

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB12

ORDINANCE NUMBER: 2022-12

**TITLE: AN ORDINANCE APPROVING THE COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT (REGION 10 - CLEAR CREEK COUNTY, GILPIN COUNTY AND JEFFERSON COUNTY)**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:

Section 1. The Colorado Regional Opioid Intergovernmental Agreement (Region 10 - Clear Creek County, Gilpin County and Jefferson County), attached hereto as **Exhibit A**, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

Section 2. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 25<sup>th</sup> day of May, 2022.

  
David D. Spellman, Mayor

ATTEST:

  
Melissa A. Greiner, CMC, City Clerk



**COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT**

(Region 10 - Clear Creek County, Gilpin County and Jefferson County)

**THIS COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT** (the “Agreement”) is dated \_\_\_\_\_, 2022 (the “Effective Date”) and is by and between the County of Jefferson, State of Colorado (“Jefferson County”), County of Clear Creek, State of Colorado (“Clear Creek County”), County of Gilpin, State of Colorado (“Gilpin County”), City of Arvada, City of Black Hawk, Town of Bow Mar, City of Central City, City of Edgewater, Town of Empire, Town of Georgetown, City of Golden, City of Idaho Springs, City of Lakewood, City of Littleton, Town of Morrison, Town of Mountain View, Town of Silver Plume, Town of Superior, City of Westminster, and City of Wheatridge, each individually herein a “Party” and collectively the “Parties” of the “Participating Local Governments.”

**RECITALS**

A. Communities throughout the state of Colorado are suffering from the epidemic of opioid addiction; this epidemic has not only affected individuals and families across the state, but it has also burdened the local and state governments charged with providing the services needed to address the wave of addiction.

B. Local and state governments across the nation, including in Colorado, have filed lawsuits against opioid manufacturers, distributors, and pharmacies for creating the opioid epidemic.

C. The State of Colorado and numerous local governments within the State of Colorado, each a “Participating Local Government,” executed the Colorado Opioids Summary Memorandum of Understanding in 2021 (the “Colorado MOU”), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado as settlements of the nationwide lawsuits are completed.

D. This Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Agreement shall be construed in conformity with the Colorado MOU, and all Opioid Funds, regardless of allocation, shall be used for Approved Purposes as identified in the Colorado MOU.

E. In accordance with the Colorado MOU, Participating Local Governments shall organize themselves into “Regions,” as further depicted in Exhibit E to the Colorado MOU (the “Colorado Regions”).

F. Clear Creek County, Gilpin County and Jefferson County constitute one of the regions established by the Colorado MOU (the “Region” or “Region 10”).

G. Regions within the State of Colorado are eligible for a direct allocation of Opioid Funds through a Regional Share as detailed in the Colorado MOU.

H. The Colorado MOU also establishes the procedures by which each Colorado Region shall be entitled to Opioid Funds from the Abatement Council and administer its Regional Share allocation.

I. The procedures established by the Colorado MOU include a requirement that each Region shall create its own Regional Council to manage the Opioid Funds.

J. The undersigned Participating Local Governments desire to enter into this Agreement and to detail the procedures for the Parties to establish a Regional Council, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the Colorado MOU.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and agree as follows:

1. **DEFINITIONS.** The defined terms used in this Agreement shall have the same meanings as in the Colorado MOU. Capitalized terms used herein and not otherwise defined within the Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of this Agreement.
2. **OBLIGATIONS OF THE PARTIES.** The Parties shall perform their respective obligations as set forth in this Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU which are incorporated herein by reference. Unless the context clearly requires a distinction between this Agreement and the Colorado MOU, all references to "Agreement" shall include the Colorado MOU.
3. **TERM.** The Agreement will commence on the effective date of the Colorado MOU which is anticipated to be on or about January 2, 2022, and shall expire on the date the last action is taken by the Region, consistent with the terms of the Colorado MOU and any Settlement.
4. **REGIONAL COUNCIL.**
  - 4.1. **Purpose.** In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Parties, shall be created to oversee the procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region's Share of Opioid Funds is administered. The purpose of this Agreement is to establish the Regional Council for Region 10 and to detail the Agreement of the Parties surrounding its operation. A local government that chooses not to become a Participating Local Government in the Colorado MOU shall not receive any Opioid Funds from the Regional Share or participate in the Regional Council.
  - 4.2. **Duties.** The Regional Council is primarily responsible for engaging with the Abatement Council on behalf of Region 10 and following the procedures outlined in the

Colorado MOU for requesting Opioid Funds from the Regional Share, which shall include developing two-year plans, amending those plans as appropriate, and providing the Abatement Council with data through its fiscal agent regarding Opioid Fund expenditures. Upon request from the Abatement Council, the Regional Council may also be subject to an accounting from the Abatement Council.

**4.3. Membership.** The Parties agree that the Region 10 Regional Council shall consist of three (3) County Members, three (3) rotating City Members, three (3) public health representatives, three (3) human service department representatives, three (3) law enforcement representative and one (1) court system representative along with the non-voting members all as more particularly described below shall be referred to herein as the “Regional Council Members” or “Regional Council.” **Note: All voting members of the Regional Council MUST be an employee of one of the Participating Local Governments as set forth in the Colorado MOU or governmental representatives or elected officials as set forth in the Colorado Attorney General’s Interpretation of Section F5(a) of the Colorado Opioids Settlement Memorandum of Understanding dated January 18, 2022, or such other interpretations as may be issued by the Colorado Attorney General’s Office from time to time.** The Parties may interpret this Agreement such that it is consistent with opinions or positions of the Office of the Colorado Attorney General without revisions to the Agreement.

#### **4.3.1. County Voting Members.**

**4.3.1.1. County Voting Member Designation.** Each of the three counties in the Region, Clear Creek County, Gilpin County and Jefferson County, shall appoint one (1) County Voting Member to the Regional Council (collectively, the “County Members” or the “County Voting Members”). The County Voting Member for each county may be a current elected County Commissioner or a senior member of staff with decision making authority for such Participating Local Government at such Parties’ discretion, and be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment. Each county shall provide written notice of the name and contact information of its appointment to the Regional Fiscal Agent as described below.

