety/Crime/ Faithfull Performance Bond	$ 500.00	$ 500.00	$ 500.00	$ 600.00	$ 600.00
Trustees - E&O Insurance	$ 7,000.00	$ 7,000.00	$ 7,000.00	$ 7,000.00	$ 7,700.00
Total Administrative Expense	**$ 44,500.00**	**$ 57,500.00**	**$ 58,000.00**	**$ 60,750.00**	**$ 63,900.00**

An Act

HOUSE BILL 24-1219

BY REPRESENTATIVE(S) McCluskie and Lynch, Amabile, Armagost, Bird, Bradfield, Brown, Evans, Frizell, Hartsook, Jodeh, Kipp, Lindsay, Lindstedt, McLachlan, Taggart, Titone, Velasco, Weinberg, Young, Bacon, Boesenecker, Bradley, Catlin, Duran, English, Froelich, Hamrick, Herod, Lieder, Lukens, Mabrey, Marshall, Martinez, Marvin, Mauro, McCormick, Parenti, Rutinel, Sirota, Snyder, Story, Valdez, Vigil, Weissman, Willford, Wilson, Winter T., Woodrow;
also SENATOR(S) Pelton B. and Mullica, Buckner, Cutter, Exum, Kolker, Liston, Michaelson Jenet, Pelton R., Roberts, Sullivan, Will, Bridges, Fields, Ginal, Hinrichsen, Priola, Zenzinger.

CONCERNING STATE-FUNDED PROGRAMS FOR FIRST RESPONDERS THROUGH MULTIPLE EMPLOYER HEALTH BENEFIT TRUSTS, AND, IN CONNECTION THEREWITH, MAKING AN APPROPRIATION.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **amend** 29-5-301 as follows:

29-5-301. Definitions. As used in this part 3, unless the context otherwise requires:

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

(1) "COVERED INDIVIDUAL" MEANS A FIREFIGHTER, PART-TIME FIREFIGHTER, OR VOLUNTEER FIREFIGHTER WHO MEETS THE COVERAGE REQUIREMENTS IN SECTION 29-5-302 (9).

~~(1)~~ (2) "Employer" means a municipality, special district, fire authority, or county improvement district that employs one or more ~~firefighters~~ COVERED INDIVIDUALS. Beginning July 1, 2020, "employer" also means the division of fire prevention and control created in section 24-33.5-1201. "Employer" does not include a power authority created pursuant to section 29-1-204 or a municipally owned utility.

~~(2)~~ (3) "Firefighter" means a full-time, active employee of an employer who regularly works at least one thousand six hundred hours in any calendar year and whose duties are directly involved with the provision of fire protection services.

~~(3)~~ (4) "Heart and circulatory malfunction" means a sudden and serious malfunction of the heart and circulatory system as occurs in a diagnosis of coronary thrombosis, cerebral vascular accident, myocardial infarction, or cardiac arrest and that meets the requirements of section 29-5-302 (6). "Heart and circulatory malfunction" does not include hypertension or angina.

(5) "PART-TIME FIREFIGHTER" MEANS AN ACTIVE EMPLOYEE OF AN EMPLOYER WHO REGULARLY WORKS LESS THAN ONE THOUSAND SIX HUNDRED HOURS IN ANY CALENDAR YEAR, WHOSE DUTIES ARE DIRECTLY INVOLVED WITH THE PROVISION OF FIRE PROTECTION SERVICES, AND WHO IS NOT A VOLUNTEER FIREFIGHTER.

~~(4)~~ (6) "Volunteer firefighter" means EITHER a volunteer firefighter as defined in section 31-30-1102 ~~C.R.S.~~ OR AN INDIVIDUAL WHO PROVIDES VOLUNTEER SERVICES TO A FIRE AUTHORITY THAT IS CREATED BY AN INTERGOVERNMENTAL AGREEMENT THAT PROVIDES FIRE PROTECTION.

~~(5)~~ (7) "Work event" means stressful or strenuous activity related to fire suppression, rescue, hazardous material response, emergency medical services, disaster relief, or other emergency response activity. "Work event" includes a training activity that a ~~firefighter~~ COVERED INDIVIDUAL engages in while on duty and that involves stressful or strenuous activity.

SECTION 2. In Colorado Revised Statutes, 29-5-302, **amend** (1), (2)(a), (2)(b), (2)(d), (2)(e), (3), (4), (5), (8), (9) introductory portion, (9)(a), (9)(b), and (11)(a) as follows:

29-5-302. Required benefits - conditions of receiving benefits. (1) An employer shall maintain accident insurance, self-insure, or participate in a self-insurance pool or a multiple employer health trust in order to provide the benefits specified in this section for ~~its firefighters. In addition, an employer may provide equivalent benefits for volunteer firefighters~~ COVERED INDIVIDUALS UNLESS THE FUNDING PROVIDED FOR THE BENEFIT REQUIRED BY THIS SECTION IS INSUFFICIENT PURSUANT TO SUBSECTION (12) OF THIS SECTION.

(2) An employer shall provide the following minimum benefits:

(a) (I) A four-thousand-dollar-lump-sum payment if a medical examination reveals that a ~~firefighter~~ COVERED INDIVIDUAL has a heart and circulatory malfunction; and

(II) A one-thousand-five-hundred-dollar payment per week, up to a maximum of seven weeks, if a ~~firefighter~~ COVERED INDIVIDUAL made an emergency room visit and was hospitalized for up to forty-eight hours for a heart and circulatory malfunction;

(b) (I) A two-thousand-dollar payment per week, up to a maximum of twenty-five weeks, if a ~~firefighter~~ COVERED INDIVIDUAL made an emergency room visit and was hospitalized for more than forty-eight hours for a heart and circulatory malfunction; or

(II) A two-thousand-five-hundred-dollar payment PER WEEK, up to a maximum of eighty weeks, if a ~~firefighter~~ COVERED INDIVIDUAL has a heart and circulatory malfunction that prohibits the ~~firefighter~~ COVERED INDIVIDUAL from returning to employment to a position that the ~~firefighter~~ COVERED INDIVIDUAL is trained for or reasonably could be trained to perform;

(d) A ten-thousand-dollar payment if a ~~firefighter~~ COVERED INDIVIDUAL incurs cosmetic disfigurement resulting from a heart and circulatory malfunction; and

(e) If the covered heart and circulatory malfunction is diagnosed as terminal, ~~the firefighter will receive~~ a lump sum payment of twenty-five thousand dollars as an accelerated payment toward the benefits due in ~~paragraphs (a) and (b) of this subsection (2)~~ SUBSECTIONS (2)(a) AND (2)(b) OF THIS SECTION.

(3) The receipt of a payment pursuant to ~~subparagraph (II) of paragraph (a) or subparagraph (I) of paragraph (b) of subsection (2) of this section~~ SUBSECTION (2)(a)(II) OR (2)(b)(I) OF THIS SECTION does not prohibit the ~~firefighter~~ COVERED INDIVIDUAL from receiving an additional benefit.

(4) If a ~~firefighter~~ COVERED INDIVIDUAL returns to the same position of employment after a heart and circulatory malfunction, the ~~firefighter~~ COVERED INDIVIDUAL is entitled to the benefits in subsection (2) of this section for any subsequent heart and circulatory malfunction.

(5) The maximum amount that may be paid to a ~~firefighter~~ COVERED INDIVIDUAL for each heart and circulatory malfunction is two hundred fifty thousand dollars.

(8) The benefits in this section are reduced by twenty-five percent if a ~~firefighter~~ COVERED INDIVIDUAL smoked a tobacco product within five years immediately preceding the work event.

(9) In order for a ~~firefighter~~ COVERED INDIVIDUAL to be eligible for the benefits in subsection (2) of this section, the following conditions must be met:

(a) Prior to the work event that results in a heart and circulatory malfunction and after the ~~firefighter~~ COVERED INDIVIDUAL became employed by an employer, the ~~firefighter~~ COVERED INDIVIDUAL had a medical examination that would reasonably have found an illness or injury that could have caused the heart and circulatory malfunction and no illness or injury was found at the most recent SUCH medical examination;

(b) ~~The~~ A COVERED INDIVIDUAL WHO IS A firefighter ~~has~~ MUST HAVE at least five years of continuous, full-time employment with an employer; ~~except~~ A COVERED INDIVIDUAL WHO IS A PART-TIME FIREFIGHTER MUST HAVE AT LEAST FIVE YEARS OF CONTINUOUS, PART-TIME OR FULL-TIME

EMPLOYMENT WITH AN EMPLOYER; AND A COVERED INDIVIDUAL WHO IS a volunteer firefighter must have AT LEAST five years of continuous service with the same employer; and

(11) (a) There is hereby created in the state treasury the firefighter benefits cash fund. The fund consists of ~~moneys~~ MONEY appropriated from the general fund by the general assembly. The ~~moneys~~ MONEY in the fund ~~are~~ IS subject to annual appropriation by the general assembly to the department of local affairs for the purpose of reimbursing employers for the direct costs of maintaining accident insurance, self-insurance, or participation in a self-insurance pool or multiple employer health trust as required by this part 3 AND PART 4 OF ARTICLE 5 OF TITLE 29.

(I) ON JULY 1, 2028, THE STATE TREASURER SHALL TRANSFER TWO MILLION FIVE HUNDRED THOUSAND DOLLARS TO THE FUND FROM THE GENERAL FUND, AND ON EACH JULY 1 THEREAFTER, SUFFICIENT FUNDS, SUBJECT TO ANNUAL APPROPRIATION, TO REIMBURSE EMPLOYERS FOR THE DIRECT COSTS OF PROVIDING THE BENEFITS REQUIRED BY PARTS 3 AND 4 OF ARTICLE 5 OF TITLE 29 FOR VOLUNTEER AND PART-TIME FIREFIGHTERS.

(II) THE GENERAL ASSEMBLY SHALL APPROPRIATE THREE HUNDRED THOUSAND DOLLARS FOR THE STATE FISCAL YEAR BEGINNING ON JULY 1, 2024, FIVE HUNDRED THOUSAND DOLLARS FOR THE STATE FISCAL YEAR BEGINNING ON JULY 1, 2025, SIX HUNDRED FIFTY THOUSAND DOLLARS FOR THE STATE FISCAL YEAR BEGINNING ON JULY 1, 2026, AND ONE MILLION DOLLARS FOR THE STATE FISCAL YEAR BEGINNING ON JULY 1 2027, FROM THE GENERAL FUND TO THE DEPARTMENT OF LOCAL AFFAIRS TO REDUCE PARTICIPATING EMPLOYER CONTRIBUTIONS FOR VOLUNTEER FIREFIGHTERS AND PART-TIME FIREFIGHTERS. MONEY APPROPRIATED PURSUANT TO THIS SUBSECTION (11)(a)(II) SHALL BE FIRST USED TO REDUCE PARTICIPATING EMPLOYER CONTRIBUTIONS FOR VOLUNTEER FIREFIGHTERS AND THE REMAINDER SHALL BE FIRST USED FOR PART-TIME FIREFIGHTERS AND ANY REMAINING AMOUNTS MAY THEN BE USED FOR FULL-TIME FIREFIGHTERS.

(III) SUBSECTION (11)(a)(II) OF THIS SECTION IS REPEALED, EFFECTIVE JULY 1, 2028.

SECTION 3. In Colorado Revised Statutes, 29-5-403, **amend** (1) and (2) as follows:

29-5-403. Required benefits - conditions of receiving benefits. (1) An employer ~~may~~ SHALL participate in ~~the voluntary firefighter cancer benefits program by paying contributions into~~ AND MAKE CONTRIBUTIONS TO a multiple employer health trust as set forth in section 10-3-903.5 (7)(b)(I), established for the purposes of this part 4. The contribution levels, IF ANY, and award level definitions will be set by the trust. IF AT ANY TIME THE FUNDING PROVIDED IS INSUFFICIENT TO COVER THE COST OF THE PROGRAM REQUIRED BY THIS SECTION, THEN PARTICIPATION IN THE PROGRAM IS OPTIONAL PURSUANT TO SECTION 29-1-304.5.

(2) ~~For an employer choosing to participate in the voluntary~~ A MULTIPLE EMPLOYER HEALTH TRUST THAT IS ESTABLISHED TO PROVIDE A firefighter cancer benefits program ~~the trust~~ shall provide the minimum benefits specified in subsection (3) of this section to covered individuals diagnosed with cancer, based on the award level of the cancer at the time of diagnosis, after the employer becomes a participant.

SECTION 4. In Colorado Revised Statutes, **amend** 29-5-405 as follows:

29-5-405. Exclusion from coverage. REGARDLESS OF THE FUNDING PROVIDED, an employer who participates in the ~~voluntary~~ firefighter cancer benefits program created in this part 4 is not subject to section 8-41-209 (1) and (2) unless the employer ends participation in the program.

SECTION 5. In Colorado Revised Statutes, **add** part 6 to article 5 of title 29 as follows:

PART 6
PUBLIC SAFETY CARDIAC SCREENING TRUST

29-5-601. Short title. THE SHORT TITLE OF THIS PART 6 IS THE "HUGH MCKEAN ACT".

