



JEFFERSON

P A R K W A Y

Jefferson Parkway Public Highway Authority
Regular Board Meeting Agenda
Thursday, January 18, 2024 - 3 p.m.
REMOTE MEETING ONLY
via Zoom: tinyurl.com/JPPHAmeeeting

1. Call to Order - 3:00 p.m.
2. Pledge of Allegiance
3. Public Comment
4. Election of Officers
 - A. Role of Elected Officers
 - B. Election of Chair; Vice-Chair; Treasurer; Secretary
5. Approval of Minutes
 - A. December 21, 2023
6. New Business
 - A. Intergovernmental Agreement between the Jefferson Parkway Public Highway Authority (JPPHA) and the City of Arvada for the secondment of an Arvada employee to JPPHA
 - B. Set JPPHA Board Meeting dates for 2024
7. Broomfield Withdrawal
8. Report of the Interim Executive Director
9. Report of the General Counsel
 - A. Resolution 24-01 Designating an Official Custodian for Purposes of Colorado Open Records Act, Sections 24-72-200.1 et seq., C.R.S.
 1. Amended and Restated Rules Related to Requests for Inspection of Public Records Pursuant to the Colorado Open Records Act, Sections 24-72-200.1 et seq., C.R.S.
10. Report from the Board of Directors
11. Adjournment



**Jefferson Parkway Public Highway Authority
Regular Board Meeting Minutes
Thursday, December 21, 2023
Arvada City Hall
8101 Ralston Road, Arvada, CO 80002
3:00 p.m.
Council Conference Room, 3rd Floor**

I. Call to Order

Commissioner Dahlkemper called the meeting of the Jefferson Parkway Public Highway Authority (JPPHA) to order at 3:00 p.m. Present were Director Bob Fifer, Director Deven Shaff, and Director Lesley Dahlkemper. Also in attendance: Bill Ray, Exec. Director; Heidi Henkel, Alternate Director and Broomfield Commissioner; Tamara Seaver, JPPHA Counsel; Brad Mahoney, Arvada City Attorney's Office; Lorie Gillis, Arvada City Manager; Linda Haley, Arvada Deputy City Manager; Kym Sorrells, Jefferson County Attorney; Kylie Justus, Arvada City Attorney's Office. Bryan Archer, Arvada Finance Director

II. Pledge of Allegiance

III. Public Comment - None

IV. Request for Motion

Motion for Delegation of Chairman and Vice Chairman Powers and Duties to _____ for the December 21, 2023, Meeting Due to Absence of Chairman and Vice Chairman, in Accordance with Section VII.F. of Bylaws (Section VII.A. of Bylaws provides that the "same person may hold two or more offices")

Following Board discussion, Director Shaff moved that the duties of the Chairman be delegated to Director Dahlkemper for the December 21, 2023, meeting. Director Fifer seconded the motion.

The following votes were cast on the motion:
Those voting Yes: Dahlkemper, Fifer, Shaff
The Motion was Approved.

Jefferson Parkway Public Highway Authority
Board Meeting Minutes
December 21, 2023

V. Approval of Minutes
A. October 19, 2023

Director Shaff moved to approve the October 19, 2023, minutes. Director Dahlkemper seconded the motion.

The following votes were cast on the motion:

Those voting Yes: Dahlkemper, Fifer, Shaff

The Motion was Approved.

VI. New Business
A. Appointment of Interim Executive Director

Mr. Bill Ray recommended to the Board that Bryan Archer serve as the Interim Executive Director, noting his extensive history with the parkway, and his role as Finance Director for the City of Arvada with responsibility for budget management, insurance matters, and audits.

Director Shaff asked about the scope, term and pay. Mr. Ray responded that Mr. Archer would not be paid since he already works for the city of Arvada. Mr. Ray further reported that the duties are minimal, and would include filing audits, keeping insurance coverages current, and if it is determined that the Authority will go forward in the future, he would recommend a permanent executive director be named. Ms. Seaver noted that a secondment agreement is in place with Mr. Ray and she would anticipate a similar type of agreement for Mr. Archer. Mr. Shaff asked if the agreement would be approved by resolution during the December meeting and Ms. Seaver responded that she expected the agreement would likely be presented at the January meeting. Ms. Seaver then recommended the Board appoint Mr. Archer as the Interim Executive Director today.