**4.3.1.2. Alternate County Voting Member.** Each county shall be entitled to appoint one alternate representative to serve on the Regional Council in the absence of the designated County Voting Member described above (the “Alternate County Voting Member”).

**4.3.1.3. County Voting Member Term.** There shall be no restriction on the term of a County Voting Member or Alternate County Voting Member. Each county shall appoint such County Voting Member and Alternate County Voting Member as such jurisdiction sees fit who shall serve until a successor is duly appointed as established by such county’s policies and procedures. Any changes in the County Voting Member or

Alternate County Voting Member shall be communicated promptly to the Regional Fiscal Agent.

**4.3.1.4. County Voting Member Removal.** A county may, in its sole discretion, remove its appointed County Voting Member or Alternate County Voting Member from the Regional Council at any time and appoint a successor thereto by providing written notice to the Regional Fiscal Agent.

**4.3.2. City Voting Members.**

**4.3.2.1. City Voting Member Designation.** Each of the three counties in the Region, Clear Creek County, Gilpin County and Jefferson County, shall appoint one (1) city, town or municipality voting member to the Regional Council (collectively, the “City Voting Members”) from among the cities, towns or municipalities that are Participating Local Governments within each jurisdiction. The City Voting Member for each jurisdiction may be an elected official, city/town manager or a senior member of city/town staff with decision making authority for such Participating Local Government, and be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment. Each county shall provide written notice of the name and contact information of its appointment to the Regional Fiscal Agent as described below.

**4.3.2.2. Alternate City Voting Member.** Each of the three counties in the Region, Clear Creek County, Gilpin County and Jefferson County, shall also appoint one alternate representative to serve on the Regional Council in the absence of the designated City Voting Member described above (the “Alternate City Voting Member”). For simplicity with the rotating the City Voting Members, the parties should select an Alternate City Voting Member from the same Participating Local Government as the City Voting Member; provided however, the Alternate City Voting Member does not have to be from the same Participating Local Government.

**4.3.2.3. City Voting Member Term.** Any City Voting Member shall serve a term of two (2) years from the date of appointment. It is the intent of the Parties that the City Voting Members shall be a rotating member and a new city, town or municipality within each county shall be designated every two years; however, if no city, town or municipality member of the Participating Local Governments volunteers or desires to be on the Regional Council, there is no requirement that the City Voting Member rotate and each county shall appoint the City Voting Member they deem most appropriate for the position. Any changes in the City

Voting Member or Alternate City Voting Member shall be communicated promptly to the Regional Fiscal Agent.

**4.3.2.4. Removal.** Each county may remove its designated City Voting Member at any time. If so removed, the county shall appoint a replacement representative to fill the remainder of the removed City Voting Member's term. Fulfilling an incomplete term is not considered part of the two-year term. Written notice of the removal and election should be provided to the Regional Fiscal Agent and the Regional Fiscal Agent will assist with the election process.

#### **4.3.3. Public Health Voting Members.**

**4.3.3.1. Public Health Voting Member Designation.** Each of the three counties in the Region, Clear Creek County, Gilpin County and Jefferson County, shall appoint one (1) Public Health Voting Member to the Regional Council (collectively, the "Public Health Voting Members") from among the Participating Local Governments within each jurisdiction. The Public Health Voting Member for each county should be a member of the public health department staff with decision making authority for such Participating Local Government with relevant public health experience, and be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment. Each county shall provide written notice of the name and contact information of its appointment to the Regional Fiscal Agent as described below.

**4.3.3.2. Alternate Public Health Voting Member.** Each county shall be entitled to appoint one alternate representative to serve on the Regional Council in the absence of the designated Public Health Voting Member described above (the "Alternate Public Health Voting Member"). The Alternate Public Health Voting Member shall be a member of the public health department staff of the Participating Local Government, and shall be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment.

**4.3.3.3. Public Health Voting Member Term.** There shall be no restriction on the term of a Public Health Voting Member or Alternate Public Health Voting Member. Any changes in the Public Health Voting Member or Alternate Public Health Voting Member shall be communicated promptly to the Regional Fiscal Agent.

**4.3.3.4. Public Health Voting Member Removal.** A county may, in its sole discretion, remove its appointed Public Health Voting Member or Alternate Public Health Voting Member from the Regional Council at any time and appoint a successor thereto by providing written notice to the Regional Fiscal Agent.

#### **4.3.4. Human Services Voting Members.**

**4.3.4.1. Human Services Voting Member Designation.** Each of the three counties in the Region, Clear Creek County, Gilpin County and Jefferson County, shall appoint one (1) Human Services Voting Member to the Regional Council (collectively, the “Human Services Voting Members”) from among the Participating Local Governments within each jurisdiction. The Human Services Voting Member for each county should be a city/town/county manager or a senior member of staff within the human services department with decision making authority for such Participating Local Government with relevant human services experience, and shall be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment. Each county shall provide written notice of the name and contact information of its appointment to the Regional Fiscal Agent as described below.

**4.3.4.2. Alternate Human Services Voting Member.** Each county shall be entitled to appoint one alternate representative to serve on the Regional Council in the absence of the designated Human Services Voting Member described above (the “Alternate Human Services Voting Member”). The Alternate Human Services Voting Member shall be a member of the human services department of the Participating Local Government, and shall be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment.

**4.3.4.3. Human Services Voting Member Term.** There shall be no restriction on the term of a Human Services Voting Member or Alternate Human Services Voting Member. Any changes in the Human Services Voting Member or Alternate Human Services Voting Member shall be communicated promptly to the Regional Fiscal Agent.

**4.3.4.4. Human Services Voting Member Removal.** A county may, in its sole discretion, remove its appointed Human Services Voting Member or Alternate Human Services Voting Member from the Regional Council at any time and appoint a successor thereto by providing written notice to the Regional Fiscal Agent.

