

Meeting Agenda

Confluence Early Childhood Development Service District

A meeting of the board of directors of the Confluence Early Childhood Development Service District will be held at Colorado Mountain College, 1402 Blake Avenue, Glenwood Springs, CO, 81601, Room 209 on the following date: January 8, 2026, at 9:30 AM.

Virtual Participation via [Microsoft Teams](#):

Meeting ID: 240 769 538 056 50

Passcode: VR6b7Cw3

- 1. Call to Order**
- 2. Roll Call**
- 3. Approval of Agenda**
- 4. Public Comment on Matters that are not on the Agenda (limited to 3 minutes each)**
- 5. Receipt of December 12, 2025 Minutes**
- 6. New Business**
 - a. Action Items*
 - i. Resolution 2026-01 – Designating a Location for Posting Public Notice of District Meetings
 - ii. Resolution 2026-02 – Approving Special District Liability Pool Intergovernmental Agreement
 - iii. Resolution 2026-03 – Affirming Election by Director District
 - iv. Accounts Payable
 - v. Organizational Consultant Scope of Work
 - vi. Review/Approve Meeting Procedures/Norms
 - b. Direction/Discussion*
 - i. Board Trainings and Scheduling
 - ii. Subcommittee to Research Similar Early Childhood Funding Programs
 - iii. Review Draft Bylaws
 - c. Board Member Comments*
- 7. Adjournment**

Meeting Minutes

Confluence Early Childhood Development Service District Board Meeting

Date: December 12, 2025

Time: 3:52 PM

Location: Colorado Mountain College, 1402 Blake Avenue, Glenwood Springs, CO 81601, Room 209

Attendees: **Board Members:** Amy Shipley, Paul Stanley, Adley Larimer, Carolynne “Carly” Kraemer, Stefan Reveal.

Consultants: Richard Peterson-Cremer, Jacob Carl, Angelique Pettersson, Karp Neu Hanlon, P.C.; Nate Bruggeman, Recht Kornfeld P.C.

Public: Valerie Carlin, Aspen Community Foundation; Rob Stein, Public.

1. Call to Order

The inaugural meeting of the Confluence Early Childhood Development Service District Board was called to order by Richard Peterson-Cremer, an attorney assisting with the district's transition and initial setup.

2. Oath of Office

Angelique P. Petterson, a paralegal, administered the oath of office to the board members. Each member repeated the oath and signed the necessary documents, which were notarized by Ms. Petterson.

3. Introductions

Each board member introduced themselves, providing their name, district, and relevant background:

- **Stefan Reveal (Seat 5):** Chair of Kids First for 7-8 years, finance background as banker.
- **Carolynne “Carly” Kraemer (Seat 4):** Parent, experience on preschool boards and accountability committees.
- **Amy Shipley (Seat 1):** Director of Basalt Library, 20 years of experience with special district boards.
- **Adley Larimer (Seat 3):** Stay-at-home mom, former early childhood coach with Early Childhood Network.
- **Paul Stanley (Seat 2):** Youth Services Coordinator with Garfield County Libraries, experience in education and early literacy.

4. Election of Officers

The board elected the following officers:

- **Chair:** Carolynne “Carly” Kraemer (self-nominated, second by Director Shipley, motion approved unanimously).
- **Vice Chair:** Adley Larimer (self-nominated, second by Director Kraemer, motion approved unanimously).
- **Secretary:** Amy Shipley (self-nominated, second by Director Reveal, motion approved unanimously).

- **Treasurer:** Stefan Reveal (self-nominated, second by Director Shipley, motion approved unanimously).

5. Public Comment

Rob Stein, a community member, expressed gratitude to the board for their service and emphasized the importance of community engagement and strategic planning for the district's success.

6. History of Confluence Special District

Valerie Carlin with the Aspen Community Foundation gave a brief background history on the formation of the district, the coalition behind the formation, and resources for the Board.

7. Legal Update

Nate Bruggeman provided an overview of the district's formation process, including public hearings, court orders, and election results. He confirmed that the district is now officially established, with the court's order recorded in the relevant counties. Upcoming steps include filing with the Department of Local Affairs (DOLA) and implementing the approved sales tax.

Richard Peterson-Cremer gave a brief training on open meetings and open records laws.