Director Shaff then moved that Bryan Archer be appointed as the Interim Executive Director. Director Fifer seconded the motion.

The following votes were cast on the motion:

Those voting Yes: Dahlkemper, Fifer, , Shaff

The Motion was Approved.

B. Letter of Engagement - Icenogle Seaver Pogue

Director Fifer moved to approve the letter of engagement with Icenogle Seaver Pogue. Director Dahlkemper seconded the motion.

The following votes were cast on the motion:

Those voting Yes: Dahlkemper, Fifer

Those voting No: Shaff

The Motion was Approved.

C. Selection of Auditor for 2021 Audit

C.1. Letter of Engagement – Fiscal Focus Partners for the 2021 Audit

Mr. Ray reported that this firm was engaged to provide the 2020 audit, they have gained familiarity with the system the Authority uses, and these documents are required by law.

Ms. Seaver amplified Mr. Ray's comments, noting for the Board that the total for the 2021 audit will be \$5,750 plus out of pocket costs which sums are consistent with the market rate for these types of audits.

Director Fifer then moved that Fiscal Focus Partners be selected as auditor for the 2021 audit. Director Dahlkemper seconded the motion.

The following votes were cast on the motion:

Those voting Yes: Dahlkemper, Fifer,

Those voting No: Shaff

The Motion was Approved

D. Set JPPHA Board Meeting Dates for 2024

Director Shaff suggested that by April the withdrawal matter may be settled and asked if the Board could hold off on a January meeting.

Director Dahlkemper asked if the Board would be willing to do a very brief meeting in January to elect officers and to take action on the Interim Executive Director's contract. She also suggested that it be done remotely. The Board members agreed the meeting should be held and should be remote.

Director Shaff asked if an update on the withdrawal could also be on the January agenda and Ms. Seaver indicated it could be added.

Director Shaff thereafter moved to meet remotely on the third Thursday of January at 3:00 p.m., with three agenda items. Director Fifer seconded the motion.

The following votes were cast on the motion:

Those voting Yes: Dahlkemper, Fifer, Shaff

The Motion was Approved.

VII. Report of Executive Director

Jefferson Parkway Public Highway Authority
Board Meeting Minutes
December 21, 2023

Mr. Bill Ray reported on a conversation from an unsolicited conference call from a New York banking and infrastructure firm from Europe inquiring about the Jefferson Parkway and potential concession matters. Mr. Ray reported that the firm is sizable with over 150,000 employees worldwide. He noted he provided the information to the Board so they understood that although the project is at a still point, there remains interest in the Jefferson Parkway among firms in the private investment and infrastructure realm. He said this group brought a perspective not of what things look like today, but what they may look like 5, 10, 15 or 20 years from today.

Director Dahlkemper then took the opportunity to recognize Mr. Ray and she thanked Mr. Ray for his many years of service to the Authority and wished him well in retirement.

VIII. Report of the General Counsel

A. Resolution 23-03 Designating an Official Custodian for Purposes of Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, C.R.S.

Tamara Seaver reviewed the draft resolution with the Board. She reported on changes to the Colorado Open Records Act (CORA) which generated the changes her recommendation to update the current resolution and further noted that the new resolution would name i the Chair of the Authority to be the official custodian and such that the Chair would adopt the new CORA Rules.

Mr. Ray said Clifton Larson Allen is still responsible for the storage of the records. Ms. Dahlkemper asked why the Executive Director wouldn't stay as the custodian. Ms. Seaver responded that she believed CORA required the "Official Custodian" to be an officer or employee of the Authority and noted she would review CORA to confirm.

Director Fifer said he would prefer the Executive Director be the custodian. Director Shaff said he also agrees with Director Fifer.

Ms. Seaver reported that she will review CORA for the statutory issue and report back in January. This will be the 4th item on the January agenda. Director Fifer said if the statute states an "officer", perhaps the Executive Director qualifies as an officer.