#### **4.3.5. Law Enforcement Voting Member.**

**4.3.5.1. Law Enforcement Voting Member Designation.** Each of the three counties in the Region, Clear Creek County, Gilpin County and Jefferson County, shall appoint one (1) Law Enforcement Voting Member to the Regional Council (collectively, the “Law Enforcement Voting Members”) from among the Participating Local Governments experience within each jurisdiction. The Law Enforcement Voting Member may be an

elected official, city/town/county manager or a senior member of staff with decision making authority for such Participating Local Government with relevant law enforcement experience and may include the sheriff, police, district attorney or other law enforcement officials consistent with the Colorado MOU and the Colorado Attorney General's interpretation of the Colorado MOU as stated in Section 4.3 above. Such party shall be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment. Each county shall provide written notice of the name and contact information of its appointment to the Regional Fiscal Agent as described below.

**4.3.5.2. Alternate Law Enforcement Voting Member.** Each county shall be entitled to appoint one alternate representative to serve on the Regional Council in the absence of the designated Law Enforcement Voting Member described above (the "Alternate Law Enforcement Voting Member"). The Alternate Law Enforcement Voting Member shall be an employee of a Participating Local Government or governmental representative consistent with the terms of the Colorado MOU, and be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment.

**4.3.5.3. Law Enforcement Voting Member Term.** Any Law Enforcement Voting Members shall serve a term of two (2) years from the date of appointment. It is the intent of the Parties that the Law Enforcement Voting Member shall be a rotating member and a new representative within each county shall be designated every two years; however, if no law enforcement members of Participating Local Governments volunteer or desire to be on the Regional Council, there is no requirement that the Law Enforcement Voting Member rotate and each county shall appoint the Law Enforcement Voting Member they deem most appropriate for the position. Any changes in the Law Enforcement Voting Member or Alternate Law Enforcement Voting Member shall be communicated promptly to the Regional Fiscal Agent.

#### **4.3.6. Court System Voting Member.**

**4.3.6.1. Court System Voting Member Designation.** Each of the then acting County Members shall nominate an individual, as provided in this Section 4.3.6, from the courts system within each county to act as the "Court System Voting Member." The Court System Voting Member may include the judges, magistrates, or other court system officials; provided, that, such voting member must be an employee of a Participating Local Government or a governmental representative as required by the Colorado MOU and the Colorado Attorney General's interpretation of the Colorado MOU as stated in Section 4.3 above. The party shall be qualified, willing, and able to assume and perform the duties and responsibilities required of



the appointment. The current County Members shall unanimously approve the appointment of the Court System Voting Member as provided in this Section 4.3.6. The County Members shall provide information of its appointment of the Court System Voting Member to the Regional Fiscal Agent as described below.

**4.3.6.2. Alternate Court System Voting Member.** The County Members shall be entitled to nominate and appoint one alternate representative to serve on the Regional Council in the absence of the designated County System Voting Member described above (the “Alternate Court System Voting Member”). The Alternate Court System Voting Member shall be an employee of a Participating Local Government or a governmental representative as required by the Colorado MOU and the Colorado Attorney General’s interpretation of the Colorado MOU as stated in Section 4.3 above, and be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment.

**4.3.6.3. Court System Voting Member Term and Voting.** Any Court System Voting Members shall serve a term of two (2) years from the date of appointment or until a successor is duly elected. The County Members shall vote every two years to determine whether the Court System Voting Member shall continue as appointed or if the parties desire to appoint a different representative to the position. All of the County Members shall agree upon any appointment to the Court System Voting Member. Any changes in the Court System Voting Member or Alternate Court System Voting Member shall be communicated promptly to the Regional Fiscal Agent.

**4.3.6.4. Court System Voting Member Removal.** The County Members may, in their sole discretion, remove their appointed Court System Voting Member or Alternate Court System Voting Member from the Regional Council at any time by a unanimous vote and appoint a successor thereto by providing written notice to the Regional Fiscal Agent.

**4.3.7. Non-Voting Members.** Non-voting members shall serve in an advisory capacity to the Regional Council. Any non-voting members shall be appointed by the Voting Members of the Regional Council as provided herein (“Non-Voting Members”) and shall be comprised of the following:

- Representatives from behavioral health providers;
- Representatives from health care providers;
- Recovery/treatment experts;
- Other Participating Local Government representatives;
- A representative from the Attorney General’s Office; and
- Community representative(s), preferably those with lived experience with the opioid crisis.

Non-Voting Members will be provided an opportunity to participate in the Regional Council as set forth herein without executing this Agreement or any amendment thereto. The Regional Council will use reasonable efforts to avoid appointing providers who receive, or may receive, Opioid Funds as Non-Voting Members; however, if a provider does receive Opioid Funds and participates as a Non-Voting Member such conflict of interest shall be disclosed at *each* meeting. Further the Regional Council will use reasonable efforts to maintain a diversity and equitable distribution of Non-Voting Members from across all three jurisdictions which reflects the populations and composition of the counties within the Region. For purposes of this Agreement, there may be some non-discretionary Non-Voting Members and some discretionary Non-Voting Members as defined below.

**4.3.7.1. Discretionary Non-Voting Members.**

**4.3.7.1.1. Discretionary Non-Voting Members**

**Designation.** The Voting Members of the Regional Council shall nominate potential parties to serve as advisors to the Regional Council. The party shall be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment. The parties shall confirm a nominee's willingness to participate on the Regional Council and at a regularly called meeting of the Regional Council vote on the appointment of the Discretionary Non-Voting Members. The selected Discretionary Non-Voting Members shall provide written notice of the name and contact information of its appointment to the Regional Fiscal Agent.

**4.3.7.1.2. Discretionary Non-Voting Member Term.** Any Discretionary Non-Voting Members shall serve a term of two (2) years from the date of election or until a successor is duly elected. Discretionary Non-Voting Member shall serve at the pleasure of the Regional Council and there is no limit on the number of terms that a Discretionary Non-Voting Member may serve. Any changes in the Discretionary Non-Voting Member status shall be communicated promptly to the Regional Fiscal Agent.

**4.3.7.1.3. Removal.** The Voting Members of the Regional Council may, by super majority approval, remove a Discretionary Non-Voting Member at any time.