29-5-602. Legislative declaration. (1) THE GENERAL ASSEMBLY FINDS AND DECLARES THAT:

(a) IT IS IMPORTANT TO PROVIDE COLORADO PEACE OFFICERS WITH ACCESS TO LIFE-SAVING HEALTH SCREENINGS THAT HAVE BEEN PROVEN TO MITIGATE THE PHYSICAL HEALTH EFFECTS OF EXPOSURE TO MULTIPLE

TRAUMATIC EVENTS EXPERIENCED BY PEACE OFFICERS IN THE COURSE OF THEIR DUTIES;

(b) EXPOSURE TO THESE TRAUMATIC EVENTS AND OTHER JOB-RELATED STRESS FACTORS ARE ASSOCIATED WITH EARLY ONSET CARDIAC DISEASE AND OTHER CARDIAC-RELATED HEALTH ISSUES THAT ARE FOUND AT A MUCH HIGHER RATE AMONG PEACE OFFICERS;

(c) EARLY INTERVENTION HAS BEEN FOUND TO BE KEY IN COMBATING THE TRAGIC HEALTH CONSEQUENCES OF WORKING IN PUBLIC SAFETY;

(d) THIS PART 6 PROVIDES FUNDING FOR COSTS ASSOCIATED WITH OBTAINING THESE IMPORTANT SCREENINGS AND OTHER RECOMMENDED TESTING;

(e) WHILE OTHER SCREENING MAY BE AVAILABLE, THE SCREENINGS PROVIDED THROUGH A TRUST MODEL ARE TARGETED AND TAILORED TO INDIVIDUALS SERVING IN PUBLIC SAFETY ROLES;

(f) THE TRUST MODEL HAS BEEN PROVEN TO BE SUCCESSFUL AND SHOULD BE ADOPTED STATEWIDE IN ORDER TO SCREEN MORE PUBLIC SAFETY PERSONNEL;

(g) CARDIAC AND OTHER HEALTH SCREENINGS ARE AN EFFICIENT USE OF PUBLIC RESOURCES BECAUSE EARLY SCREENING CAN HELP PUBLIC SAFETY PERSONNEL GET NECESSARY TREATMENT AND AVOID MUCH HIGHER COSTS; AND

(h) THIS VITAL SCREENING MAY ALLOW SEASONED PROFESSIONALS TO SERVE IN POSITIONS LONGER, SAVING RESOURCES THAT WOULD BE NECESSARY TO TRAIN NEW EMPLOYEES.

29-5-603. Definitions. AS USED IN THIS PART 6, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(1) "EMPLOYER" MEANS A MUNICIPALITY, COUNTY, DISTRICT ATTORNEY, OR STATE AGENCY THAT EMPLOYS ONE OR MORE PEACE OFFICERS.

(2) "PEACE OFFICER" MEANS A PEACE OFFICER DESCRIBED IN SECTION 16-2.5-101 (1).

(3) "TRUST" MEANS A MULTIPLE EMPLOYER HEALTH TRUST DESCRIBED IN SECTION 10-3-903.5 (7)(b)(I) THAT IS ESTABLISHED FOR THE PURPOSES OF THIS PART 6.

29-5-604. Employer participation in health trust required - cardiovascular screening for peace officers. (1) AN EMPLOYER SHALL PARTICIPATE IN A TRUST IN ORDER TO PROVIDE THE PROGRAM SPECIFIED IN THIS SECTION FOR ITS PEACE OFFICERS. IF AT ANY TIME THE FUNDING PROVIDED PURSUANT TO SUBSECTION (3) OF THIS SECTION IS INSUFFICIENT TO COVER THE COST OF THE PROGRAM REQUIRED BY THIS SECTION, THE REQUIREMENT TO PARTICIPATE IN THE PROGRAM BECOMES OPTIONAL PURSUANT TO SECTION 29-1-304.5.

(2) A TRUST MUST PROVIDE A PROGRAM THAT IS PLANNED, ORGANIZED, OPERATED, AND MAINTAINED TO COVER THE COSTS ASSOCIATED WITH CARDIOVASCULAR SCREENINGS, AT A MINIMUM, AND OTHER HEALTH SCREENINGS AND PREVENTION, AS PRACTICABLE, FOR PEACE OFFICERS.

(3) (a) (I) THE GENERAL ASSEMBLY SHALL APPROPRIATE MONEY FROM THE GENERAL FUND OR ANY OTHER AUTHORIZED SOURCE TO THE DIVISION OF CRIMINAL JUSTICE WITHIN THE DEPARTMENT OF PUBLIC SAFETY FOR THE PURPOSE OF REIMBURSING A MULTIPLE EMPLOYER HEALTH TRUST FOR THE DIRECT COSTS OF PROVIDING A PROGRAM AS REQUIRED BY THIS PART 6 AS FOLLOWS:

(A) FOR THE STATE FISCAL YEAR BEGINNING ON JULY 1, 2024, THE GENERAL ASSEMBLY SHALL APPROPRIATE TWO HUNDRED THOUSAND DOLLARS FROM THE GENERAL FUND TO THE DIVISION OF CRIMINAL JUSTICE IN THE DEPARTMENT OF PUBLIC SAFETY TO BE USED FOR THE PURPOSE SET FORTH IN SUBSECTION (3)(a)(I) OF THIS SECTION;

(B) FOR THE STATE FISCAL YEAR BEGINNING ON JULY 1, 2025, THE GENERAL ASSEMBLY SHALL APPROPRIATE TWO HUNDRED FIFTY THOUSAND DOLLARS FROM THE GENERAL FUND TO THE DIVISION OF CRIMINAL JUSTICE IN THE DEPARTMENT OF PUBLIC SAFETY TO BE USED FOR THE PURPOSE SET FORTH IN SUBSECTION (3)(a)(I) OF THIS SECTION;

(C) FOR THE STATE FISCAL YEAR BEGINNING ON JULY 1, 2026, THE GENERAL ASSEMBLY SHALL APPROPRIATE THREE HUNDRED FIFTY THOUSAND DOLLARS FROM THE GENERAL FUND TO THE DIVISION OF CRIMINAL JUSTICE IN THE DEPARTMENT OF PUBLIC SAFETY TO BE USED FOR THE PURPOSE SET FORTH IN SUBSECTION (3)(a)(I) OF THIS SECTION;

(D) FOR THE STATE FISCAL YEAR BEGINNING ON JULY 1, 2027, THE GENERAL ASSEMBLY SHALL APPROPRIATE FIVE HUNDRED THOUSAND DOLLARS FROM THE GENERAL FUND TO THE DIVISION OF CRIMINAL JUSTICE IN THE DEPARTMENT OF PUBLIC SAFETY TO BE USED FOR THE PURPOSE SET FORTH IN SUBSECTION (3)(a)(I) OF THIS SECTION; AND

(E) FOR THE STATE FISCAL YEAR BEGINNING ON JULY 1, 2028, THE GENERAL ASSEMBLY SHALL APPROPRIATE ONE MILLION DOLLARS FROM THE GENERAL FUND, AND ON EACH JULY 1 THEREAFTER, THE GENERAL ASSEMBLY SHALL APPROPRIATE SUFFICIENT FUNDS, SUBJECT TO ANNUAL APPROPRIATION, TO THE DIVISION OF CRIMINAL JUSTICE IN THE DEPARTMENT OF PUBLIC SAFETY TO BE USED FOR THE PURPOSE SET FORTH IN SUBSECTION (3)(a)(I) OF THIS SECTION.

(II) THE DIVISION OF CRIMINAL JUSTICE MAY SEEK, ACCEPT, AND EXPEND GIFTS, GRANTS, OR DONATIONS FROM PRIVATE OR PUBLIC SOURCES FOR THE PURPOSES OF THIS PART 6.

(b) THE DIVISION OF CRIMINAL JUSTICE SHALL USE MONEY APPROPRIATED PURSUANT TO SUBSECTION (3)(a)(I) OF THIS SECTION OR RECEIVED THROUGH GIFTS, GRANTS, OR DONATIONS PURSUANT TO SUBSECTION (3)(a)(II) OF THIS SECTION TO REIMBURSE A MULTIPLE EMPLOYER HEALTH TRUST FOR THE DIRECT COSTS OF PROVIDING A PROGRAM AS REQUIRED BY THIS PART 6.

(4) AN EMPLOYER MAY CONSENT TO PARTICIPATE IN A VOLUNTARY HEALTH SCREENING AND PREVENTION PROGRAM, IF THE PROGRAM BECOMES OPTIONAL PURSUANT TO SUBSECTION (1) OF THIS SECTION, BY CONTRIBUTING INTO A MULTIPLE EMPLOYER HEALTH TRUST AS SET FORTH IN SECTION 10-3-903.5 (7)(b)(I), WHICH TRUST IS ESTABLISHED FOR THE PURPOSES OF THIS PART 6. THE CONTRIBUTION LEVELS AND AWARD LEVEL DEFINITIONS WILL BE SET BY THE TRUST.

29-5-605. Trust authority. (1) IN ADDITION TO ANY OTHER

AUTHORITY GIVEN TO THE TRUST, THE TRUST HAS THE AUTHORITY TO:

(a) CREATE A PROGRAM DESCRIPTION TO FURTHER DEFINE THE SERVICES AVAILABLE PURSUANT TO THIS PART 6;

(b) STRUCTURE THE PROGRAM BASED ON ACTUARIAL RECOMMENDATIONS AND WITH INPUT FROM A COMMITTEE OF THE TRUST CONSISTING OF REPRESENTATIVES OF LABOR, MANAGEMENT, ADMINISTRATION, AND EMPLOYERS SERVING DIFFERENT SIZED POPULATIONS, AS DETERMINED BY THE TRUSTEES OF THE TRUST; AND

(c) ADOPT POLICIES AND PROCEDURES FOR THE ADMINISTRATION OF THE TRUST.

SECTION 6. In Colorado Revised Statutes, 8-3.3-114, **amend** (6)(b) as follows:

8-3.3-114. Impasse resolution - fact finding - rules. (6) (b) Bargaining units of a local government employer that include firefighters, as defined in section ~~29-5-301 (2)~~ 29-5-301 (3), must comply with post-fact-finding procedures in section 29-5-210 (9), (10), and (13).

SECTION 7. Appropriation. (1) For the 2024-25 state fiscal year, $300,000 is appropriated to the department of local affairs for use by the division of local government. This appropriation is from the general fund. To implement this act, the division may use this appropriation for firefighter heart and circulatory malfunction benefits.

(2) For the 2024-25 state fiscal year, $200,000 is appropriated to the department of public safety for use by the division of criminal justice. This appropriation is from the general fund. To implement this act, the division may use this appropriation for the purposes specified in section 29-5-603 (3)(a)(I), C.R.S.

SECTION 8. Safety clause. The general assembly finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, or safety or for appropriations for the support and maintenance of the departments of the state and state institutions.

Julie McCluskie
SPEAKER OF THE HOUSE
OF REPRESENTATIVES

Steve Fenberg
PRESIDENT OF
THE SENATE

Robin Jones
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

Cindi L. Markwell
SECRETARY OF
THE SENATE

APPROVED Wednesday May 29th 2024 at 4:55 pm
(Date and Time)

Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO

TRUST AGREEMENT
FOR
COLORADO PEACE OFFICERS BENEFIT TRUST

January 01, 2025

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TRUST AGREEMENT

THIS TRUST AGREEMENT (this "Agreement") is entered by and between the undersigned Colorado state and local governmental entities (who, together with and any other Colorado governmental entities that becomes a participating Member under this Trust, are collectively the "Members") and the undersigned trustees constituting the "Trust Committee" for the Trust, as defined herein (the "Trust Committee").

WITNESSETH:

WHEREAS, the Members are exempt from federal income tax under the Internal Revenue Code of 1986, as amended, as a state or territory of the United States, or any political subdivision, municipality or agency thereof, or an agency of such political subdivision or municipality (including any corporation owned or controlled by any state or territory of the United States or by any political subdivision, municipality, or agency); and

WHEREAS, the Members desire by and through this Agreement to provide a benefit plan that provides heart and circulatory malfunction testing benefits consistent with the provisions of Part 6 of Article 5 of Title 29, Colorado Revised Statutes (C.R.S.), as amended, as specified in the Colorado Peace Officer Heart and Circulatory Testing Benefits Plan; and

WHEREAS, the Members desire for the Trust to accept funds that shall from time to time be paid over to the Trust Committee in accordance with the terms of this Agreement, together with the earnings and profits thereon, if any, and to hold the funds in trust (the "Trust") and to make disbursements from the Trust in accordance with the provisions of this Agreement and the Plan; and

WHEREAS, the Members desire to appoint the Trust Committee as a trustee to hold and administer the assets of the Plan in accordance with this Agreement; and

WHEREAS, the Trust Committee has agreed to serve as trustee of the trust established under this Agreement; and

WHEREAS, the Members intend that the Trust hereby established, together with the Plan, shall constitute an irrevocable trust exempt from taxation under Internal Revenue Code § 115; and

WHEREAS, the Members intend that the Trust hereby established, together with the Plan, shall constitute a multiple employer health and behavioral trust for the purposes of Part 6 of Article 5 of Title 29, C.R.S.

NOW, THEREFORE, the Members and the Trust Committee hereby mutually covenant and agree as follows:

ARTICLE I
DEFINITIONS

The following words and phrases, when used herein with an initial capital letter, shall have the meanings set forth below unless a different meaning plainly is required by the context. Any reference to a section number shall refer to a section of this Agreement unless otherwise specified.

1.1 **Administrator** means the person, committee or entity appointed by the Trust Committee to serve as plan administrator of the Plan. The Administrator shall be retained by the Trust Committee and shall administer the Plan pursuant to an administrative services agreement entered into between the Administrator and the Trust Committee.

1.2 **Authorized Investment** has the same meaning as in Section 6.3.

1.3 **Code** means the Internal Revenue Code of 1986, as amended.

1.4 **Custodian** means any Bank, which shall serve as custodian for the Trust Fund. To the extent any assets are held by any custodian such party shall also be considered a Custodian for the Trust. Any Custodian must be an eligible public depository, pursuant to C.R.S. § 11-47-103(6), as amended, and otherwise comply with the Savings and Loan Association Public Deposit Protection Act, C.R.S. § 11-47-101, *et seq*., as amended.