IX. Report from the Board of Directors

X. Adjournment at 3:36 p.m.

Jefferson Parkway Public Highway Authority
Board Meeting Minutes
December 21, 2023

Lesley Dahlkemper, Chair

Christine Koch
Recording Secretary

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE JEFFERSON PARKWAY
PUBLIC HIGHWAY AUTHORITY (JPPHA) AND THE CITY OF ARVADA FOR THE
SECONDMENT OF AN ARVADA EMPLOYEE TO JPPHA**

This Secondment Agreement (this "Agreement") is made and entered effective as of the ____ day of _____, 2024, (the "Effective Date") by and between Jefferson Parkway Public Highway Authority ("JPPHA"), and the City of Arvada (the "Employer"), and Bryan Archer ("Employee"). JPPHA, Employee, and Employer are hereinafter referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, JPPHA is a public highway authority and political subdivision of the state created pursuant to C.R.S. §§ 43-4-501, *et seq.*, by the Establishing Contract for the Jefferson Parkway Public Highway Authority dated May 15, 2008; and

WHEREAS, JPPHA exists to finance, construct, operate and maintain the Jefferson Parkway; and

WHEREAS, Employer is a home rule municipal corporation of the State of Colorado; and

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

WHEREAS, the Employer and JPPHA deem it necessary and beneficial that certain personnel currently employed by the Employer be seconded to JPPHA in order for JPPHA to benefit from the experience and expertise provided by those personnel; and

WHEREAS, Employee is currently employed by Employer as the Director of Finance, and will continue to be employed by Employer in the future and during the term of this Agreement; and

WHEREAS, pursuant to the terms and conditions hereinafter set forth, Employer is ready, willing, and able to assign and to second to JPPHA the Employee to serve JPPHA as Interim Executive Director.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the premises and promises, terms and conditions set forth below, it is hereby agreed as follows:

1. **Secondment Period.** The Employer hereby assigns and seconds the Employee to JPPHA on the terms and conditions described herein to serve as the Interim Executive Director of JPPHA. The period of secondment with respect to the Employee shall commence on the Effective Date and shall terminate on December 31, 2024, subject to the earlier termination of this Agreement based on the conditions set out herein (the "Secondment Period"). In the event the Parties determine that they wish to renew the Secondment Period on or before the termination date set forth above, the Secondment Period may be automatically renewed for successive twelve-month periods (each a "Renewal Period") until this Agreement is terminated by written agreement of the Parties or pursuant to the termination provisions set forth in Section 8.

2. **Terms of Secondment.**

- (a) The Employer agrees to provide the Employee's services to JPPHA on a secondment basis, for the duration of the Secondment Period and any Renewal Period, to act in the capacity of Interim Executive Director for JPPHA. As the Interim Executive Director, the Employee shall provide to JPPHA the services described in Exhibit A, attached hereto and incorporated herein by reference (the "Services").
- (b) The Employee will provide the Services for during normal business hours (Mon. – Fri. 8:00 a.m. – 5:00 p.m.). In addition to such hours, the Employee may be required to work at other times as may be necessary for the proper performance of the Services. The Employee will be expected to work at City of Arvada, 8101 Ralston Road, Arvada, CO 80002 and such other locations as may be reasonably required by JPPHA.
- (c) The Employee will report to JPPHA's Board of Directors. The day-to-day direction and supervision of the Employee shall be the exclusive responsibility of JPPHA and its Board of Directors.
- (d) The Employee shall not be deemed to be an employee of JPPHA by virtue of this Agreement. The Employee shall not be entitled to any salary, benefits, or worker's compensation insurance from JPPHA.

3. **Employee's Status.**

- (a) The Employee shall remain an employee of the Employer throughout the Secondment Period and any Renewal Period.
- (b) Unless otherwise agreed to in advance by the Parties, all the terms and conditions that are applicable to Employer's employees generally, and as may, from time to time, be amended or modified, shall apply to Employee. Any variation to the Employee's terms of employment that may affect JPPHA's obligations hereunder, will be negotiated between the Employer and JPPHA, and shall require approval by the Employee, Employer, and JPPHA. Approval may not be unreasonably withheld, delayed, or conditioned the Parties.