**4.3.7.2. Non-Discretionary Non-Voting Members.**

**4.3.7.2.1. Non-Discretionary Non-Voting Members**

**Designation.** In order to provide an incentive for additional parties to enter into the Colorado MOU and join the nationwide settlements, it may be necessary to appoint Non-Discretionary

Non-Voting Members to the Regional Council. If a school district of any size or a fire district covering a population of 25,000 or greater within the Region executes the Colorado MOU and provides notice to the Regional Council of such party's desire to exercise their rights to a Non-Discretionary Non-Voting Membership on the Regional Council, then the County Member from the county in which such party is organized shall appoint a representative from such school district or fire district as a Non-Discretionary Non-Voting Member to the Regional Council. The other Members of the Regional Council shall not object to the appointment of Non-Discretionary Non-Voting Members so long as such entity has executed the Colorado MOU and the nationwide settlements as required by Participating Local Governments. The selected Non-Discretionary Non-Voting Members shall provide written notice of the name and contact information of its appointment to the Regional Fiscal Agent.

**4.3.7.2.2. Non-Discretionary Non-Voting Member Term.** Any Non-Discretionary Non-Voting Members shall serve until a successor is duly appointed. Non-Discretionary Non-Voting Member shall serve at the pleasure of the underlying school district or large fire district provided that the County Member shall make the formal appointment to the Regional Council after consultation with such school district or large fire district, and there is no limit on the number of terms that a Non-Discretionary Non-Voting Member may serve. Any changes in the Non-Discretionary Non-Voting Member status shall be communicated promptly to the Regional Fiscal Agent.

**4.3.7.2.3. Removal.** The County Members of the Regional Council may, by super majority approval, remove a Non-Voting Member at any time and the underlying school district or large fire district will be required to nominate a different individual for appointment as a Non-Discretionary Non-Voting Member.

**4.3.8. Regional Council Member Commitments.** Regional Council Voting Members and Non-Voting Members are expected to attend all regular and special meetings of the Regional Council unless formally excused from the meeting. If a Member does not attend at least 75%, excluding excused absences, of the duly called meetings of the Regional Council in a calendar year, such Member, Voting or Non-Voting, may be removed and each county, the County Members, or the Regional Council, as applicable, may appoint a new Voting or Alternate Voting Member to the position who can meet the above commitments.

**4.4. Powers and Governance.** Except as otherwise provided herein, the Regional Council, acting by and through the Voting Members, shall possess all of the powers, privileges, and duties set forth in the Bylaws. The Bylaws as attached hereto as Exhibit A shall be the official Bylaws of the Regional Council as of the Effective Date until such time as the Bylaws are amended as provided therein. Any governing documents must be consistent with the other provisions in this Agreement and the Colorado MOU.

**4.5. Authority.** The terms of the Colorado MOU control the authority of a Regional Council and a Regional Council shall not stray outside the bounds of the authority and power vested by the Colorado MOU. Should a Regional Council require legal assistance in determining its authority, it may seek guidance from the legal counsel of the Regional Council's Fiscal Agent at the time the issue arises; provided, that, if there is a conflict among the parties, legal counsel for the Regional Council's Fiscal Agent may recommend separate legal counsel for the parties.

**4.6. Collaboration.** The Regional Council shall facilitate collaboration between the Colorado Attorney's General's Office, Participating Local Governments within its Region, the Abatement Council, and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

**4.7. Transparency.** The Regional Council shall operate with all reasonable transparency and abide by all Colorado laws relating to open records and meetings. To the extent the Abatement Council requests outcome-related data from the Regional Council, the Regional Council shall provide such data in an effort to determine best methods for abating the opioid crisis in Colorado.

**4.8. Conflicts of Interest and Ethics.** Members of the Regional Council shall abide by the ethics laws and conflict-of-interest rules applicable to local government officials under local and state law.

**4.9. Decision Making.** The Regional Council shall seek to make all decisions by consensus. In making decisions the Regional Council shall consider equity, which includes division of Opioid Funds in accordance with both populations of each county geographic region, the degree of impact of the opioid crisis in each geographic region, and economies of scale that may be achieved by consolidating resources. In the event consensus cannot be achieved, the Regional Council shall make decisions by a super majority vote of its Voting Members. For purposes of this Agreement, super majority vote shall have the meaning set forth in the Bylaws.

**4.10. Compensation.** Members of the Regional Council shall not receive compensation for their services. Individual Participating Local Governments may provide for reimbursement of a participant's reasonable and necessary expenses incurred on behalf of, and authorized by, the Regional Council to the extent permitted by law.

## **5. REGIONAL FISCAL AGENT.**

**5.1. Purpose.** According to the Colorado MOU, the Regional Council must designate a fiscal agent for the Region prior to the Region receiving any Opioid Funds from the Regional Share. All funds from the Regional Share shall be distributed to the Regional Council's fiscal agent for the benefit of the entire Region.

**5.2. Designation.** The Parties to this Agreement hereby designate Jefferson County as the fiscal agent for the Region (the "Regional Fiscal Agent").

**5.3. Duties.** Jefferson County, as the Regional Fiscal Agent, shall receive, deposit, and make available Opioid Funds distributed from the Abatement Council and provide expenditure reporting data to the Abatement Council on an annual basis. In addition, the Regional Fiscal Agent shall perform certain recordkeeping duties outlined below.

**5.3.1. Opioid Funds.** The Regional Fiscal Agent shall receive all Opioid Funds as distributed by the Abatement Council. The Opioid Funds shall be segregated from other funds held by the Regional Fiscal Agent, which may be accomplished by creating a separate fund or account to hold the proceeds or as otherwise required by the Colorado MOU. Upon direction by the Regional Council, the Regional Fiscal Agent shall make any such Opioid Funds available to the Regional Council or their authorized designees. At this time, the LG shares will not be pooled and shall remain separate or as directed by each Participating Local Government in accordance with the terms of the Colorado MOU. Any individual Participating Local Government may elect to include its LG shares with the Regional Council's Opioid Funds by making such election to the Regional Fiscal Agent and notifying the Abatement Council as necessary. Such election to pool its LG shares shall be applicable until such election is withdrawn by written notice to the Regional Fiscal Agent and the Abatement Council. Once LG shares are pooled with the Opioid Funds for the Region, they will not be separated and will be distributed constituent with the direction of the Regional Council as with all of the Opioid Funds. Notices to withdraw the pooling election will only be applicable for funds received after the withdrawal notice has been submitted and will not be retroactive.