1.5 **Enrolled Employer** means an employer, as defined by C.R.S. § 29-5-603(1), as amended, that enrolls its Participant employees for the Peace Officer cardiac testing program but is not a full participating Member under this Trust pursuant to Article VIII, below.

1.6 **Fiscal Year** means the accounting year of the Trust, which shall commence on January 1 of each calendar year and end on December 31 of the following year.

1.7 **Investment Committee** means the person, committee or entity appointed in accordance with the terms of the Trust to make and effect investment decisions under the Plan and Trust. Unless the Trust Committee appoints an Investment Committee, the Trust Committee shall be deemed to be the Investment Committee.

1.8 **Investment Fund** means any of the separate funds established by the Investment Committee for the investment of Plan assets.

1.9 **Investment Manager** means any person, corporation or other organization or association appointed by the Trust Committee pursuant to the terms of Section 4.1 to manage, acquire, or dispose of the assets of an Investment Fund.

1.10 **Members or Member** means an employer, as defined by C.R.S. § 29-5-603(1), as amended, that becomes an eligible employer under this Trust pursuant to Article VIII, below.

1.11 **Member Representative** means that person who has been designated in writing by a Member as its representative to the Trust.

1.12 **Participant** means: a Peace Officer of the Member or Enrolled Employer; as defined by C.R.S. §16-2.5-101 (1) as amended, that has not yet properly enrolled its Participant employees in the program.

1.13 **Plan** means the Colorado Peace Officer Heart and Circulatory Testing Plan, set forth in Part 6 of Article 5 of Title 29, Colorado Revised Statutes, and in the Plan Summaries of Benefits as such Plan may be amended from time to time.

1.14 **Trust** means the trust established by this Agreement.

1.15 **Trust Committee** means the Trust Committee appointed pursuant to Section 3.1 of this Trust Agreement, acting as a group or body.

1.16 **Trust Fund** means the total amount of cash and other property held in the Trust under this Agreement.

1.17 **Trustee** means the Trust Committee members and their successors as provided by this Agreement.

ARTICLE II
ESTABLISHMENT OF THE TRUST

2.1 **Trust Established**. The Members hereby establish with the Trust Committee, as a funding medium for the Plan, a Trust consisting of the Trust Fund and such earnings, profits, increments, additions, and appreciation thereto and thereon as may accrue from time to time.

2.2 **Limit of Interest - Impossibility of Diversion**. It shall be impossible at any time for any part of the Trust to be used for or diverted to purposes other than for the exclusive benefit of the Participants covered under the Plan, except that the payment of administration expenses may be made from Trust funds as hereinafter provided. Funds of the Trust may not be transferred to any other account or fund of a Member.

2.3 **Trust Committee's Acceptance**. The Trust Committee accepts the Trust hereby created and agrees to perform the duties hereby required of the Trust Committee.

ARTICLE III
TRUSTEES AND SUCCESSOR TRUSTEES

3.1 **Trustees.** The Trust shall be administered by the Trust Committee. The Trust Committee shall be comprised of five (5) individual Trustees; provided, however, that the Trust Committee shall be deemed duly constituted and may commence operations of the Trust upon seating of and execution of this Agreement by three (3) initial Trustees. Each Trustee must be a Participant and current employee of a Member. Trustees shall be appointed by the membership from among the following:

(a) One Trustee who is a Member Representative from a Sheriff Peace Officer Agency having less than fifty officers;

(b) One Trustee who is a Member Representative from a Sheriff Peace Officer Agency having more than fifty officers ;

(c) One Trustee who is a Member Representative from a municipal Peace Officer Agency having less than fifty officers ;

(d) One Trustee who is a Member Representative from a municipal Peace Officer Agency having more than fifty officers ; and

(e) One Trustee who is a Member Representative and Peace Officer of the Colorado state Patrol.

Nominations for Trustees from the Members shall be made by the respective elected governing body of the Member and be submitted to the Administrator at such time as the Administrator may provide. Terms of the Trustees shall be three-years, overlapping terms or until their successors have been appointed, except that in the initial appointment of Trustees, one of them shall serve an initial term of no less than one year, two of them shall serve an initial term of no less than two years and two of them shall serve an initial term of no more than three years so as to establish the staggering of terms. The term shall begin on a July 1, and end at midnight on a June 31, except that the initial Trustees' terms shall begin upon the formation of the Trust.

A vacancy shall occur on the Trust Committee when a Trustee (1) submits a written resignation to the Trust Committee; (2) dies; (3) ceases to be a Participant; (4) ceases to be a Member Representative, (5) fails to attend three consecutive regular meetings of the Trust Committee without the Committee having entered upon the record its proceedings an approval for an additional absence or absences, except that such additional absence or absences shall be excused for temporary mental or physical disability or illness; or (6) is convicted of a felony. Any vacancy on the Trust Committee shall be filled by appointment by the Trust Committee for the unexpired portion of the term. Upon appointment and written acceptance thereof, a successor Trustee shall have all the title, rights, powers and privileges and duties conferred or imposed upon the initial or predecessor Trustee.

3.2 **Successor Trustees.** No successor Trustee need examine the accounts, records, and acts of any previous Trustee of any allocation of the Trust assets, nor shall such successor Trustee be responsible for any act or omission to act on the part of any previous Trustee. All Trustees and their successors from time to time acting under this Agreement shall have all the rights, powers and duties of the initial Trustees named in this Agreement, unless this Agreement is amended to provide otherwise.

3.3 **Compensation.** The Trustees shall receive no compensation for their services rendered under this Agreement other than any compensation as an employee of a particular Member. The Trust Committee may adopt policies to reimburse Trustees for actual meeting and travel expenses and attendance at the Trust Committee meetings and other properly incurred expenses on Trust matters.

3.4 **Chair and Officers; Sub-Committees.** The officers of the Trust Committee shall be the chair, vice chair and secretary. The officers shall be appointed by the Trust Committee from among its members. Appointment of officers shall occur at the first meeting of the Trustee Committee each year. The Trust Committee may establish sub-committees necessary or appropriate to the exercise of its powers.

3.5 **Meetings.** The Trust Committee shall determine the time and place of its regular meetings. Special meetings of the Trust Committee may be called by the chair or by three (3) Trustees. The Trustees shall be provided with at least ten (10) days prior written notice designating the time, place and agenda of a regular meeting and three (3) days prior written notice designating the time, place and agenda of any special meeting. The manner of giving notice of meetings may include, without limitation, service by electronic mail to the Trustee's e-mail address. Regular and special meetings of the Trust Committee may be held in person, telephonically, virtually, electronically communicated consent, or by other remote methods, or by a combination of these methods. Any meeting at which all Trustees are present in person or by remote methods, or concerning which all Trustees have waived notice in writing, shall be a valid meeting without the requirement to provide any notice. All meetings shall be in compliance with the Colorado Open Meetings Law set forth at C.R.S. § 24-6-401, *et seq.*

3.6 **Proxy.** Any Trustee may duly authorize in writing another Trustee to cast a vote on one (1) or more specific matters to be voted on at a meeting, on behalf of such Trustee. Such a Proxy shall count as attendance for the purpose of a quorum. Any such written authorization must specify the matter or matters and be given for a specific meeting and may not carry over to subsequent meetings.

3.7 **No Delegates.** A Trustee and/or the Trustee's Member Representative may not appoint a delegate to serve in his or her place.

3.8 **Quorum and Voting.**

(a) To constitute a quorum at any regular or special meeting of the Trust Committee and for any action to be valid at such meeting, there must be present electronically or in person or by proxy a majority of the appointed Trustees

(b) Valid actions at meetings at which a quorum is present require the affirmative vote of a simple majority of those Trustees present and voting, except where an absolute majority is expressly required. Each Trustee shall cast his or her vote on each matter upon which action is taken, except where abstention from voting is required because of conflict of interest.

(c) To approve the following items, an absolute majority vote (as defined below) is required:

(1) Annual budget;

(2) Incurring any debt other than liabilities in the ordinary course of business; and

(3) Settling any litigation involving the Plan or Trust.

An absolute majority vote is the affirmative vote of at least four (4) Trustees.

3.9 **Conflicts of Interest.** Trustees should avoid the appearance of impropriety. A Trustee shall exercise care that the Trustee's independent judgment in the discharge of Trust Committee responsibilities is not impaired as a result of conflicts between the interests of the Trust and the Trustee's own financial interests or personal interests, or the financial interests or personal interests of the members of the Trustee's family or associates. A Trustee shall not vote or decide upon any matter relating solely to himself or herself or vote in any case in which his or her individual right or claim to any benefit under the Plan is particularly involved or in which he or she otherwise has a conflict of interest. In the event that a Trustee believes that he or she has a conflict of interest, the Trustee shall disclose the conflict to the Trust Committee and shall refrain from participating in the matter to which the conflict relates. The minutes of the meeting where the disclosure is made shall reflect the disclosure and the fact of the Trustee having abstained from participation in the matter. A Trustee shall not use confidential information acquired in the course of the performance of Trust Committee responsibilities to further that Trustee's own financial interests or personal interests, or the financial interests or personal interests of the members of the Trustee's family or associates.

3.10 **Office Location and Meeting Place.** All meetings of the Trust Committee shall be held virtually or at a place designated annually by the Trust Committee.

3.11 Agent for Service of Legal Process. The designated agent for service of legal process shall be, Stephen Weinstein of Spencer Fane 1700 Lincoln St # 2000, Denver, CO 80203 or any successor agent as the Trust Committee shall designate.

3.11 **3.12 Rules and Regulations.** The Trust Committee shall have the power at any regular or special meeting to adopt rules, regulations, and policies for the administration of the Trust, and for the conduct of the affairs of the Trust Committee. Any rules, regulations, and policies of the Trust Committee shall be consistent with the written provisions of the Trust Agreement and shall be binding upon all persons dealing with the Trust and upon any and all persons claiming any benefits under the Plan.

ARTICLE IV
DUTIES OF TRUST COMMITTEE

4.1 **Duties.** It shall be the duty of the Trust Committee:

(a) **Receipt of Funding or Contributions.** To receive any contributions paid to it under this Agreement in cash or in other property acceptable to the Trust Committee. The Trust Committee shall not be responsible for the calculation or collection of any contribution required to be paid by the Member to the Trust under the Plan but shall be responsible only for property actually received by it pursuant to this Agreement.

(b) **Management of Funds.** To hold, invest, reinvest, manage and administer (except as otherwise provided herein) all contributions so received, together with the income therefrom and any other increment thereon, for the benefit of Participants and their Beneficiaries in accordance with the terms of this Agreement.

(c) **Payments.** To direct payments under the Plan; provided, however, that the Trust Committee may rely upon the directions received from the Administrator, and the Administrator hereby indemnifies the Trust Committee from any loss, claim, damage or liability, including legal expenses, that may arise in connection with the Trust Committee's acting upon such direction.

(d) **Appointment of Administrator.** To appoint such person, committee or entity as the Trust Committee shall determine to serve as Administrator of the Plan, and to contract with the Administrator for provision of its services. The Trust Committee shall have the power to terminate the appointment of the Administrator upon written notice with or without cause.

(e) **Appointment of Investment Committee.** To appoint as the Investment Committee such person, committee or entity as the Trust Committee shall determine to make and effect investment decisions under the Plan and Trust; provided, however, that the Trust Committee may appoint itself as the Investment Committee.

ARTICLE V
INVESTMENT OF TRUST ASSETS

5.1 **General Investment Power/Investment Funds.**

(a) **Authority of Investment Committee.** Except as provided in Sections 5.2 and 5.3, the Investment Committee shall have all authority and responsibility for the management, disposition and investment of the Trust Fund, and the Trust Committee shall comply with directions of the Investment Committee. The Investment Committee shall not issue any directions that are in violation of the terms of the Plan or this Agreement.

(b) **Investment Funds.** The Trust may be divided into one or more separate Investment Funds, the number, makeup, and description of which shall be determined from time to time by the Investment Committee. The Trust Committee shall implement, terminate, value, transfer to and from and allocate the gains, losses, and expenses among the Investment Funds in accordance with the proper directions of the Investment Committee, the Administrator, or their delegates, and, to the extent applicable under the terms of this Agreement, the directions of Investment Managers.

(c) **Funding Policy.** The Trust Committee shall have responsibility for selecting or establishing and carrying out a funding policy and method, consistent with the objectives of the Plan. The Trust Committee shall be responsible for the proper diversification of the Trust Fund, for the prudence of any investment of Trust assets consistent with the Colorado Uniform Prudent Investor Act, C.R.S. § 15-1.1-113, *et seq*., as amended., for compliance with statutory limitations on the amount of investment in securities, and for assuring that any such investments meet the requirements of State law.

5.2 **Investment Managers.**

(a) **Appointment.** The Investment Committee may, but shall not be required to, appoint one or more Investment Managers to manage the assets of all or any one or more of the Investment Funds.

Each such Investment Manager must be one of the following: (i) registered as an investment adviser under the Investment Advisers Act of 1940; (ii) a bank, as defined in such Act; or (iii) an insurance company qualified to perform the services of Investment Manager under the laws of more than one state.

The Investment Committee shall obtain from any Investment Manager so appointed by it a written statement acknowledging all of the following: (i) that such Investment Manager is or on the effective date of its appointment will become a fiduciary with respect to the Trust assets under its management; (ii) certifying that such Investment Manager has the power to manage, acquire or dispose of Trust assets in the manner contemplated by the contract or other written instrument by which its appointment is or will be effected; and (iii) certifying that it is either an investment adviser, a bank, or an insurance company which is qualified to be appointed as an Investment Manager under this Agreement.