4. **Discipline.** All disciplinary matters shall be dealt with by the Employer in accordance with the Employer's normal disciplinary procedures. JPPHA agrees to report to the Employer, at the earliest possible opportunity, any disciplinary issues or grievances raised by or on behalf of the Employee, and all matters which JPPHA believes may require disciplinary action. At all times during the Secondment Period and any Renewal Period, JPPHA will cooperate with Employer as may reasonably be required in the administration of Employer's policies, procedures, and personnel rules with respect to the Employee, in the investigation of any alleged violation by the Employee of Employer's policies, procedures, or personnel rules, and in the administration of discipline. Notwithstanding any provision in this Agreement to the contrary, the Employee is, at all times while on the premises of the Employer subject to Employer's policies, procedures, and personnel

rules, and JPPHA will assist the Employer in facilitating Employee's compliance therewith.

5. **Salary and Benefits.**

- (a) Employer and JPPHA agree that the Employee shall be paid Employee's annual salary as the Director of Finance. There is no additional compensation for performing the additional Services for JPPHA.
- (b) During the Secondment Period and any Renewal Period, the Employer shall be responsible for the payment of the Employee's wages, benefits, workers' compensation insurance, and any allowances, subject to required deductions in accordance with the Employer's policies and all laws applicable to Employer for the performance of the Services.

6. **Leave, Sick or Other Absence.** The Employee will continue to be eligible for leave, holidays and paid time off pursuant to the terms and conditions established by the Employer's policies. Employee will give reasonable advance notice to the Chair of the Board of Directors prior to any extended leave or other time off.

7. **Health and Safety.** During the Secondment Period and any Renewal Period, the Employee shall comply with JPPHA's instructions regarding security, safety, health, and welfare at work.

8. **Termination.**

- (a) Except as otherwise specifically provided herein, either Party may terminate this Agreement upon at least 60 days' notice to the other Party. The Parties may also terminate this Agreement at any time by mutual, written agreement.
- (b) If JPPHA alleges that the Employee has failed to perform the Services or has contravened JPPHA's policies, JPPHA may suspend or terminate this Agreement upon 7 days' notice to Employer. This notice must be in writing and must contain specific information about the circumstances of the allegations. Employer shall be entitled to rely upon JPPHA's statements in such circumstance and shall have no obligation to investigate or otherwise ascertain the factual basis of any allegation. Any allegation made in such circumstance shall be deemed solely that of JPPHA and shall not dictate how Employer may choose to discipline Employee in his capacity as a City of Arvada employee.
- (c) Either Party may terminate this Agreement due to a default or breach by the other Party. Every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default. In the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of 10 days within which to cure said default. In the event the default remains uncorrected thereafter, the Party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity.

9. **Subject to Annual Appropriations.** The Parties do not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The obligations of the Parties contained herein are subject to annual appropriation by their governing bodies of sufficient funds to carry out their respective obligations hereunder.
10. **General Provisions.**
- (a) Special Damages. Under no circumstances shall either Party be liable to the other Party for special, punitive, indirect, or consequential damages arising out of or in connection with this Agreement, including without limitation lost profits, loss of use, or loss of opportunity.
 - (b) Waiver. The waiver by either Party of any breach by the other of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or other term, covenant, or condition.
 - (c) Governing Law. This Agreement shall be governed exclusively by the laws of the State of Colorado.
 - (d) Venue. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for Jefferson County, Colorado.
 - (e) Amendments. This Agreement may be amended at any time by written agreement of the Parties.
 - (f) Compliance with All Laws. The Parties shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement.
 - (g) Notices. All notices which are required, or which may be given under this Agreement shall be effective when delivered in person or mailed via registered or certified mail, postage prepaid and sent to the address set forth on each signature page attached hereto, unless another address is certified to the other Party.
 - (h) Assignment. The Parties may not assign any rights or delegate any duties under this Agreement, whether by assignment, subcontract, or other means. Any such attempted assignment or delegation shall be void and shall constitute a breach of this Agreement.
 - (i) Entire Agreement. This Agreement constitutes the entire agreement between the Parties. There are no understandings or agreements between the Parties other than those set forth in this Agreement. No other statement, representation or promise has been made to induce the Parties to enter into this Agreement.
 - (j) Severability. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision and this Agreement shall be construed in all respects as if such invalid or unenforceable term or

provision was omitted.