**5.3.2. Reporting.** On an annual basis, as determined by the Abatement Council, the Regional Fiscal Agent shall provide to the Abatement Council with the Regional Council's expenditure data from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its two-year plan.

**5.3.3. Recordkeeping.** The Regional Fiscal Agent shall maintain necessary records with regard the Regional Council's meetings, decisions, plans, and expenditure data.

**5.4. Authority.** The Regional Fiscal Agent serves at the direction of the Regional Council and in service to the entire Region. The terms of the Colorado MOU control the authority of a Regional Council, and by extension, the Regional Fiscal Agent.

**5.5. Principal Office.** The principal office of the Regional Council shall be the Regional Fiscal Agent's address at the Jefferson County Finance Office, 100 Jefferson County Parkway, Suite 4550 Golden, CO 80419. Written notice of any change in the location of the Regional Council's principal office shall be provided in advance to all of the Participating Local Governments and the Abatement Council.

**6. REGIONAL TWO-YEAR PLAN.**

**6.1. Requirements.** In accordance with the Colorado MOU, as part of a Regional Council's request to the Abatement Council for Opioid Funds from its Regional Share, the Regional Council must submit a two-year plan identifying the Approved Purposes for which the requested funds will be used.

**6.2. Development of Two-Year Plan.** In developing a two-year plan, the Regional Council shall solicit recommendations and information from all Parties and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado. At its discretion, a Regional Council may seek assistance from the Abatement Council for purposes of developing a two-year plan.

**6.3. Amendment.** At any point, a Regional Council's two-year plan may be amended so long as such amendments comply with the terms of the Colorado MOU and any Settlement.

**7. ABATEMENT COUNCIL REGIONAL SHARE AMOUNT.** If the Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. However, the failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.

**8. LIABILITY AND GOVERNMENTAL IMMUNITY.**

**8.1. Liability of Participating Local Governments.** The Regional Council shall be responsible for directing the actions within the Region. The liability of the Regional Council is limited to the available funds of the Regional Share. The Parties acknowledge and agree that the Participating Local Governments, rather than the Regional Council, shall be the parties contracting for services for Approved Purposes pursuant to the then-current two-year plan. The Regional Council will provide the funding for the Approved Purposes and direct that funding to the appropriate Participating Local Government for implementation. For purposes of clarity, the Regional Council described herein shall not constitute a separate legal entity.

**8.2. Indemnification.** To the extent permitted by law, each Participating Local Government and each Non-Voting Member entity shall defend and indemnify its Members, officers, and agents in connection with any claim or actual or threatened suit, action, proceeding in which such Member may be involved in its official capacity by reason of being or having been such a Member, officer, or agent, or by reason of any action or omission by such Member or participant of the Regional Council, and shall pay any judgment resulting therefrom. Such indemnification and duty to defend shall be further subject to and limited by the resources of the Participating Local Government or Non-Voting Member entity available for such purposes, including available insurance coverage. Each Parties' obligations to defend and indemnify its Members, officers, and employees shall be in accordance with and subject to the limitations of the Colorado Governmental Immunity Act, Sections 24-10-101 et seq., C.R.S.

**8.3. Insurance.** Each Participating Local Government shall maintain insurance or self-insure with respect to its affairs and employees against such casualties and contingencies of such types and in such amounts as such Party may determine from time to time, in its discretion.

**8.4. Governmental Immunities.**

**8.4.1.** The Parties hereto intend that nothing herein shall be deemed or construed as a waiver by any Party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (Section 24-10-101, C.R.S., et seq.) as now or hereafter amended or otherwise available at law or equity.

**8.4.2.** The Parties agree that in the event any claim or suit is brought against any Parties by any third party as a result of the operation of this Agreement, all Parties will cooperate with each other, and with the insuring entities of all applicable Parties, in defending such claim or suit.

**9. TERMINATION.** The Parties enter into this Agreement to serve the public interest. If this Agreement ceases to further the public interest, a Party, in its discretion, may terminate its participation in the Agreement, in whole or in part, upon written notice to the other Parties.

**10. GOVERNING LAW; VENUE.** This Agreement shall be governed by the laws of the State of Colorado. Venue and jurisdiction for any dispute arising hereunder shall lie with the District Court of Jefferson County.

**11. NOTICES.** The contact information for each Party's notice representative is designated on the signature page and such person shall be the point of contact for coordination with respect to this Agreement. "Key Notices" under this Agreement are notices regarding default, disputes, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly

reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. For Key Notices, the Parties will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Parties that are not Key Notices may be done via electronic transmission. The Parties agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Agreement, and Key Notices shall be given to the Parties at the address as indicated on the signature page for the Participating Local Government.

- 12. INFORMATIONAL OBLIGATIONS.** Each Party hereto will meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the Parties hereunder.

**13. GENERAL TERMS AND CONDITIONS**

**13.1. Independent Entities.** The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

**13.2. Assignment.** This Agreement shall not be assigned by any Party without the prior written consent of all Parties. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement.

**13.3. Integration and Amendment.** This Agreement represents the entire agreement between the Parties and terminates any oral or collateral agreement or understandings. This Agreement may be amended only by a writing signed by a super majority (75%) of the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Agreement shall continue in full force and effect.

**13.4. No Construction Against Drafting Party.** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.

**13.5. Captions and References.** The captions and headings in this Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.



**13.6. Statutes, Regulations, and Other Authority.** Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.

**13.7. Compliance with the Laws.** The Parties shall observe and comply with all applicable laws, including but not limited to federal, state, and local laws, regulations, rules, or ordinances that affect those employed or engaged by it with respect to this Agreement.

**13.8. Conflict of Interest.** No Party shall knowingly perform any act that would conflict in any manner with said Party's obligations hereunder. Each Party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.