(b) **Contractual Arrangement.** The Investment Committee shall enter into a written contract or agreement with each such Investment Manager in connection with its appointment as such, and such contract shall be subject to such terms and conditions and shall grant to the Investment Manager such authority and responsibilities in the management of the applicable Investment Fund assets as the Investment Committee deems appropriate under the circumstances. Without limiting the generality of the foregoing, such contract may establish investment objectives for the assets of the Investment Fund(s) under the management of the Investment Manager and may limit the types of assets that may be acquired or held by such Investment Fund(s).

(c) **Trust Committee's Duties.** With respect to each Investment Fund the management of which has been delegated to an Investment Manager, the Trust Committee shall follow and carry out the instructions of the appointed Investment Manager with respect to the acquisition, disposition, and reinvestment of assets of such Investment Fund, including instructions relating to the exercise of all ownership rights in such assets.

(d) **Failure to Direct.** In the event that an appointed Investment Manager shall fail to direct the Trust Committee with respect to investment of all or any portion of the cash held in an Investment Fund under its management, the Trust Committee shall invest such cash only when and as directed by the Investment Committee.

(e) **Termination of Appointment.** The Investment Committee shall have the power to terminate the appointment of an Investment Manager upon written notice with or without cause. Upon the termination of the appointment of an Investment Manager, the Investment Committee shall (i) appoint a successor Investment Manager with respect to the Investment Fund(s) formerly under the management of the terminated Investment Manager, (ii) direct the Trust Committee to merge or combine such Investment Fund(s) with other Investment Fund(s) or Trust assets, or (iii) direct the Trust Committee to invest the assets of such Investment Fund as the Investment Committee deems appropriate in accordance with the existing funding policy.

5.3 **Manner and Effect of Directions.**

(a) **Delegation of Authority to Custodian.** The Custodian is delegated the authority and responsibility for receiving and carrying out the directions of the Trust Committee, the Administrator, the Investment Committee, any Investment Manager, or their designees. With respect to any assets held by a party other than Trust Committee, the Trust Committee is authorized and directed to delegate to the Custodian the authority and responsibility for receiving and carrying out the directions of the Investment Committee, any Investment Manager, or their designees. The Trust Committee is authorized and directed to enter into such agreements with another Custodian as are deemed necessary or appropriate to effect such delegation.

5.4 **Authorization of Designee(s).** The Administrator and the Investment Committee may each appoint one or more designees to act on their behalf. If a designee (or designees) is appointed, the appropriate committee shall furnish the Trust Committee with written documentation of the appointment and a specimen signature of each designee. The Trust Committee shall be entitled to rely upon such documentation until the Trust Committee is otherwise notified in writing.

ARTICLE VI
POWERS OF TRUST COMMITTEE

6.1 **General Authority.** In accordance with the directions of the Investment Committee and any Investment Managers as provided in Article V, the Trust Committee shall receive, hold, manage, convert, sell, exchange, invest, reinvest, disburse and otherwise deal with the assets of the Trust, including contributions to the Trust and the income and profits therefrom, without distinction between principal and income and in the manner and for the uses and purposes set forth in the Plan and as hereinafter provided.

62 **Specific Powers.** In the management of the Trust, the Trust Committee shall have the following powers in addition to the powers customarily vested in trustees by law and in no way in derogation thereof; provided, all such powers shall be exercised only upon and in accordance with the directions of the Investment Committee and, to the extent applicable, any duly appointed Investment Managers:

(a) **Purchase of Property.** With any cash at any time held by it, to purchase or subscribe for any Authorized Investment (as defined in Section 6.3) and to retain the same in trust.

(b) **Disposition of Property.** To sell, exchange, transfer or otherwise dispose of any property at any time held by it.

(c) **Retention of Cash.** To hold cash without interest in administrative accounts for contribution and distribution processing in such amounts as may be reasonable and necessary for the proper operation of the Plan and the Trust.

(d) **Exercise of Owner's Rights.** The Members acknowledge and agree that the Trust Committee shall have the right or power to vote proxies appurtenant to securities that it holds. The Members acknowledge and agree that the Trust Committee shall have the power to make any review of, or consider the propriety of, holding or selling any assets held in the Trust Fund in response to any tender offer, conversion privilege, rights offering, merger, exchange, public offering and/or any proxy action for any of such assets.

(e) **Registration of Investments.** To cause any bond or other security or other property held as part of the Trust to be registered in its own name or in the name of one or more of its nominees; provided, the books and records of the Trust Committee shall at all times show that all such investments are part of the Trust.

(f) **Borrowing.** To the extent permitted by Colorado State law and at the direction of the Investment Committee, to borrow or raise money for the purposes of the Trust in such amounts, and upon such terms and conditions, as determined by the Investment Committee; and, for any sum so borrowed, to issue its promissory note as Trust Committee and to secure the repayment thereof by pledging all or any part of the Trust Fund to the extent permitted by State law; and no person lending money to the Trust Committee shall be bound to see to the application of the money lent or to inquire into the validity, expediency or propriety of any such borrowing.

(g) **Purchase of Contracts.** To apply for, purchase, hold, transfer, surrender and exercise all incidents of ownership of any insurance, re-insurance, excess or stop loss insurance or annuity contract that the Trust Committee determines or the Investment Committee directs it to purchase or that is necessary or appropriate to carrying out the purposes of the Plan.

(h) **Execution of Instruments**. To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments, which may be necessary or appropriate to carry out the powers herein granted.

(i) **Settlement of Claims and Debts**. To settle, compromise or submit to arbitration any claims, debts, or damages due or owing to or from the Trust, to commence or defend suits or legal or administrative proceedings and to represent the Trust in all suits and legal and administrative proceedings.

(j) **Establish Rules and Polices**. To establish, to the extent consistent with this Agreement and the Plan, rules, and policies necessary or appropriate to the administration of the Trust or the carrying out of the powers herein granted.

(k) **Trustee Insurance**. To purchase on behalf of the Trust Committee and the Investment Committee, trustees' errors and omissions insurance or similar coverage in such amounts as are recommended by a licensed insurance broker for benefit plans and a trust of similar size and purpose.

(l) **Risk Management**. To establish reasonable risk management policies and procedures.

(m) **Delegation**. To delegate in writing fiduciary responsibilities or ministerial powers and duties to such officers, agents, representatives, and independent contractors as determined desirable, provide such delegation does not conflict with the provisions of this Agreement or the Plan.

(n) **Employment of Agents, Advisers and Counsel**. To employ suitable agents, actuaries, auditors, accountants, investment advisers, brokers, and counsel, and to pay their reasonable expenses and compensation.

(o) **Appointment of Custodian**. The Trust Committee shall designate a custodian to hold Trust assets. The Trust Committee may change the custodian upon an affirmative vote of three (3) Trustees.

(p) **Statutory Provisions**. To exercise powers and carry out obligations provided for in Part 6 of Article 5 of Title 29, C.R.S., in matters relating to the administration of the Plan and Trust, upon such terms and conditions as it may deem in the best interest of the Trust.

(q) **Power to do any Necessary Act**. To do all acts which it may deem necessary or proper and to exercise any and all powers under the Plan and this Agreement upon such terms and conditions as it may deem in the best interests of the Trust.

63 **Authorized Investments.**

(a) **General Definition.** "Authorized Investment" as used in this Article VI means the legal investments of public funds as set forth in C.R.S. § 24-75-601.1, as amended, and further governed by C.R.S. § 24-75-601, et seq., as amended.

(b) **Responsibility for Compliance.** The responsibility for determining whether any investment of Trust assets complies with the terms of this Agreement and applicable law shall lie solely with the Trust Committee.

ARTICLE VII
CONTRIBUTIONS TO THE TRUST FUND

7.1 **Member Contributions.** Subject to the limitations of this Agreement, each Member shall pay or cause to be paid contributions to the Trust at such times and in the amounts determined by the Trust Committee as are necessary to ensure funding of the Trust is sufficient, that operation of the Trust is not hazardous to the public or Participants or which the Trust Committee otherwise deems beneficial to protect the financial condition of the Trust. The Trust Committee shall establish Member contributions consistent with this Agreement, the Plan and any guidelines consistent with this Agreement and the Plan as established by the Trust Committee from time-to-time. The amount of state funding provided to the Trust as a payment for the direct costs of the program as required by C.R.S. § 29-5-604(3) is the statutorily required base contribution for the operation of the Peace Officer cancer testing benefit program.

7.3 **Reports.** The Trust Committee shall provide reports needed for purposes of administration of this Agreement and the Plan.

ARTICLE VIII
PARTICIPATION, WITHDRAWAL AND OBLIGATIONS OF MEMBERS

8.1 **Participation in Trust by Members.** New Members may participate in the Trust, subject to the approval of the Trust Committee, and their participation shall be effective as of the acceptance by the Trust Committee or such other date as determined by the Trust Committee. Participation in the Trust is limited to those employers who are Peace Officer governmental entities participating for the public purposes set forth in Part 6 of Article 5 of Title 29, C.R.S., and a Member may participate in the Trust for any or all such programs. The Trust Committee may reject requested participation by any additional Eligible Employer for any reason.

To participate in the Trust, a Member must properly adopt and enter into this Trust Agreement, which shall be evidenced by providing to the Trust Committee: (i) a certified copy of the resolution or ordinance or other official action of the governing body of the Member approving and entering into this Trust Agreement, and (ii) a signed counterpart original of this Trust Agreement duly executed by presiding officer of the governing body or other authorized officer of the Member.

To participate in the Trust for heart testing pursuant to Part 6 of Article 5 of Title 29, C.R.S as non-Member, an Enrolled Employer must properly enroll its Participant employees, using forms and procedures developed by the Trust Administrator, and with the formal acknowledgment of enrollment by the Trust Committee thereafter. However, this paragraph is not intended to exclude any Participant from accessing behavioral health program services; therefore, if the employer, as defined by C.R.S. § 29-5-603(1) has not yet enrolled before a Participant seeks Heart testing health program services, the Trust Administrator may provide services subject to later verification and proper enrollment.

82 **Withdrawal by Member.** A Member may withdraw from participation in the entire Trust on the following terms and conditions:

(a) Except as provided in this Section, any Member which intends to withdraw from participation in the Trust must give at least ninety (90) days advance written notice to the Trust Committee. Upon a Member's withdrawal from the Trust, any Trustees who are employees of such Member shall no longer serve as Trustees.

(b) Effective upon the actual date of withdrawal by a Member the Member will forfeit all rights to unused allocated or unallocated funds of the Trust.

83 **Successors and Assigns.** Upon approval of the Trust Committee, a participating Member may transfer or assign its participation in the Trust to any successor in interest, whether by merger, consolidation, reorganization, restructuring, transfer of employees, or dissolution, creation or consolidation of Member entities or governing boards or otherwise.

84 **Powers of Members.** In addition to powers herein vested in the Members, the Members shall have the power to:

(a) Amend the Trust Agreement by a two-thirds (2/3) vote of the Members present at a meeting. Written notice of any proposed amendment shall be provided to each Member at least forty-five (45) days in advance of any vote on the amendment.

(b) Terminate the Plan and disburse its assets by a two-thirds (2/3) vote of all Members, pursuant to such notice and in keeping with such procedure as shall be established by the Trust Committee. In the case of such a vote, termination of the Plan shall be pursuant to provisions of Article X.

85 **Meetings of the Members.** Meetings of the Members shall be held as follows:

(a) Members shall meet in person or virtually at least once annually at a time and place to be set by the Trust Committee, with notice mailed to each Member and a courtesy notice to each Enrolled Employer at least thirty (30) days in advance.

(b) Special meetings of the Members may be called by the Trust Committee upon its own motion and shall be called by the Trust Committee upon written request of thirty (30) percent of the Members, with notice mailed to each Member and a courtesy notice to each Enrolled Employer at least thirty (30) days in advance.

(c) The chair of the Trust Committee shall preside at the meetings; the vice chair shall preside in the absence of the chair.

(d) Thirty percent (30%) percent of the Members shall constitute a quorum to conduct business.

(e) Except for action to terminate the Plan, proxy voting shall be allowed for quorum and voting, pursuant to such procedures as the Trust Committee may determine. Each Member shall be entitled to one vote on each issue, to be cast by its Member Representative.

8.6 **Member and Obligations.** In addition to the other provisions, hereof, each Member specified in a subsection, shall have the obligation to:

(a) Pay all contributions or other payments to the Trust at such times and in such amounts as shall be established by the Trust Committee. Any delinquent payments shall be paid with interest pursuant to a policy established by the Trust Committee and uniformly applied.

(b) Designate in writing a Member Representative and one or more alternates for the Members' meetings. The Representative and any alternate shall be an employee of the Member, except as provided in Section 3.1, and may be changed from time to time. Any alternate may exercise all the powers of the Representative during a Member meeting in the absence of the Member Representative.

(c) Allow the Trust Committee and Administrator and their agents reasonable access to records of the Member as required for the administration of Plan and Trust.

(d) Cooperate fully with the Trust Committee and Administrator and their agents in matters relating to the administration of the Plan and Trust and the administration and coordination of benefits under the Plan.

(e) Allow the Trust Committee to make decisions regarding, and to designate attorneys to represent the Member in, the investigation, settlement and litigation of any claim for reimbursement within the scope of benefits or program furnished through the Plan.

(f) Comply, both Members with the benefits or program administration, grant reimbursement handling and related policies established by the Trust Committee.