- (k) Counterparts; Electronic Signatures. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S. The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.
- (l) No Joint Venture or Partnership. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture or partnership is formed because of this Agreement.
- (m) No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.
- (n) Section Headings. The section headings in this Agreement are inserted for convenience and are not intended to indicate completely or accurately the contents of the sections they introduce and shall have no bearing on the construction of the sections they introduce.
- (o) Governmental Immunity. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. Each Party hereto shall be responsible for its own negligence and that of its agents and employees in the performance of this Agreement. If either Party is given notice of claim or suit against or involving the other arising from the actions to be performed hereunder, it agrees to give the other Party prompt written notice of such claim or suit.

IN WITNESS WHEREOF, the Parties have caused this Intergovernmental Agreement between the Jefferson Parkway Public Highway Authority (JPPHA) and the City of Arvada for the Secondment of an Arvada Employee to JPPHA to be executed on the Effective Date.

JEFFERSON PARKWAY PUBLIC HIGHWAY
AUTHORITY

Chair

BRYAN ARCHER

Director of Finance

CITY OF ARVADA, a Colorado municipal
corporation

Lauren Simpson, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM BY:

Rachel A. Morris, City Attorney

Exhibit A
Description of the Services

The proposed scope of duties for the Executive Director are to provide general management and supervision of the Jefferson Parkway and for all contracted individuals and firms currently engaged in the various aspects of the project. Typical tasks and duties include:

- Providing direction and feedback to Procurement pursuit team.
- Representing the Authority in various outreach efforts to the private sector leading to a concession agreement.
- Directing strategy to legal team engaged with the FAA.
- Working with engineering consultants to complete permitting necessary from CDOT for access permits.
- Preparation of agendas, monitoring expenditures, budget preparation, and other routine aspects of local government.
- Managing citizen engagement process.
- Responding to media inquiries and questions from citizens and various stakeholders.
- Representing the Authority in various local, regional, and national forums.
- Completing the metes and bounds of the parkway ROW through various publicly owned parcels.
- Working and corresponding with outside legal counsel and consultants as may be necessary from time to time.

**RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY**

Resolution No. 24-01

**A Resolution Designating an Official Custodian for Purposes of the Colorado Open
Records Act, Sections 24-72-200.1 *et seq.*, C.R.S.**

At a regular meeting of the Board of Directors of the Jefferson Parkway Public Highway Authority, held at 3:00 P.M., on Thursday, January 18, 2024, via video conference at <https://us06web.zoom.us/j/87528791768?pwd=hsaOvJVWiSy9jt16T7PfsCakizVsa.1> and via telephone conference at Dial-In: 1-719-359-4580, Meeting ID: 875 2879 1768, Passcode: 299085, at which a quorum was present, the following resolution was adopted:

WHEREAS, Jefferson Parkway Public Highway Authority (the “Authority”) is a public highway authority organized and existing pursuant to Sections 43-4-501 *et seq.*, C.R.S.; and

WHEREAS, the Authority is a political subdivision for purposes of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, C.R.S., as may be amended from time to time (“CORA”), as defined in Section 24-72-202(5), C.R.S., and is thus subject to CORA; and

WHEREAS, the Board of Directors of the Authority (the “Board”) via Resolution 11-05 previously designated Bill Ray, Secretary of the Authority as its “Official Custodian,” as that term is defined in Section 24-72-202(2), C.R.S.; and

WHEREAS, the Board wishes to re-designate an “Official Custodian,” in who is responsible for the maintenance, care, and keeping of the Authority’s public records, regardless of whether the records are in his or her actual personal custody and control.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF
JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY AS FOLLOWS:**

1. The Board, by a vote of ___ to ___, hereby designates the Secretary of the Board, which position is currently held by Bryan Archer, but which may be held by other individuals in the future, as the Official Custodian of the Authority’s public records for purposes of CORA. This designation of the individual holding the position of Secretary of the Board as the Official Custodian of the Authority shall continue unless and until the Board amends or repeals this Resolution. Pursuant to Section 24-72-203(1)(a), C.R.S., the Official Custodian may develop rules for the inspection of the Authority’s public records as are reasonably necessary for the protection of such records and for the prevention of unnecessary interference with the regular discharge of the duties of the Custodian or the Custodian’s office.