**13.9. Inurement.** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

**13.10. Survival.** Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.

**13.11. Waiver of Rights and Remedies.** This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

**13.12. No Third-Party Beneficiaries.** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

**13.13. Records Retention.** The Parties shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the requesting Parties upon request.

**13.14. Execution by Counterparts; Electronic Signatures and Records.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* 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, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**13.15. Authority to Execute.** Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written, the Effective Date of this Agreement.

CLEAR CREEK COUNTY, COLORADO

By: \_\_\_\_\_  
Sean C. Wood, Chairman  
Board of County Commissioners

Approved as to Form:

ATTEST:

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Clerk to the Board

Notice Contact Information:

Clear Creek County  
Attn: Brian D. Bosshardt, County Manager  
PO Box 2000  
Georgetown, CO 80444  
Phone: 303-679-2490  
Email: [bbosshardt@clearcreekcounty.us](mailto:bbosshardt@clearcreekcounty.us)

With a copy to:

Peter A. Lichtman, County Attorney  
PO Box 2000  
Georgetown, CO 80444  
Phone: 303-679-2454  
Email: [plichtman@clearcreekcounty.us](mailto:plichtman@clearcreekcounty.us)

**GILPIN COUNTY, COLORADO**

By and through its Board of County Commissioners

By: \_\_\_\_\_  
Sandy Hollingsworth, Chair  
Board of County Commissioners

Approved as to Form:

ATTEST:

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Clerk to the Board

Notice Contact Information:

Gilpin County  
Attn: Ray Rears, County Manager  
PO Box 366 (Mail)  
203 Eureka St. (Delivery)  
Gilpin County, CO 80427  
Phone: 303-582-5214 ext. 2600  
Email: [rrears@gilpincounty.org](mailto:rrears@gilpincounty.org)

With a copy to:

Bradford R. Benning, County Attorney  
PO Box 366 (Mail)  
203 Eureka St. (Delivery)  
Gilpin County, CO 80427  
Phone: 303-515-4377  
Email: [rrears@gilpincounty.org](mailto:rrears@gilpincounty.org)

**COUNTY OF JEFFERSON**

By: \_\_\_\_\_  
Lesley Dahlkemper, Chair  
Board of County Commissioners

Notice Contact Information:

Jefferson County  
Attn: Board of County Commissioners  
100 Jefferson County Parkway, Suite 5000  
Golden, CO 80419  
Phone: (303) 271-8525  
Email: [commish@jeffco.us](mailto:commish@jeffco.us)

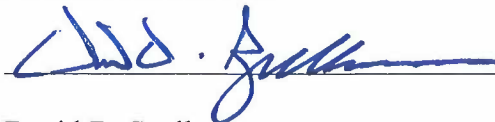
with copy to:

Jefferson County Attorney's Office  
100 Jefferson County Parkway, Suite 5500  
Golden, CO 80419  
Phone: (303) 271- 8900  
Email: [CAOcontracts@jeffco.us](mailto:CAOcontracts@jeffco.us)

Approved as to Form:

\_\_\_\_\_  
County Attorney

**CITY OF BLACK HAWK**



By: David D. Spellman  
Mayor

Notice Contact Information:

Corey Y. Hoffmann, City Attorney  
Hoffmann, Parker, Wilson & Carberry, P.C.  
511 Sixteenth Street, Suite 610  
Denver, Colorado 80202  
Phone: 303-825-6444  
Email: cyh@hpwclaw.com

Approved as to Form:

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Corey Y. Hoffmann  
City Attorney

**Exhibit A**

**Bylaws of Regional Council – Region 10**

(See attached)

**BYLAWS OF THE  
REGION 10 – OPIOID REGIONAL COUNCIL**

**ARTICLE I  
PURPOSE**

**1.1 Purpose.** In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Participating Local Governments, shall be created to oversee the procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region's Share of Opioid Funds are administered. The Participating Local Governments entered into a Colorado Regional Intergovernmental Agreement dated \_\_\_\_, 2022 (the "Agreement"), to establish the Regional Council for Region 10 and to detail the Agreement of the Parties surrounding its operation. The purposes of these bylaws is to further detail the operation of the Regional Council in accordance with the terms of the Agreement and the Colorado MOU. Capitalized terms not otherwise set forth herein shall have the meaning ascribed to them in the Agreement.

**ARTICLE II  
OFFICES**

**2.1 Principal Office.** The principal office of the Regional Council shall be located at the Jefferson County Board of County Commissioner's Office, 100 Jefferson County Parkway, Suite 5000, CO 80419. Written notice of any change in the location of the Regional Council's principal office shall be provided in advance to all Participating Local Governments as set forth in the Agreement.

**ARTICLE III  
REGIONAL COUNCIL MEMBERSHIP**

**3.1 Regional Council Membership.** The Participating Local Governments as set forth in the Agreement shall select the composition of the Regional Council as set forth in the Agreement.

**ARTICLE IV  
OFFICERS**

**4.1 Presiding Officers.** At the first Regional Council meeting of each calendar year, or such other date as mutually agreed upon by the Regional Council, the Regional Council shall elect by a Majority Vote (as defined in Section 7.2 below) from the Regional Council Voting Members a Chair and Vice-Chair who shall be the presiding officers at Regional Council meetings (the "**Presiding Officer(s)**"). Only those persons who have signified their consent to serve if elected may be nominated or elected to hold office. If the Chair or Vice-Chair elects not to preside over a meeting or particular matter, a Majority Vote of the Regional Council present shall then elect a temporary chair who shall be the Presiding Officer for that particular meeting or particular matter only, as the case may be.



**4.2 Term.** The term of office for the Presiding Officers is one (1) year from the date of election; however, no Presiding Officer shall serve more than four (4) consecutive one-year terms. Each Presiding Officer shall hold office until their successor is duly elected or until such Presiding Officer's death, incapacity, resignation, or removal.