ARTICLE IX
ADMINISTRATION

9.1 **Accounting.**

(a) **Books and Records.** The Administrator generally shall be responsible for keeping accurate and detailed records of all investments, receipts and disbursements and other transactions hereunder, including such specific records as shall be required by law and such additional records as may be agreed upon in writing between the Administrator and the Trust Committee. The Trust shall financially account separately for the following, but separate audits or financial statements are not required: any contributions, available deposits, and estimated funding needs from state funds made for the cardiac testing benefits program pursuant to Part 6 of Article 5 of Title 29, C.R.S. All books and records relating thereto shall be open to inspection and audit at all reasonable times by any person or persons designated by the Administrator, the Member, or the Investment Committee. The Trust Committee shall promptly provide copies of such books or records to any persons designated by the Administrator.

(b) **Accounting.** Following the close of each Plan year of the Plan, or more frequently as the Trust Committee and the Administrator may agree, the Trust Committee, with the assistance of the Administrator, shall cause to be prepared a written statement setting forth all investments, receipts, disbursements, and other transactions effected during such year or during the period beginning as of the close of the last preceding year. Except as may be required by statute or by regulations published by State or federal government agencies with respect to reporting and disclosure, as may be required pursuant to the terms of the Plan or this Agreement or as reasonably may be requested by a majority of the Members or the Investment Committee, no person shall have the right to demand or to be entitled to any further or different accounting by the Trust Committee.

(c) **Release.** Except with regard to claims of breach of fiduciary duty, upon the expiration of 90 days from the date of presentation to the Members of such annual or other statement, the Trust Committee shall forever be released and discharged from any liability or accountability to anyone as respects the propriety of its acts or transactions shown in such account, except with respect to any acts or transactions as to which, within such 90-day period, a Member whose interest is affected by such act or transaction shall file with the Trust Committee its written disapproval. In the event such a disapproval is filed, and unless the matter is compromised by agreement of the Trust Committee, the Trust Committee shall file its statement covering the period from the date of the last annual statement to which no objection was made in any court of competent jurisdiction for audit or adjudication. The applicable statutes of limitation shall be available to the Trust Committee in the event of a claim of breach of fiduciary duty.

(d) **Valuations.** The Trust Committee shall designate a party to be responsible for valuations of assets of the Trust for which prices are not readily available on a nationally recognized securities exchange.

(e) **Reliance on Administrator.** The Trust Committee shall be entitled to rely on the Administrator and any Custodian, other than Trust Committee, for the maintenance and provision of all records specified in this Section.

9.2 **Expenses.** The expenses incurred by the Trust Committee in the performance of its duties hereunder, including fees for legal and other services rendered and all other proper charges and disbursements of the Trust Committee, that may be levied or assessed under existing or future laws upon or in respect of the Trust or any money, property or security forming a part of the Trust Fund, shall be paid by the Trust Committee from the Trust Fund, and the same shall constitute a charge upon the Trust Fund. To the extent the Member pays any expenses that are properly payable from the Trust Fund, the Trust Committee shall reimburse the Member that has made payment from the Trust Fund if requested to do so by the Member.

ARTICLE X
AMENDMENT OF TRUST; TERMINATION OF PLAN

10.1 **Amendment of Trust.**

(a) **Right to Amend.** The Members may amend this Agreement at any time or from time to time by the affirmative vote of two-thirds (2/3) of all Members, and any such amendment by its terms may be retroactive. An amendment shall require compliance with the terms of Section 8.4(a). An adopted amendment shall become effective upon the date specified in the ballot approved by the Members, without necessity of further written consent or signatures by the Members. Upon adoption of any amendment, the Trust Committee shall cause a current copy of this Agreement to be sent to each Member.

(b) **Exclusive Benefit.** Notwithstanding the foregoing, no amendment shall be made which would authorize or permit any assets of the Trust Fund, other than such assets as are required to pay administration expenses, to be used for or diverted to purposes other than the exclusive benefit of Participants or Beneficiaries.

10.2 **Termination of Plan.** The Trust shall continue for such time as may be necessary to accomplish the purposes for which it was created and shall terminate only upon the complete distribution of the Trust. The Trust may be terminated as of any date (and shall in fact terminate upon the complete distribution of the funds of this Trust on such date or thereafter) by unanimous vote of the Trust Committee and approval by a two-thirds (2/3) vote of all Members. Upon termination of the Trust, provided that the Trust Committee has not received instructions to the contrary, the Trust Committee shall liquidate the Trust and, after paying the reasonable expenses of the Trust, including expenses involved in the termination, distribute the balance thereof according to the written directions of each

Member for the provision of benefits similar to those provided under the Plan for the benefit of each such Member's Participants and Beneficiaries covered thereunder; provided, however, that the Trust Committee shall not be required to make any distribution until the Trust Committee is reasonably satisfied that adequate provision has been made for other outstanding payment obligations; and provided, further, that in no event shall any distribution be made by the Trust Committee until the Trust Committee is reasonably satisfied that the distribution will not be contrary to the applicable provisions of the Plan dealing with termination of the Plan and the Trust.

10.3 **Final Accounting.** At such time as the Trust is terminated, the Trust Committee shall render a final accounting of the affairs of the Trust to each participating Member, and thereafter there shall be no claim or action against the Trust Committee or any Trustee, and they shall have no further responsibilities or duties and shall be discharged.

ARTICLE XI
MISCELLANEOUS

11.1 **Nonalienation of Benefits.** Neither the benefits payable from the Trust Fund nor any interest in any of the assets of the Trust Fund shall be subject in any manner to the claim of any creditor of a Participant, or Beneficiary or to any legal process by any creditor of such Participant, or Beneficiary; and neither a Participant nor any Beneficiary shall have any right to alienate, commute, anticipate or assign any right to benefits payable from or any interest in the Trust, except as provided in the Plan.

11.2 **Benefit.** Except as otherwise provided in the Plan and this Agreement, no part of the Trust hereunder shall be used for or diverted to any purpose other than for the benefit of Participants and Beneficiaries or the payment of expenses as herein provided.

11.3 **Effect of Plan.** The Trust Committee is not a party to the Plan, and in no event shall the terms of the Plan, either expressly or by implication, be deemed to impose upon the Trust Committee any power or responsibility other than as set forth in this Agreement. In the event of any conflict between the provisions of the Plan and this Agreement, this Agreement shall be deemed to be incorporated into and be a part of the Plan, and the terms of this Agreement shall control over any inconsistent terms of the Plan not contrary to State law.

11.4 **Dispute Resolution.**

(a) Disputes arising in relation to benefits under the Plan shall be resolved in accordance with the procedures established in the Plan.

(b) The parties to this Agreement (each, a "party") are mutually committed to collaborative problem solving for resolving issues that may arise among or between them concerning this Agreement. In the event of a dispute, the complaining party may notify the other party of the dispute in writing and each party to the dispute will each appoint a representative to negotiate in good faith to resolve the dispute.

These negotiations between representatives of the parties shall continue until the earliest of: (a) the time the dispute has been resolved; (b) the designated representatives have concluded that continued negotiation does not appear likely to resolve the dispute; or (c) sixty (60) days from the date of written notice of the dispute. If the dispute is not resolved through direct negotiations, the parties may, with the consent of all parties, attempt to settle any dispute arising out of or related to this Agreement through mediation. Unless otherwise agreed by the parties, mediation shall proceed as follows: The parties may agree on a mediator. If they are unable to agree on a mediator within sixty (60) days of the_agreement to mediate, the parties shall contact an agreed upon dispute resolution organization or service and shall use its selection process to select a mediator. Each party shall bear its own costs of the mediation and the parties shall share the costs of the mediator. The mediation shall be scheduled within ninety (90) days of the agreement to mediate. If the direct negotiation process is unsuccessful and the parties do not consent to mediation or the agreed-upon mediation process does not successfully resolve the dispute within ninety (90) days of the agreement to mediate, the parties shall be entitled to pursue any other remedy allowed by law or this Agreement. However, no party shall pursue such a remedy without first exhausting the direct negotiation process.

11.5 **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto with regard to the subject matter hereof, and there are no other agreements or understandings between the parties relating to the subject matter hereof other than those set forth or provided for herein. In no event shall the dispute resolution set forth in this paragraph include binding arbitration in violation of C.R.S. § 24-106-109.

11.6 **Approval of the Members.** The Members shall have the right, on behalf of all individuals at any time having any interest in the Trust, to approve any action taken or omitted by the Trust Committee.

11.7 **Liability for Predecessor or Successor.** No successor Trustee hereunder in any way shall be liable or responsible for any actions or omissions of any prior Trustee in the administration of the Trust or the Trust Fund prior to the date such successor Trustee assumes its obligations hereunder, nor shall any prior Trustee in any way be liable or responsible for any actions or omissions of any successor Trustee.

11.8 **Liability for Acts of Others.** No Trustee shall be liable for the acts or omissions of a Member, the Custodian, the Administrator, the Investment Committee or any Investment Manager except with respect to any acts or omissions of any such party in which the Trustee participates knowingly or which the Trustee knowingly undertakes to conceal, and which the Trustee knows constitutes a breach of fiduciary responsibility of such party.

11.9 **Governmental Immunity.** It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the Trust, the Trust Committee, the individual Trustees, or the Members of governmental immunity or of the sovereign immunity of the State of Colorado or its instrumentalities or any provision of the

Colorado Governmental Immunity Act (CGIA), C.R.S. § 24-10-101, et seq. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, boards, commissions, committees, bureaus, offices, employees, and officials shall be controlled and limited by the CGIA, C.R.S. § 24-10-101, et seq., the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State risk management statutes, C.R.S. § 24-30-1501, et seq.

11.10 **Controlling Law.** This Agreement shall be construed according to the laws of the State of Colorado. Jurisdiction and venue shall be proper in the City and County of Denver.

11.11 **Effective Date.** This Agreement shall be effective on and after ___________________. Any amendment to this Agreement shall become effective upon the date specified in the ballot approved by the Members to adopt such amendment.

11.12 **Execution in Counterpart**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Member has caused this Agreement to be signed by its duly authorized officers or representatives as of the day set forth its signature.

IN WITNESS WHEREOF, the Member has caused this Agreement to be signed by its duly authorized officers or representatives as of the day set forth its signature.

MEMBER

Agency Name: ______________________________

Officer Sign: ____________________________

Print Name: ____________________________

Title: ____________________________

2nd Officer Attest:

Sign: ______________________

Print Name: ______________________

Title: ______________________

Date of Member Adoption of Agreement:

____

CPOB Trust Administration

Joseph DePaepe

McGriff, a Marsh company

jdepaepe@mcgriff.com
P.O. Box 1539 Portland
OR 97207
Mob. 503-784-2721
Phone: Toll Free 844-769-6650
Fax: (503) 943-6622

INSTRUCTIONS AND CHECKLIST FOR THE PROPER EXECUTION OF THE RESOLUTION AND TRUST AGREEMENT

___ Please use the provided copies of the Resolution and Trust Agreement without alteration. When changes are warranted by the Organization, please submit proposed changes to Trust Counsel prior to signing for review and acceptance by the Benefit Trust Committee.

___ The board/council Chair/President or authorized representative of the Organization must sign both the entity Resolution and Trust Agreement/IGA.

___ The board/council Secretary or other member must attest to the President's signature on both the Resolution and IGA. If attestation is not by the Secretary, please indicate individual's title in the entity.

___ Enter the current date on both the Resolution and Trust Agreement signature pages.

___ Each entity must designate on the Resolution specific individuals (not necessarily board/council members) to be the Primary and Alternative Trust Representatives. These may not be a company, and one person may not be both the Primary and Alternative Representative.

___ Please enter a current email and mailing address for the Primary and Alternative Representatives. You may specify the individual's address as being in care of a company.

___ Please indicate adoption of the Resolution by two Directors on Page 2 of the Resolution these are shown as the Presiding Officer and attested by a second Officer.

___ A copy of the Resolution and one ***original*** Trust Agreement document must be returned to McGriff, the Trust Administrators at the above address. If the Member wishes to retain an original copy, please have duplicate originals signed at the same time.

___ For expediency please send an electronic copy of the Resolution and the signature page on the Trust Agreement to cpobtrust@mcgriff.com.

PLEASE NOTE IT IS IMPORTANT THAT CURRENT REPRESENTATIVE AND/OR ALTERNATE INFORMATION BE MAINTAINED WITH THE BENEFIT TRUST ADMINISTRATOR. WE REQUEST ANY CHANGES BE SUBMITTED IN WRITING AS SOON AS POSSIBLE.

RESOLUTION NO. _______

A RESOLUTION ADOPTING AND ENTERING INTO THE TRUST AGREEMENT FOR THE COLORADO PEACE OFFICER BENEFIT TRUST AND TAKING OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, under Colorado state law, specifically § 29-5-603 of the Colorado Revised Statutes (C.R.S.), an employer as defined therein is eligible to participate in funding for Peace Officer heart testing benefits in accordance with and subject to the requirements and limitations of Part 6, Article 5 of Title 29, C.R.S.; and

WHEREAS, under Colorado state law, specifically C.R.S. § 29-5-603, an employer as defined therein may participate in the Heart Testing Benefit Program to provide heart testing benefits to its Peace Officers in accordance with and subject to the requirements and limitations of Part 6, Article 5 of Title 29.; and

WHEREAS, in order to provide such benefit, an employer, which includes any Municipality, County, District Attorney, or State Agency that employ one or more Peace Officers [Sherrif/City/Town/Colorado State Patrol] is authorized to participate in a multiple employer health trust; and

WHEREAS, the governing body of the ______________________________ [Sherrif/City/Town/Colorado/State Patrol] has authority under Article XIV, § 18(2)(a) and 2(b) of the Colorado Constitution, and C.R.S. § 10-3-903.5, §§ 29-1-201, et seq., and § 29-5-604, as amended, to participate with other employers in a multiple employer health trust for the provision of such heart testing benefits and for related claims handling, risk management, and other functions and services related to such benefit; and

WHEREAS, the governing body has reviewed the Trust Agreement for the Colorado Peace Officer Benefit Trust, a copy of which is attached hereto as Exhibit A, by and through which the Members (as defined therein) desire to establish a trust (the "Trust") and provide a benefit plan that provides a peace officer benefit consistent with the provisions of Part 6 of Article 5 of Title 29, C.R.S., as specified in the Colorado Peace Officers Heart Testing Benefit Program (the "Plan"); and

WHEREAS, the governing body finds that the payment of contributions into the Colorado Peace Officers Benefit Trust and the provision of heart testing benefits to Peace Officers pursuant to the Plan satisfy important public purposes; and

WHEREAS, the Members intend that the Trust, together with the Plan, shall constitute an irrevocable trust exempt from taxation under Internal Revenue Code § 115; and

WHEREAS, the governing body finds that membership and participation in the Trust and Plan would be in the best interests of the ______________________ [Sherrif/City/Town/Colorado State Patrol], its employees, and its taxpayers; and

WHEREAS, the governing body by this enactment desires to adopt and enter into the Trust Agreement for the Colorado Peace Officers Benefit Trust, and to take other actions in connection therewith.