2. All prior acts, orders, or resolutions, or parts thereof, by the Authority, including Resolution 11-05, as well as practices or policies of the Authority, in conflict with this Resolution, including but not limited to prior or conflicting designations for purposes of CORA, are hereby repealed and superseded by this Resolution.

[Remainder of page intentionally left blank.]

ADOPTED, APPROVED, AND MADE EFFECTIVE the 18th day of JANUARY 2024.

JEFFERSON PARKWAY PUBLIC HIGHWAY
AUTHORITY

By: _____
Its: Chair_____

ATTEST:

By: _____
Its: Secretary_____

JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY

AMENDED AND RESTATED RULES RELATED TO REQUESTS FOR INSPECTION OF PUBLIC RECORDS PURSUANT TO THE COLORADO OPEN RECORDS ACT, SECTIONS 24-72-200.1 *et seq.*, C.R.S.

WHEREAS, the Jefferson Parkway Public Highway Authority (the “Authority”) is a public highway authority operating pursuant to Sections 43-4-501 *et seq.*, C.R.S.; and

WHEREAS, the Authority is a political subdivision for purposes of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, C.R.S., as may be amended from time to time (“CORA”), as defined in Section 24-72-202(5), C.R.S., and is thus subject to CORA; and

WHEREAS, the Authority has designated an “Official Custodian,” as that term is defined in Section 24-72-202(2), C.R.S., who is responsible for the maintenance, care, and keeping of the Authority’s public records, regardless of whether the records are in his or her actual personal custody and control; and

WHEREAS, pursuant to Section 24-72-203(1)(a), C.R.S., the Official Custodian may make such rules with reference to the inspection of public records as are reasonably necessary for the protection of such records and the prevention of unnecessary interference with the regular discharge of the duties of the Custodian (as defined in CORA) and the Custodian’s office; and

WHEREAS, the Official Custodian finds it is necessary and in the best interests of the Authority to adopt certain rules with reference to the inspection of its public records.

NOW, THEREFORE, THE OFFICIAL CUSTODIAN MAKES AND ADOPTS THE FOLLOWING RULES WITH REFERENCE TO THE INSPECTION OF THE JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY’S PUBLIC RECORDS:

1. Inspection of Public Records. All “Public Records” of the Authority, as such term is defined in Section 24-72-202(6), C.R.S., shall be available for public inspection by any person at reasonable times as provided in CORA, except as otherwise provided in CORA or as otherwise provided by law. All requests to inspect Public Records shall be in writing and delivered to the Official Custodian or his or her designee. Upon the receipt of a written request to inspect Public Records, the Official Custodian or his or her designee shall set a date and hour at which time the requested Public Records will be available for inspection, which date and hour of inspection shall be between the hours of 9:00 A.M. and 4:00 P.M., Mountain Standard Time, three (3) working days or less from the date such Public Records were requested for inspection unless extenuating circumstances exist as provided in Section 24-72-203(3)(b), C.R.S. The day the request is received, weekends, and legally recognized holidays shall not count as a working day for the purposes of computing the date set for inspection of Public Records. A modification to a request for Public Records is considered a new request.