**4.3 Resignation and Removal.** A Presiding Officer may resign at any time by giving written notice to the Regional Council and the Regional Fiscal Agent and it shall be effective as of the date stated in the resignation. Any Presiding Officer may be removed with or without cause at any meeting of the Regional Council by Super Majority Vote (as defined in Section 7.2 below) of the Regional Council, provided that the agenda for such meeting lists officer removal as an agenda item. Resignation or removal shall terminate all authority of the officer. An officer of the Regional Council may be removed from the Regional Council for cause. "Cause" is defined to include failure to fully disclose conflicts of interest, misuse of confidential information, missing three consecutive Regional Council meetings, obstructive and other behavior not furthering the Regional Council's purpose, or upon removal from the Regional Council by the appropriate appointing organization.

**4.4 Presiding Officer Vacancies.** If the office of Chair should become vacant during the term of office, the Vice-Chair shall assume the duties of Chair. Should the office of Vice-Chair become vacant, a special election shall be held as soon as possible following the announcement of the vacancy. Nominations from the floor by members of the Regional Council during the election meeting shall be permissible.

**4.5 Authority and Duties of the Chair and Vice-Chair.** It shall be the responsibility of the Chair to preside at all meetings of the Regional Council, execute documents of behalf of the Regional Council, ensure that all orders and resolutions of the Regional Council are carried into effect, make appointments to committees, and be the primary liaison between the Regional Council and the Regional Fiscal Agent. The Vice-Chair shall perform the duties of the Chair during the Chair's absence. The Presiding Officers of the Regional Council shall have the authority and exercise the powers and perform the duties as specified herein and as may be additionally specified by the Regional Council, or these Bylaws, and as may be required by law.

**4.6 Duties of the Secretary.** The Regional Council intends to hire a third-party consultant to perform the duties generally handled by a secretary.

**4.7 Regional Fiscal Agent.** Jefferson County shall be the fiscal agent for the Regional Council which shall include, but is not limited to, keeping full and accurate accounts of all receipts and disbursements of the Regional Council, depositing all moneys as may be designated by the Regional Council, disbursing the Opioid Funds as ordered by the Regional Council, preparing and recommending a two-year operating budget to the Regional Council by such date as established by the Regional Council consistent with the then-current two-year plan adopted by the Regional Council, and performing all other duties as may from time to time be assigned by the Regional Council or as may be required by these Bylaws or the Regional Council.

**ARTICLE V**  
**WRITTEN INSTRUMENTS AND CHECKS**

**5.1 Written Instruments.** The Regional Council may authorize any officer(s) or agent(s) to deliver any instrument in the name of and on behalf of the Regional Council or instructions for the disbursement of funds from a QFS account in accordance with the Colorado MOU, and such authority may be general or confined to specific instances. The Chair, and Vice-Chair in the absence of the Chair, shall have general authority to execute actions in the name of the Regional Council, provided such item was properly approved by the Regional Council and with the understanding that the Regional Council is not a separate legal entity.

**5.2 Checks.** All checks or demands for money and notes of the Regional Council shall be signed by two (2) officers or such other person or persons as the Regional Council may from time to time designate.

**ARTICLE VI**  
**MEETINGS**

**6.1 Regular Meetings.** Regular meetings of the Regional Council shall be held quarterly or at such other regular intervals and at such time and place as determined by the Regional Council. The Regional Council may provide by resolution the time and place within the State of Colorado for the holding of regular meetings. In the absence of any such meeting designation, meetings shall be held at the principal office of the Regional Council.

**6.2 Special Meetings.** Special meetings of the Regional Council for any purpose(s) may be called at any time by the Chair, by formal resolution of the Regional Council, or informally by an electronic mail notification to the Regional Council Voting Members so long as a quorum of the Voting Members consent to the time of the special meeting.

**6.3 Electronic/Virtual Meetings.** Members of the Regional Council or any committee thereof may participate in a meeting of the Regional Council or committee by means of telephone conference, electronic meeting platform such as Zoom, WebEx or Teams, or similar communications equipment by which all persons participating in the meeting can hear one another at the same time. Such participation shall constitute presence in person at the meeting, no matter where such person is actually located. The Regional Council shall use best efforts to refrain from holding any meetings solely via electronic mail, although such meetings shall be permitted if the Colorado Open Meetings Laws are followed with respect to such meeting.

**6.4 Notice of Meetings.** Notice to the public of any regular and special meetings of the Regional Council shall be posted as required by the Colorado Open Meetings Law. The Regional Council shall, annually at its first regular meeting of the calendar year, designate a public place for the posting of Regional Council notices in accordance with C.R.S. 24-6-402(2)(c).

Notice of regular Regional Council meetings shall be personally delivered or sent by first class mail, postage prepaid, facsimile, telephone, e-mail, or other electronic communication to

each Regional Council Member at the member's address as shown on the records of the Regional Council as soon as reasonably practicable prior to each regular meeting. Notice of special Regional Council meetings shall be given to each Regional Council Member at least forty-eight (48) hours before the meeting. Notice shall be either oral or written. Oral notice shall be given face-to-face or by telephone. Written notice may be given by mail, personal delivery, facsimile, e-mail, or other electronic communication. The notice shall contain (1) the date, time, and place of the meeting; and (2) the agenda for said meeting, or the purpose or purposes for which a special meeting is called. Special meetings of the Regional Council shall be limited to the purpose or purposes set forth in the notice of said special meeting. The attendance of a Regional Council Member at a meeting shall constitute a waiver of notice of such meeting, except where a Regional Council Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

All Members shall receive electronic copies of all notices, agendas, and appropriate enclosures at the e-mail address of their designated representative provided to the Regional Fiscal Agent.

**6.5 Public Meetings.** All the meetings of the Regional Council, other than executive sessions, shall be open to the public. No vote or other formal action shall be taken in any session which is closed to the general public. The Regional Fiscal Agent, or such other officer as the Regional Council may from time to time determine, shall maintain a list of persons who, within the previous two (2) years, have requested notification of all meetings or of meetings when certain specified policies will be discussed and shall provide reasonable advance notification of such meetings; provided, however, that unintentional failure to provide such advance notice will not nullify actions taken at an otherwise properly published meeting.