NOW, THEREFORE, BE IT RESOLVED that the ____________________ ____ [governing body] of the __________________________________ [Sherrif/City/Town/Colorado State Patrol] hereby:

1. Approves the Trust Agreement for the Colorado Peace Officer Benefit Trust, a copy of which is attached hereto as Exhibit A and incorporated into this Resolution by this reference (the "Trust Agreement").

2. Authorizes and directs the presiding officer of the governing body to execute the Trust Agreement on behalf of the ____________________________ [Sherrif/City/Town State Patrol].

3. Directs that staff transmit to the Colorado Peace Officer Benefit Trust (the "Trust"), McGriff Insurance Services, P.O. Box 1539, Portland, OR 97207-1539, executed and attested copies of this Resolution and such Trust Agreement.

4. Designates______________________as its initial Member Representative to the Trust and designates______________________as its initial Alternate Representative to the Trust, such persons having the addresses stated below.

5. Representative Mailing Address: ________________________________

   ____

   Representative E-mail address:_________________________________

   Alternate Representative Mailing Address: _________________________

   ____

   Alternate Representative E-mail address:__________________________

6. Understands that, with the adoption of this Resolution and subject to the terms of the Trust Agreement, the ____________________________ [Sherrif/City/Town/State Patrol] becomes a Member of the Trust, with its

participation to commence effective as of the date determined in accordance with the Trust Agreement. The governing body of the __________________hereby requests, unless other dates are later designated by the governing body, that coverage should begin upon below signature date.

IN WITNESS WHEREOF, this Resolution was adopted by a majority vote of the ____ [governing body] of the _____________________________________ [Sherrif/City/Town State Patrol] on the____________day of_________________________________, 20______.

***Presiding Officer*:**

____
Signature

____
Print Name

____
Title

***Attestation*:**

____
Signature

____
Print Name

____
Title

Exhibit A
(Executed Trust Agreement)

PARKER
COLORADO

MEMORANDUM

TO:	Honorable Mayor and Members of Town Council
FROM:	Michelle Kivela, Town Manager
DATE:	April 14, 2025
SUBJECT:	Elected Officials Policy Updates

ISSUE:
Staff is presenting updated Elected Officials Policies for review.

FISCAL/BUDGET IMPACT:
None.

BACKGROUND:
At the 2025 Strategic Planning Retreat, staff proposed removing certain policies from the Town Policy Manual that are more general administrative procedures set by Council for the role of elected officials. These policies will make up the new Elected Official Guidelines.

Staff is bringing back several updated policies for review, including: the Elected Official Travel Policy, Staff Contact by Elected Officials, Elected Official Meeting Protocol, Elected Official Technology Policy, Appointee Complaint Process and Appointee Evaluation Procedure.

The existing Town Policy Manual can be found on the Town website at https://www.parkerco.gov/DocumentCenter/View/25500/Town-Policy-Manual?bidId=.

Once finalized, staff will bring back the Elected Official Guidelines to be adopted by Council by resolution.

RECOMMENDATION:
None.

REQUESTED DIRECTION:
None.

ATTACHMENT:
1. Appointee Evaluation Procedure 040925
2. Elected Official Meeting Protocol 040925
3. Elected Official Staff Contact Policy 040925
4. Elected Official Technology Policy 040925
5. Elected Official Travel Policy 040925
6. Council Appointee Complaint Process 040925

Town of Parker, Colorado

ELECTED OFFICIAL POLICY STATEMENT

TITLE Appointee Evaluation Procedure Policy	**PAGE** 1 of 2	**POLICY NUMBER**
EFFECTIVE DATE	**AMENDED AND READOPTED DATE**	
APPROVED BY COUNCIL ACTION		

PURPOSE

The Appointee Evaluation Procedure Policy describes the manner in which Town elected officials, defined as the Mayor and members of Town Council, are required to complete an annual performance evaluation process for Council appointees.

The Mayor is expected to assist in facilitating the process and related discussions, while members of Town Council are required to complete the appointee evaluation.

POLICY STATEMENT

There are three appointed positions that report to the Mayor and Town Council. These include the Town Manager, Town Attorney and Municipal Judge. Each position is a contracted position in which there is an employment agreement. Employment agreements should be amended on a regular basis as stated in each agreement and, annually if requested by the individual appointee and agreed to by the appointee and the Town Councilmembers, based on the evaluation of the direct report in their position.

Procedure

The Town Council shall complete. a performance evaluation of appointees annually within thirty (30) calendar days of the anniversary of their employment date.

Approximately forty-five (45) calendar days prior to the anniversary of their employment date, the appointee will submit a completed Appointee Self-Assessment Form to members of Town Council.

Councilmembers will individually complete the Appointee Evaluation Form within ten (10) calendar days of receipt by the Human Resources Director and submit the completed form to the Human Resources Director who will aggregate the scores and compile the comments into one document.

Town Council, without the appointee present, will meet to discuss the summary of the results in executive session. Once the discussion is complete and any edits are determined, the Council will have ten (10) days to edit the form. A final version of the summary will be provided to the appointee by the Mayor Pro Tem. The appointee will have a minimum of five (5) calendar days to review the summary prior to the scheduled performance evaluation date.

The Human Resources Director will provide Town Council with the associated compensatory adjustment (percentage increase and/or one-time payment) derived from the overall, aggregated score.

The performance evaluation discussion will be held during executive session with the Town Council and the appointee.

Town Council will meet with the appointee during executive session to review the final document. Town Council will provide the overall score and any associated compensatory adjustment during that executive session. The compensatory adjustment will be included in an amendment to the employment agreement and distributed in a manner that is identified by the appointee’s employment agreement. Each individual appointee may request annually a review of their individual agreement for potential amendments which would be pursuant to a formal amended agreement entered into between the appointee and the Town Council.

Attachments

- Appointee Self-Assessment Form
- Appointee Evaluation Form

Town of Parker, Colorado

ELECTED OFFICIAL POLICY STATEMENT

TITLE Elected Official Meeting Protocol	PAGE	POLICY NUMBER
EFFECTIVE DATE	**AMENDED AND READOPTED DATE**	
APPROVED BY COUNCIL ACTION		

The purpose of this policy statement is to establish standard procedures used to establish Council meeting agendas and that govern conduct by the Mayor and Councilmembers in preparation for and during Town Council meetings.

Agenda Setting

The Town Manager is responsible for setting the agendas for Study Sessions and Regular Town Council Meetings.

Elected officials can add an item to an agenda by following the process outlined in Section F of Elected Official Policy Statement 1-6 ("Staff Contact by Elected Officials"). Following the process allows Town staff to establish the agenda and manage the amount of information that can reasonably be covered during a meeting.

Other Considerations for Setting an Agenda

- The Town Manager's office is the primary contact for adding items to the Study Session or Town Council Meeting agendas. The Town Manager will place reports, updates and routine items on the agenda at the Town Manager's discretion.
- Guests and outside presenters will generally be scheduled first on Study Session agendas.
- Staff will provide packets to the elected officials through the electronic agenda system by 5 p.m. the Friday before a scheduled Study Session or Town Council Meeting.

Preparation for Meetings

The position of Councilmember is a demanding one. It is the overall responsibility of each member of the Town Council to prepare for meetings and engage in relevant community conversations outside of scheduled meetings. Specific preparation for each meeting of the Town Council is critical to ensure the most effective meeting of the governing body.

- Councilmembers should, if possible, avoid surprising their colleagues or Town staff. To the greatest extent possible, Councilmembers should advise the Mayor and the Town Manager in advance of any substantive issues, questions, or changes they intend to bring up at the public meeting which would likely require staff research and response. This refers to issues and questions that the staff would not normally anticipate or have researched for that particular meeting.

- Councilmembers should advise the Mayor and the Town Manager in advance of pulling items from the Consent Calendar. This will allow the Mayor and Town Manager to prepare staff for the additional steps necessary to address such items.
- Councilmembers should be prepared for meetings, which includes having read all agendas and supporting documentation or presentations prior to the meeting.
- To the extent feasible, Councilmembers should remain aware of regional issues affecting neighboring municipalities, counties, and the operations of other districts or agencies.

In-Meeting Conduct

Councilmember Decorum

- Be gracious and respectful at all times. It is the responsibility of each Town Council member to display common courtesies at all times. Respect differences of opinions and perspectives. For example, avoid interruptions, avoid personalizing the issue, avoid grandstanding, avoid argumentative behavior including repetitive restatements of a position, and avoid filibustering.
- Debate should be limited to making a point or stating a position. Redundancy, grandstanding, and personal attacks will be addressed by the Mayor as being out of order or inappropriate.
- Remain silent until being recognized. Do not speak without being recognized by the Mayor and avoid side bar conversations with other Councilmembers.
- Be attentive. Listen and understand before judging and making a commitment. Give the speaker your entire attention. Shuffling papers, repeatedly looking at phones, finding reasons to never make eye contact with the speaker may convey to the speaker and the audience that you already decided the matter and are disinterested in new information.
- Personality conflicts. Personal problems or concerns with individual Councilmembers should be discussed directly with that individual outside of an open meeting and not aired in a public forum.
- Use of electronic devices during public meetings. Councilmembers should limit use of their phones during a meeting to urgent personal matters. For example, matters relating to family concerns. Phones and other mobile devices should not otherwise be used for texting, emailing, or other communications during public meetings. Councilmembers are aware that communications received during open meetings may be subject to the Colorado Open Records Act.

Participation by Telephone or other Virtual Means

Telephonic or virtual meeting participation has become more popular within many local governments. However, telephonic/virtual participation has inherent limitations. it can be difficult for an individual participating remotely to hear what is said in a meeting if more than one person is attempting to speak at the same time, or to participate if numerous individuals wish to speak at the same time. Additionally, there are often challenges with engagement due to a remote individual not giving their full attention to the meeting, as remote environments often provide more distractions than an in-person meeting. These limitations in telephonic/virtual participation may produce inefficiencies in meetings and may undermine the decision-making process.

A member of the Town Council may not participate in a meeting of the Town Council by telephone, videoconferencing technology, or other virtual/telephonic means. If the member is absent, they may view the livestream made available online, which is available to all members of the public. However, their viewing of the meeting shall not count for the purposes of establishing quorum and the Councilmember shall not attempt to participate by means including texting, emailing, messaging, etc. other Councilmembers or the Mayor during the meeting.

In the event of extenuating or emergency circumstances, Town Council may temporarily suspend or modify this Policy through the passage of an emergency resolution or order.

This Policy shall apply to the Town Council, as well as Commissions established by the Town Council.

The Town shall provide reasonable accommodation and shall waive or modify provisions of this Policy as necessary to provide disabled Councilmembers and members of Commissions full and equal access to Council meetings.

Use of Mobile Devices

Council's use of electronic communication devices, such as cell phones, during a Town Council meeting, including special meetings, Executive Sessions and Study Sessions, may lead to the public's perception that a Councilmember is not paying attention to the subject matter at hand or that a Councilmember is receiving information relative to the subject matter at hand that other Councilmembers and members of the public are not receiving, either one of which conflicts with effective government and transparency. Therefore, a Councilmember's use of electronic communication devices (including cell phones and tablets), other than for the purpose of accessing agenda materials that are on a Councilmember's laptop, is prohibited during Council meetings. This policy does not prohibit the use of an electronic communications device in the event of an urgent family matter.

Microphones at Council Dais

Councilmembers should turn off their microphones when at the dais in Council Chambers and not speaking. This will help eliminate any background noise when others are speaking.

Town of Parker, Colorado

ELECTED OFFICIAL POLICY STATEMENT

TITLE Staff Contact by Elected Officials	PAGE 1 of 1	POLICY NUMBER
EFFECTIVE DATE August 20, 2018	AMENDED AND READOPTED DATE	
APPROVED BY COUNCIL ACTION Resolution No. 18-054; Resolution No. 23-038		

PURPOSE

This policy statement outlines contacts between elected officials and Town staff, in accordance with Section 2.03.020 of the Parker Municipal Code (the "Town Manager Ordinance"). The goal of this policy is to ensure compliance with the Manager Ordinance and maintain the appropriate protocols between elected officials, the Town Manager and Town staff. It is the Town's desire to have a productive working relationship between all parties.

POLICY STATEMENT

The protocols below direct the appropriate course of action when the Mayor or a Councilmember ("elected officials") requires involvement from a member of Town staff. The protocol to be followed by the elected official is dependent on the nature of the request being made.