2. Notification for Inspecting Public Records Not Under Control of the Official Custodian. If the Public Records requested are not in the custody or control of the Official Custodian, the Official Custodian or his or her designee shall notify the person requesting to inspect such records that said records are not in the custody or control of the Official Custodian. The notification shall state in detail to the best of the Official Custodian's knowledge and belief, the reason for the absence of the records, the location of the records, and what person has custody or controls the records.
3. Notification for Inspecting Public Records in Use or Otherwise Unavailable. If the Public Records requested are in active use, in storage, or otherwise not readily available at the time requested, the Official Custodian or his or her designee shall notify the person requesting to inspect the Public Records of the status of the Public Records. Such notification shall be made in writing if desired by the person requesting to inspect the Public Records.
4. Copies of Public Records. Within the period specified in Section 24-72-203(3), C.R.S., the Official Custodian or his or her designee shall notify the person requesting a copy of the Public Records that a copy of the Public Records is available but will only be sent to the requester once the Official Custodian either receives payment or makes arrangements for receiving payment for all costs associated with records transmission and for all other fees lawfully allowed, regardless of whether provided for herein, unless recovery of all or any portion of such costs or fees has been waived by the Official Custodian. Upon receipt of such payment or making arrangements to receive such payment at a later date, the Official Custodian or his or her designee shall send a copy of the Public Records to the requester as soon as practicable but no more than three (3) working days after receipt of, or making arrangements to receive, such payment.
5. Fees for Copies of Public Records. The Official Custodian or his or her designee shall furnish, for a fee as set forth herein, a copy, printout, or photograph of the Authority's Public Records requested. The fee shall be twenty-five cents (\$0.25) per standard page, or such other maximum amount as authorized by Section 24-72-205(5), C.R.S., for a copy, printout, or photograph of the Public Record except as follows:
 - a. No per-page fee may be charged when the Authority's Public Records are provided in a digital or electronic format;
 - b. When the format is other than a standard page, the fee shall not exceed the actual cost of providing the copy, printout, or photograph;
 - c. If other facilities are necessary to make a copy of the Public Records, the cost of providing the copy at the other facilities shall be paid by the person requesting the copy;
 - d. If the Public Records are a result of computer output other than word processing, the fee for a copy, printout, or photograph thereof may be based on recovery of the actual incremental costs of providing the electronic services and products together

with a reasonable portion of the costs associated with building and maintaining the information system;

- e. If, in response to a specific request, the Authority has performed a manipulation of data so as to generate a record in a form not used by the Authority, a reasonable fee may be charged to the person making the request, which fee shall not exceed the actual costs of manipulating the data and generating the record in accordance with the request; and
 - f. Where the fee for a certified copy or other copy, printout, or photograph of a Public Record is specifically prescribed by law, that specific fee shall apply in lieu of the fee(s) set forth herein.
6. Transmission Fees. In addition to the fees set forth above, where the person requesting the Public Record requests the transmission of a certified copy or other copy, printout, or photograph of a Public Record by United States mail or other non-electronic delivery service, the Official Custodian or his or her designee may charge the costs associated with such transmission, except that no transmission fees may be charged to the records requester for transmitting a Public Record via electronic mail.
7. Research and Retrieval Fees. In addition to the fees set forth above, in accordance with Section 24-72-205(6), C.R.S., the Official Custodian or his or her designee may charge a research and retrieval fee of \$33.58 per hour, or such other maximum hourly fee as may be adjusted from time to time pursuant to Section 24-72-205(6)(b), C.R.S., for time spent by the Authority's directors, employees, agents, and consultants researching, retrieving, gathering, collecting, compiling, preparing, redacting, manipulating, and/or otherwise producing records in order to respond to a request for Public Records. Provided, however, that such research and retrieval fee may not be imposed for the first hour of time expended in connection with such research and retrieval activities related to a request for Public Records, but may be imposed for each subsequent hour.
8. Payment of Fees. All fees associated with production of the Authority's Public Records requested by the person inspecting said Public Records, as set forth above, shall be paid by the person inspecting said Public Records before or contemporaneously with the delivery or inspection of said Public Records. If the Authority allows the public to pay for other services or products provided by the Authority with a credit card or other electronic payment method, the Authority shall allow the person requesting inspection of the Public Records to pay any fees or deposit associated with a record request via a credit card or other electronic payment method. In addition to the fees set forth in Paragraphs 4 through 7 above, the Custodian or his or her designee may also charge any service charge or fee imposed by the processor of a credit card or electronic payment.
9. In Force Until Amended or Repealed. These rules of the Official Custodian shall remain in full force and effect unless and until such time as they are amended or repealed by the Official Custodian regardless of any change in either the individual serving as, or the designation of, the Official Custodian of the Authority.

10. Repealer. These rules of the Official Custodian shall supersede all previous versions of rules, regulations, practices and policies of the Authority related to inspection of Public Records.

[Remainder of page intentionally left blank.]

ADOPTED, APPROVED, AND MADE EFFECTIVE on _____.

By: Bryan Archer
Official Custodian of Public Records
Jefferson Parkway Public Highway Authority