**6.5.1 Executive Session.** The Regional Council, upon the affirmative vote of two-thirds of the quorum present, may hold an executive session for any of the reasons set forth in C.R.S. 24-6-402(4) as are applicable. No formal action may be taken while in executive session. Prior to convening an executive session, the Chair shall announce the topic(s) to be discussed, including the specific statutory citation(s), and identify the particular matter to be discussed in as much detail as possible without compromising the purpose for which the executive session is authorized.

**6.6 Informal Meetings.** Informal meetings of the Regional Council at which no final decision is made or formal action is taken may be held from time to time and may include study sessions, subcommittee meetings, or any meeting of three or more Regional Council Members at which Regional Council business is to be discussed. Notice of any such meeting shall be given to all Regional Council Members at least seventy-two (72) hours in advance of such meeting, unless such informal meeting was set and authorized by the Regional Council at a regular or special meeting. Public notice of the meeting shall be posted in the designated posting place for the Regional Council at least twenty-four (24) hours prior to such meeting as required by the Colorado Open Meetings Law.

**6.7 Conduct of Meetings.** Unless otherwise agreed to by the Regional Council, Robert's Rules of Order, Revised shall be the parliamentary authority for all meetings of the

Regional Council and the rules contained therein shall govern the procedures utilized at such meetings where not inconsistent with the Colorado law. Failure to adhere to Robert's Rules of Order, Revised shall not affect the validity of any Regional Council action.

## **ARTICLE VII** **VOTING**

**7.1 Quorum for the Board.** A quorum must be present at any Regional Council meeting for business transactions to take place and motions to pass. A quorum of the Regional Council shall be nine (9) Voting Members of the Regional Council.

**7.2 Voting.** All Regional Council Voting Members shall be entitled to one (1) vote on any matter coming before the Regional Council. Except as otherwise provided herein, and in Disclosures - Section 7.3 below, all actions of the Regional Council for which a vote is required shall be made and decided by a Super Majority Vote. In the cases where a "**Super Majority Vote**" is required at least 75% of the Regional Council Voting Members shall vote in favor of the item. For example, if all sixteen members of the Regional Council are present, then sixteen (16) votes would be cast and twelve (12) votes will be needed to pass the item. For purposes of these Bylaws, "**Majority Vote**" shall mean a majority of the votes shall be cast in favor of the item coming before a quorum of the Regional Council or committee, as applicable. For example, if all sixteen members of the Regional Council are present, then sixteen (16) votes would be cast and nine (9) votes will be needed to pass the item. Majority Votes for the Regional Council are generally limited to purposes of electing the Presiding Officers and committee officers (as applicable). No Regional Council Voting Member shall abstain from voting unless abstention is required by law. In the case of a tie vote, the item will be deemed to have failed.

**7.3 Disclosures.** Each Regional Council Member, voting and non-voting, shall provide such disclosures, including potential conflict of interest disclosures, as may be required by law, including but not limited to Sections 24-18-101 *et seq.*, C.R.S. and Section 18-8-308, C.R.S. Unless otherwise permitted by law, any voting member or alternative voting member or non-voting member who has a personal or private interest in any matter proposed or pending before the Regional Council after disclosure thereof shall recuse themselves from the meeting and shall refrain from attempting to influence the decision of the other members of the Regional Council on such matter.

## **ARTICLE IX** **COMMITTEES**

**9.1 Committees.** The Regional Council may establish by resolution such standing committees or special committees in addition to those specified in this Article as it deems appropriate, with such duties, responsibilities, and members as it may designate. The Regional Council or the Chair may refer to the proper committee any matter affecting the Regional Council or any operations needing study, recommendation, or action. The delegation of authority to any committee shall not operate to relieve the Regional Council or any of its members of any legal responsibility.

**9.2 Limitations.** Except in cases where these Bylaws or the Regional Council has by written resolution provided otherwise, the function of any committee is as an advisory body to the Regional Council. No member of any committee, without the prior authorization of the Regional Council or as set forth in these Bylaws, has the authority to purchase, collect funds, implement policy, or bind, or obligate the Regional Council in any way or by any means. All such powers are expressly reserved to the Regional Council and the officers of the Regional Council.

**9.3 Committee Membership.** Committee members may include representatives of the Participating Local Governments, Voting and Non-Voting Members of the Regional Council and such other parties, as determined by the Regional Council. The Regional Council may appoint a Regional Council Member to serve on any committee or to act as a liaison to any committee, or both, in the Regional Council's discretion. The Regional Council may from time to time appoint to any standing or special committee any individual who is qualified to serve on such committee and who has the requisite expertise and knowledge to supply value thereto, as determined by the Regional Council in its discretion.

**9.4 Committee Officers.** Each committee shall select by Majority Vote one of its members to serve as Chair and one of its members to serve as Vice Chair. The Chair of each committee shall preside at all meetings of such committee and shall discharge the duties of presiding officer. The Vice Chair of each committee shall have such powers and perform such duties as the members of the committee may from time to time prescribe or as the Chair may from time-to-time delegate. At the request of the Chair, or in the event of the Chair's absence or inability to act, the Vice Chair shall serve as acting Chair. If the Chair or Vice-Chair elects not to preside over a meeting or particular matter, a Majority Vote of the committee present shall then elect a temporary chair who shall be the presiding officer for that particular meeting or particular matter only, as the case may be.

**9.5 Committee Meetings and Recommendations.** A committee may hold regular meetings at a time and place to be determined by the members of such committee. A quorum must be present at any committee meeting for business to take place and motions to pass. A quorum of a committee shall be a majority of the members of such committee. All committees shall act by Majority Vote, unless otherwise prescribed by the Regional Council. As Non-Voting Members may be members of committees, all decisions of committees shall be deemed recommendations to the Regional Council and the Regional Council Voting Members shall still be required to vote on any measures recommended to such body by the committee in order to complete any formal action by the Regional Council. Rules governing procedures for meetings of any committee shall be as established by the Regional Council, or in the absence thereof, the rules set forth in these Bylaws shall be followed. All meetings of any committee shall be open to the public.

**9.6 Resignation.** A member of any committee may resign at any time by giving written notice to the Chair of the committee and to the Regional Fiscal Agent of the Regional Council. Such resignation shall take effect at the time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.