General Employee Contact

With the exception of inquiries directed to the Town Attorney or Municipal Judge, all other inquiries should be directed to the Town Manager and will be delegated to appropriate staff. If a Councilmember is contacted by an employee, they should notify the Town Manager of the contact and substance of the communication. The Town Manager and Councilmembers should both work to illustrate respect between the Town Manager and the elected officials by their actions and the manner which they show transparency and trust in each other.

Mayor and Council Initiated Contacts with Employees

- Requests for simple information are welcome – be mindful of your position and the potential for misunderstanding.
    - Avoid directing Town staff – remember that even a question may be perceived as a directive. Requests for service should be directed through the Town Manager.
    - If staff estimates a Councilmember request for simple information will require research time, staff will advise the requesting Councilmember of such and recommend they request a research topic as described in Section C below.

- The Town Manager's Office is the main point of contact for all elected officials support (questions, clerical, calendaring, etc.). When in doubt, inquiries and requests should be directed to the Town Manager's Office.
- Employee Contact related to Personnel Issues
    - Oversight of personnel is the responsibility of the Town Manager with the exception of the Municipal Judge and Town Attorney.
    - All personnel-related matters must go through the Town Manager.

Requests for Simple Information

This type of request involves the need for information on a project, program, service, or policy that already exists.

- Simple information shall be defined as topics which would most likely not be of general interest to all Councilmembers. (For instance, time of a meeting, status of a pothole fill, how to locate information, etc.)
- Contact the Town Manager, Department Director, or Town Attorney. If contacting a Department Director, the Councilmember shall notify the Town Manager of the request as well.
- The information will be shared with the other Councilmembers if the Town Manager believes it will be of general interest.

Requests for Research Topic

This type of request involves the need to have additional information on a program, service, policy or community partnership that already exists and is more involved in gathering the information than response to a simple request. A request must have the written support of two Councilmembers to be placed on a future Study Session agenda for review and approval from a consensus of the full Town Council.

- Contact the Town Manager or Town Attorney with a copy to the Mayor and Town Council.
- Provide information about the request: share any background information , focus the topic, outline your expectations, and discuss timeframe.
- Councilmembers are required to make a request during a Town Council Study Session.
- The Mayor and Council will determine the direction of the request.
- Town Council consensus must be reached prior to direction to the Town Manager to begin new research projects.

Prioritization of Town Council Requests for Action

This type of request involves the need for something new that is not in the current Town Budget and has policy implications, operational impacts and needs to be fully vetted by Town Council and staff. A request must have the written support of two Councilmembers to be placed on a future Study Session agenda for review and approval from a consensus of the full Town Council.

- Contact the Town Manager or Town Attorney with a copy to the Mayor and Town Councilmembers.

- Provide information about the request: Why is it a priority request? Is it necessary to move forward outside of the agreed upon Town Council Strategic Plan or Adopted Budget for the year? Share any background information, focus the topic, outline your expectations, and discuss the desired timeframe.
- Councilmembers are required to make a request during a Town Council Study Session.
- The Mayor and Council will prioritize the request based on feedback from the Town Manager on how the request fits into the Town's Strategic Plan or Adopted Budget, policy/legal implications, funding required, workload impact on Town staff and anything impacts involved in responding to the request.
- Town Council consensus must be reached prior to direction to the Town Manager to begin work on new Council requests for action.

Resident Service Requests Made to Council

These requests are an opportunity for the Councilmember to assist the resident with an understanding of their Town government and to also build rapport between Town staff and the resident. Also, the Town Manager and Town staff should help the resident understand the important policy-making role of the elected officials and support that relationship between the resident and their elected officials.

- Initial discussion with the resident or business
  - Listen without making any commitments for the Town.
  - Forward the service request to the Town Manager, including Councilmember expectations – feedback on Town actions, timeframe, any follow up actions.
    - The Town Manager's Office will track the request.
    - The Town Manager's Office will acknowledge receipt to the Councilmember within one business day and provide an estimate of when the answer will be provided.
    - The follow-up will be provided by the Town Manager or Department Director.
- Resident reporting unsatisfactory experience with Town operations
  - Listen: gather information; avoid making a commitment for the Town; be open to gathering more information to get a complete understanding of the issue. Maintain objectivity to the resident and show concern for their issue without judging the matter.
  - Contact the Town Manager's Office, share all information and Councilmember's expectations. It will be most helpful to provide specific contact information and allow Town staff to reach out directly to the resident. Do not forward the complaint directly to the relevant Department Director.

Agenda Management

- The Town Manager sets the meeting agenda.
  - The Mayor, as presiding officer of the Council meetings, may provide the Town Manager with input or feedback on the organization of the meeting in an effort to streamline the flow of Council meetings as well as other considerations such as length of meetings.

- Placing an item on a Town Council Meeting or Study Session agenda
    - Individual Councilmembers may request to add a topic to a Town Council regular meeting or a Study Session agenda. Requests for action needs to follow the protocol for Section D above.
        - Share topic with Town Manager in one-on-one meetings or bring the topic up during a Town Council meeting or Study Session.
        - The Town Manager has discretion to ask the full Town Council for feedback and direction on request for agenda additions. It is the Town Manager's role to attempt to balance the timing and pacing of these meetings and their subject matter. (Some requested subjects may not be ready for agendizing, in the Town Manager's opinion.)
- The Town Manager meets with the Mayor to review the upcoming meeting agenda and to respond to any questions the Mayor has in order to assist the Mayor in presiding over meetings. The Mayor will inform the Town Manager of any potential issues or questions that may arise by Town Council that may not otherwise be communicated to the Town Manager.

Urgent Information Communication to Councilmembers, Criteria of "Urgent"

Questions from the Mayor and Town Council on urgent information should be directed to the Town Manager or in the Town Manager's absence, to one of the Assistant Town Managers. The Mayor and Town Council are encouraged to reach out to the Town Manager with any questions regarding incidents about which they have not received communication.

The Town Manager makes a judgment call on whether to share information based on the status of an incident, pending investigation, and whether or not a news release will be issued on public safety-related events.

Town of Parker, Colorado

ELECTED OFFICIAL POLICY STATEMENT

TITLE Elected Official Technology Policy Statement	PAGE 1 of 3	POLICY NUMBER
EFFECTIVE DATE	**AMENDED AND READOPTED DATE**	
APPROVED BY COUNCIL ACTION		

PURPOSE

The purpose of this policy statement is to establish standards for the Town of Parker elected officials regarding mobile phone allowance, technology equipment and support, information security and acceptable use. This policy will go into effect as of January 1, 2026.

POLICY STATEMENT

Mobile Phone Allowance

Elected officials may be required to conduct official Town business, such as responding to citizen calls or contacting staff, on their personal mobile phone. As such, elected officials may receive a mobile phone allowance from the Town in accordance with the Town's Purchasing and Financial Policies Manual.

Technology Equipment and Support

Elected officials may require technology equipment to conduct official Town business, such as accessing online meeting packets, email and other documents or services.

Upon swearing in, elected officials will be provided with one Town-issued device (laptop or tablet) in which to conduct official Town business. Town devices should be used for Town business only, personal use is not permitted. Devices will be returned to the Town upon the conclusion of the official's term.

Town-issued devices will be replaced by the Town if they are lost, stolen or destroyed.

Town-issued devices will be replaced every four years based on the Town's replacement cycle.

To maintain security, devices for elected officials will be set up on the Town's domain and follow standard security practices (i.e. Crowdstrike, Group Policy Object). Devices will not have access to the Town's secured local area network or WiFi networks or have VPN access.

Information Technology (IT) staff are responsible for assisting with equipment and software needs that allow elected officials to successfully perform their duties.

The Town only supports software or hardware associated with the successful execution of Town Council duties supporting Town business. IT is unable to support equipment and/or software that is not approved and/or provided by the Town.

Connectivity to the Town-supplied email and the Internet will be provided by a Wi-Fi connection while in Town facilities and by the elected official's own Internet provider when off Town premises. The Town is not responsible for supporting Internet connectivity in the elected official's home.

The Town will supply an email account on the Town's email system. Access to this email account is provided using web access from any supported web browser. The Town does not recommend, or support email being forwarded to personal email accounts due to the issues this may cause with Open Records Requests.IT staff will provide training for the elected official on the use of technology required for basic desktop and email functions. This includes training on the addition of icons on the desktop, review of links to various programs and verifying both computer and phone access to email. Training on software specific items, such as CivicClerk, will be provided by the relevant Town department (Town Clerk, Town Attorney, Town Manager's Office).

For any support issues, please contact the Town Manager's Office and it will coordinate the necessary staff response.

Information Security Program

The Town of Parker authorizes the use of technology systems and services to carry out legitimate Town business. All technology use is expected to be legal, ethical and compliant with all applicable laws and regulations.

The Town has developed an information security program that outlines requirements related to electronic communication, system defense, backup, data security, hardware security, software/application security, voice communication, virtualization, use of artificial intelligence, consumer electronic financial services, system authentication, system access, physical access restrictions, business continuity, incident response, etc. The Town's Information Security Policy can be found below. More details on the information security program can be found on the Town's intranet.

Acceptable Use Policy

All Town owned systems, media, and equipment must be used for official Town business and adhere to the Acceptable Use Standards.

Acceptable Use Standards

- Used for official Town business only.
- Prompt reporting of theft, loss, or unauthorized disclosure of the Town's proprietary information is the responsibility of the elected official.
- Elected officials may access, use, or share proprietary information only to the extent authorized and necessary to conduct Town business.
- The Town's proprietary information stored on electronic and computer devices, whether owned or leased by the Town, elected official, or third party, remains the sole property of the Town.
- Authorized individuals within the Town may monitor equipment, systems, and network traffic at any time for security and network maintenance purposes.
- The Town reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

Elected officials are prohibited from engaging in any activity that is considered improper by the Town, as well as any illegal activity under local, state, federal and/or applicable law while utilizing the Town owned resources, therefore the following items are considered unacceptable use of system resources.

Unacceptable Use Standards

- Using any software (including cloud-based platforms) that is not approved by the IT Division.
- Using software or websites in violation of the licensing agreement.
- Using such technology and/or equipment for personal monetary gain.
- Removing or disposing of technology or equipment without the approval of the IT Division.
- Placing equipment in such a way that it is susceptible to excess wear or damage.
- Removing, adding or modifying peripherals (including mice, keyboards, monitors and equipment installed inside systems) without the approval of the IT Division.
- Performing or attempting to perform maintenance on Town-provided machines without the approval of the IT Division.
- Failing to place important or critical computer files on a server that is regularly backed up.
- Disclosing a password used to access a Town system to any other person, unless the password is specifically used with a shared account.
- Unauthorized disclosure of privileged or confidential information.
- Accessing information and/or an account for any purpose other than conducting Town business is prohibited.
- Storing confidential, proprietary or copyrighted data on storage devices, in violation of any law or license agreement.

- Introducing malicious programs onto the network and/or server is prohibited.
- Allowing unauthorized individuals to access Town-provided equipment and/or technology.
- Using the Town's computing assets to actively engage in harassing behavior in violation of Town policy and/or law.
- Making fraudulent offers or representation of services originating from the Town's account.
- Circumventing security measures or intentionally impairing the operation of Town resources.
- Accessing pornography via the Internet or storing pornography.
- Violations of any laws or regulations, the rights of any person, and/or the Town protected copyrights, trade secrets, patents, or intellectual property is prohibited by the Town.

Town of Parker, Colorado

ELECTED OFFICIAL POLICY STATEMENT

TITLE Elected Official Travel Policy Statement	PAGE 1 of 10	POLICY NUMBER
EFFECTIVE DATE August 20, 2018	**AMENDED AND READOPTED DATE** mmm dd, 2025	
APPROVED BY COUNCIL ACTION Resolution No. 18-054; Resolution No. 23-038; Resolution No. 25-xxx		

PURPOSE

This document provides guidance for elected officials and applies to all travel expenses for which Town funds are disbursed, including lodging, transportation, mileage, meals and other travel-related expenses.

POLICY STATEMENT

Travel is defined as a trip in-state or out-of-state, made for Town business that requires air transportation and/or requires or could require an overnight stay. Travel that "could require an overnight stay" means a two-day or longer conference held in a location that is close enough to the Town that the elected official could choose either to stay overnight or to drive to and from the conference each day.

Elected officials may contact the Town Manager's office to request assistance with travel and training plans, including registration, lodging and travel arrangements. If an elected official wishes to make his or her own travel arrangements, he or she may do so with the understanding that payment may only be for the lowest airfare rate available where travel out of state is concerned.

It is important to remember that the Town is accountable to the taxpaying public. Abuse or perceived abuse of travel and meal privileges does not provide the prudent and frugal management of public funds that the public has the right to expect. Therefore, good judgment and common sense should be used when incurring expenses to the Town. All such expenses must be thoroughly documented.

All travel and similar expenses must be reasonable, necessary and for Town business.

Travel and Training Allowances for Elected Officials

Councilmember Travel and Training Allowances

Each year, as part of the budget development process, the Town Manager will review the Town Council travel and training budget and make recommendations for adjustments as needed. Each Councilmember is allotted 13.33% of the total Town Council travel and training budget each year; the Mayor is allotted 20%. annually, or such other amount as may be determined by the Town Council as the budget allows, for attendance at meetings/conferences.

If any individual Councilmember exceeds their allotted travel and training budget amount, a request may be made to another member of Council for use of that member's remaining funds.

Approval for Conference Attendance

Councilmembers must receive approval from a consensus of the full Council before attending a conference. Councilmembers are encouraged to request approval as early as possible in advance of the conference in question.

It is recommended when multiple Councilmembers attend the same conference there be coordination between Councilmembers to attend as many of the sessions offered as possible rather than multiple Councilmembers attending the same session. This practice ensures the Town gets the best value for money for conference expenses.

Approval for Committee Assignments and Offices

Councilmembers must receive approval from a consensus of the full Council before volunteering to serve on committees or subcommittees of membership organizations. Examples include but are not limited to Colorado Municipal League or National League of Cities. Similarly, approval must be given for a Councilmember to volunteer as an officer for a committee or subcommittee of a membership organization.

Post-Travel Reporting

After attending a conference, seminar, or any other travel or training function for which the Town has paid, each elected official will provide a written report to the Town Manager's Office. The report must be made within 30 days of completion of the conference, seminar, or other training and travel functions. Councilmembers will use the official reporting form (Appendix A). All reports will be distributed with the quarterly travel expenditures reports detailed in the section below. The date, cost, and title of the event will also be disclosed with the quarterly report, regardless of whether a report is provided by the 30-day deadline.

Quarterly Travel Budget Reporting

The Finance Director will provide the Town Council with a Town Council travel expenditure report on a quarterly basis via email agenda so each Councilmember can track their travel expenses. If the cumulative annual travel and meeting budget for Town Council is exceeded, any additional travel requires Town Council approval.

Authorization for Travel

Documentation of expenses will require itemized receipts for all expenditures, except per diem.

A Travel Authorization and Advance Form must be completed and signed by the elected official and the Town Manager. The approved Travel Authorization and Advance Form must be completed and forwarded with all backup documentation to the Town Manager's Office before travel. Backup documentation includes, but is not limited to:

- Conference registration
- Transportation reservations (airline, bus, or other travel)
- Lodging reservation
- Conference/Training agenda showing meals that may or may not be included
- Proof of mileage driven for reimbursement (Google maps or similar)
- Any other documentation that will support travel expenses

Travel outside of the continental United States must be approved by the Town Council.

Unauthorized Expenses

The following expenses are specifically unauthorized and will not be permitted:

- All expenses of family members or other persons not on business for the Town
- Alcoholic beverages and tobacco products
- Laundry or cleaning
- In-room movies, room service or other personal services
- Sporting and entertainment activities
- Personal clothing
- Prescriptions and over-the-counter medication
- Personal telephone calls except as stated in the "Telephone Calls While Traveling" section of this policy statement
- First class or business class airfare
- Rental of luxury or sports vehicles
- Expenses stated in this policy as unauthorized, ineligible, or prohibited
- All other personal expenses not for the benefit of the Town

Authorized Expenses

Transportation

Air, Bus and Rail

- Air travel should be purchased at the lowest coach airfare available at the time the reservation is made. First class or business class airfare is specifically prohibited.
- Travel by bus or rail should be purchased at the lowest coach fare available. Extended travel time costs, such as extra meals and travel time, should be considered when authorization for this type of travel is requested.
- Fares must be purchased using the elected official's Town purchasing card.
- When the elected official is accompanied by a nonemployee, the nonemployee ticket(s) must be purchased using personal funds.

Personal Vehicle

During travel, mileage incurred by an elected official using a personal vehicle can be reimbursed at the standard Internal Revenue Service (IRS) mileage rate subject to a maximum amount as discussed below.

- Mileage will be calculated based on actual road distances.
- Mileage incurred using a personal vehicle for assigned meetings outside of the Town, are reimbursed at the standard (IRS) mileage rate.
- Mileage incurred for out-of-state travel, for which commercial airline would normally be used, will be reimbursed for actual road mileage up to the lowest available commercial airfare. A written airfare quote (internet printout acceptable) must be submitted with the Expense Report for reimbursement. Lodging, meals and other travel expenses are only allowed to the extent they would have been incurred had the elected official traveled by air. Extra lodging, meals and other travel expenses incurred because of traveling by personal vehicle are not authorized expenses.
- Gasoline purchases are NOT allowed for personal vehicles.

Vehicle Rental

- Vehicle rentals generally are not an allowed travel expense. Public ground transportation should be used instead, if available. This may include buses, subways, taxis, or ride sharing services.
- Only mid-sized vehicles or smaller are allowed. Large vehicles, such as mini vans, are allowed if five (5) or more elected officials are traveling together. Luxury and sports vehicles are specifically prohibited.
- Insurance should be purchased from the car rental company.
- The Town's Risk Management division must be notified of accidents immediately.

- Vehicles may be rented using a Town purchasing card with prior notification to the Purchasing Card Program Administrator. The elected official may receive reimbursement provided detailed receipts are submitted.
- Gasoline may be purchased using a Town purchasing card with prior notification to the Purchasing Card Program Administrator. The elected official may receive reimbursement provided detailed receipts are submitted.

Public Ground Transportation

A reasonable and economical method of public ground transportation to/from the hotel and the airport, conference facility or restaurant is allowed only when necessary and appropriate to the trip. Ground transportation may be paid using a Town purchasing card. Alternatively, the individual may receive reimbursement; provided a detailed receipt is submitted.

<u>Parking</u>

- Reasonable and economical parking expenses are allowed for airport parking. The closest parking to the terminal will usually not be the most reasonable or economical parking and should not be used. Elected officials should consider if it is more economical to take a taxi or ride sharing service to and from their home to the airport or to park at the airport for the duration of their trip.
- Hotel or other public parking expenses are allowed.
- Valet parking is not allowed unless required.
- Parking may be paid using a Town purchasing card. Alternatively, the elected official may receive reimbursement provided a detailed receipt is submitted; however, it may be difficult to obtain a receipt for parking and provision of a detailed receipt may be waived by the Finance Department.

Toll

Toll expenses are allowed and the elected official may receive reimbursement provided detailed receipts are submitted.

Lodging

When lodging is necessary, moderately priced hotels and single occupancy hotel rooms are the standard.

- When attending a conference, an elected official will be expected to stay in the conference hotel at the available specified conference room rates. When a conference offers multiple lodging choices, an elected official should select the low to moderately priced hotels.
- Lodging is allowed only for the number of nights necessary to attend the conference or event. Extra nights must be at the elected official’s expense.

- If an elected official chooses to stay extra nights, the Town will only pay for lodging through the end time of the conference or event.
- Extra costs in lodging due to an elected official's guests must be at the elected official's expense. These and other personal expenses (personal phone calls, room service, in-room movies and the like) must be paid separately using personal funds.
- Lodging that is connected to a sporting or recreation type activity (such as golf), regardless of whether it is related to Town business, is not permitted and must be at the elected official's expense.
- Lodging is purchased using a Town purchasing card.
- Sharing of rooms by elected officials is not required.

Meals While Traveling

- Elected officials will receive an advance of a per diem for their travel prior to departing for their trip. The advance assumes all travel authorizations are secured by the elected official with sufficient time for the per diem advance to be processed and be deposited along with their regular payroll.
- Town purchasing cards may not be used for meals while on travel, as per diem payments are provided to cover the cost of meals while traveling.
- Oftentimes, the conference or travel-related event will provide some or all meals. When this occurs, the elected official must not seek reimbursement for the portion of the per diem rate related to the provided meal. Per diem payments will be prorated based on the number of meals assumed provided as part of the conference. A meal purchased separately on one's own when a meal is provided by the conference or event is not an allowable expense.

Per Diem Rate Method

- The Town will utilize the federal per diem rate method as published by the U.S. General Services Administration. For rates and additional information, view the Finance intranet page, the GSA website, www.gsa.gov/perdiem, or contact the Finance Department.
- Detailed receipts are not required.
- The Town allows the use of per diem for meals and incidental expenses only, not lodging.
- Incidental expenses include fees and tips for porters, baggage handlers and other personal service employees. These expenses are part of the "meals and incidental expenses reimbursement" rates provided by the IRS.
- Per diem payments will be reduced by the following percentages if meals are provided by the conference: breakfast – daily per diem reduced by 20%; lunch, 30%; dinner, 50%.
- If the elected official chooses to stay extra nights, the Town will only pay per diem through the end time of the conference or event.

- The amount of partial day per diem should be determined using departure and arrival times in Table 1 below.

Table 1 – Per Diem Allowances

Trip Departure	
Leave Town	**Per Diem Allowed**
Before 8:00 AM	Breakfast, lunch, and dinner
Between 8:00 AM and 1:00 PM	Lunch and dinner
Between 1:00 and 7:00 PM	Dinner
After 7:00 PM	No per diem
Trip Return	
Arrive in Town	**Per Diem Allowed**
Before 7:00 AM	No Per Diem
Between 7:00 and 11:00 AM	Breakfast
Between 11:00 AM and 5:00 PM	Breakfast and lunch
After 5:00 PM	Breakfast, lunch, and dinner

Telephone Calls While Traveling

Because hotel telephone rates may be extremely expensive, care should be taken to avoid using the hotel's long-distance carrier.

The Town prefers that cell phones be used when making Town business calls.

Travel Advances

Before Travel

- An elected official may receive a travel advance for mileage, parking, meal per diem or other out-of-pocket travel-related expenses.
- Lodging and transportation are to be paid for by the elected official's Town purchasing card or Town check.
- Travel advances are optional and may be requested through the Town Manager's Office using the space provided for on the Travel Authorization and Advance Form.
- To ensure that the travel advance is ready, the Town Manager's Office must receive the request at least two (2) weeks before the date of travel. Requests received later than two (2) weeks before the date of travel may result in the advance not being ready and available prior to the elected official's departure.
- Travel advances will be sent via direct deposit to the elected official on the last business day of the week prior to the date of departure.

After Travel

- An Expense Report must be submitted to the Town Manager's Office if the travel advance includes any unsubstantiated expenses. Advances for parking, toll, cab fare, and all related expenses, are examples of unsubstantiated expenses. A receipt for these types of expenses must be obtained and submitted with the Expense Report following the conclusion of the trip.

- An Expense Report is not required if the travel advance was only for mileage and/or meal per diem and there was not an excess advance.
- Any amount of the advance in excess of the actual allowed travel expenses ("excess advance") must be returned to the Town. Excess advances include when an elected official cancels or shortens the trip or when an elected official receives an advance for a full day per diem and it turns out that the lunch portion was provided by the conference (i.e., included in the registration fee).

Substantiation and Documentation

All expenses must have detailed and itemized documentation (receipts, invoices, brochures, etc.) that substantiates the business purpose of the expense. **RECEIPTS ARE NOT REQUIRED FOR PER DIEM.**

Appendix A

Town Council Travel and Training Report

Elected Official Name

Date and Location of Travel or Training

Description of Travel or Training

Total Amount Expended (include airfare, hotel, registration, and all reimbursements)

How did travel or training benefit the citizens of the Town of Parker?

Town of Parker, Colorado

ELECTED OFFICIAL POLICY STATEMENT

TITLE Complaints Against Town Council Appointed Officials	**PAGE** 1 of 2	**POLICY NUMBER**
EFFECTIVE DATE October 2, 2023	**REVISED DATE**	
APPROVED BY COUNCIL ACTION Resolution No. 23-038.1		

PURPOSE

The Town Council takes very seriously workplace complaints made by Town of Parker employees against the Town Manager, the Town Attorney, or the Municipal Judge ("Council Appointees"). This policy ensures responses to complaints are timely, fairly, and appropriately investigated and addressed.

The objectives of this policy are to:

- Establish a process for the Town Council and the Human Resources Director to respond to workplace complaints made by Town of Parker employees against Council Appointees.
- Clarify the roles and responsibilities of the Mayor, the Mayor Pro Tem, the Town Council, and the Human Resources Director in the process of handling complaints covered by this policy.

POLICY STATEMENT

An employee may report their complaint against Council Appointees to the Human Resources Director ("Director"). This includes complaints stemming from alleged harassment of the employee.

- The Director will consult with the Mayor and Mayor Pro Tem, informing them of the facts and circumstances of the complaint.
- The Mayor, or in the Mayor's absence, Mayor Pro Tem, will notify the subject of the complaint that a complaint has been made, the general nature of the complaint, and that an inquiry will proceed.
- The Director may engage outside legal counsel to provide legal advice and shall engage an independent investigator to conduct an inquiry into the complaint to determine if the complaint is substantiated.
    - If an investigation commences, the following process will be initiated:

    - The Director, will contact and retain outside legal counsel, from a pre-approved list complied with the assistance of the Town Attorney's Office, or an independent investigator to conduct the investigation. The Director and Town Attorney's Office shall review the approved list of outside legal counsel on an annual basis to confirm no conflicts of interest exist.
    - The Mayor, or in the absence of the Mayor, Mayor Pro Tem, will notify the Council Appointee, who is subject of the complaint, that a complaint was received and that an investigation will proceed. The Mayor or Mayor Pro Tem will also notify the Town Council that a complaint has been made, the general nature of the complaint, and that an investigation will proceed.
    - The Director will serve as Town staff liaison to the investigator.
    - Pursuant to a special order issued by the Town Manager authorizing the Mayor or Mayor Pro Tem to communicate directly with the Director, the Director will serve as liaison to the Mayor or Mayor Pro Tem during the complaint investigation.
    - The investigator's completed report will be delivered to the Mayor and Town Council through outside counsel or the independent investigator, with a copy going to the Director. If the claim is deemed substantiated by the investigation, outside counsel may advise Town Council on its legal liability in the matter.
    - Following advisement to the Mayor and Town Council by outside counsel, the subject of the complaint will be informed of the investigation findings by the Mayor or Mayor Pro Tem.
    - If the claim is substantiated, the Town Council will determine how to respond to the complaint and what level of discipline, if any, is appropriate. The Town Council is the final authority on administering discipline. Council Appointees shall have no appeal rights.
  - If an investigation is not initiated, the Mayor or Mayor Pro Tem will notify the subject of the complaint that an investigation will not proceed, and the matter is closed.