8. Resolutions

The board reviewed and approved the following resolutions:

- **Resolution 2025-01:** Engaging the law firm of Karp Neu Hanlon for legal representation.
 - i. Motion to approve made by Director Kraemer.
 - ii. Second by Director Stanley.
 - iii. Approved unanimously.
- **Resolution 2025-02:** Implementing the District's sales and use tax, effective January 1, 2026.
 - i. Motion to approve made by Director Shipley.
 - ii. Second by Director Stanley.
 - iii. Approved unanimously.
- **Resolution 2025-03:** Approving agreements with the Department of Revenue for tax collection.
 - i. Motion to approve made by Director Kraemer.
 - ii. Second by Director Shipley.
 - iii. Approved unanimously.
- **Resolution 2025-04:** Receiving the proposed budget and setting a budget hearing for December 23, 2025, at 10:00 AM (virtual meeting).
 - i. Motion to approve made by Director Shipley.
 - ii. Second by Director Reveal.
 - iii. Approved unanimously.
- **Resolution 2025-05:** Joining the Special Districts Association of Colorado.
 - i. Motion to approve made by Director Kraemer.

- ii. Second by Director Larimer.
- iii. Approved unanimously.
- **Resolution 2025-06:** Authorizing the procurement of insurance through the Special Districts Liability Pool.
 - i. Motion to approve made by Director Shipley.
 - ii. Second by Director Kraemer.
 - iii. Approved unanimously.
- **Resolution 2025-07:** Designating the District's website (confluencedistrict.org) as the official posting location for public notices.
 - i. Motion to approve made by Director Kraemer.
 - ii. Second by Director Shipley.
 - iii. Approved unanimously.
- **Resolution 2025-08:** Setting regular board meetings for the second Thursday of each month at 9:30 AM, at Colorado Mountain College, 1402 Blake Avenue, Glenwood Springs, CO 81601, with the specific room number to be determined later.
 - i. Motion to approve made by Director Kraemer.
 - ii. Second by Director Larimer.
 - iii. Approved unanimously.
- **Resolution 2025-09:** Approving the district's transparency notice, including board member information and contact details.
 - i. Motion to approve made by Director Kraemer.
 - ii. Second by Director Stanley.
 - iii. Approved unanimously.
- Motion by Director Shipley, second by Director Larimer to opening a bank account at ANB Bank, with Carolynne "Carly" Kraemer and Adley Larimer designated as signatories.

9. Future Business

The board discussed the following items for future consideration:

- Affirming director districts as required by the service plan.
- Securing accounting services for the district.
- Drafting and adopting bylaws to govern board operations.
- Developing a training calendar for board members.

10. Adjournment

The meeting was adjourned by motion at approximately 10:30 AM.

RESOLUTION 2026-02

BOARD OF DIRECTORS CONFLUENCE EARLY CHILDHOOD DEVELOPMENT SERVICE DISTRICT

A RESOLUTION TO DESIGNATE A POSTING LOCATION IN THE CONFLUENCE EARLY CHILDHOOD DEVELOPMENT SERVICE DISTRICT FOR THE PURPOSE OF PROVIDING PUBLIC NOTICE OF DISTRICT MEETINGS

WHEREAS, pursuant to Section 32-1-903, Colorado Revised Statutes ("C.R.S."), all meetings of the Board of Directors of the Confluence Early Childhood Development Service District (the "District") held solely at physical locations must be held at locations that are within the boundaries of the district or that are within the boundaries of any county in which the district is located; and

WHEREAS, pursuant to Section 24-6-402, C.R.S., the District shall be deemed to have given full and timely notice of a public meeting if the District posts the notice, with specific agenda information if available, no less than 24 hours before the meeting on a public website of the District; and

WHEREAS, the Board of Directors of the District believes it is in the best interests of the District to post notice of public meetings on a public website of the District; and

WHEREAS, Section 24-6-402, C.R.S., requires that the Board designate a public place within the boundaries of the District where notice may be posed in exigent or emergency circumstances.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Confluence Early Childhood Development Service District that:

Section 1 - Notice. The Board of Directors of the Confluence Early Childhood Development Service District shall post notice of meetings of the board on the District's website, which can be found at www.confluencedistrict.org.

Section 2 - Alternative Notice. If exigent or emergency circumstances exist such that notice cannot be posted on the District's website, the Board of Directors of the Confluence Early Childhood Development Service District shall post notice of meetings of the board at the office of the Garfield County Clerk and Recorder, located at 109 8th Street, Glenwood Springs, CO 81601.

THIS RESOLUTION was read, passed, and adopted by the Board of Directors of the Confluence Early Childhood Development Service District at the Regular Meeting held this 8th day of January 2026.

CONFLUENCE EARLY CHILDHOOD
DEVELOPMENT DISTRICT

By _____
Carolynne Kraemer, Chairperson

ATTEST:

Amy Shipley, Secretary

RESOLUTION 2026-02

BOARD OF DIRECTORS CONFLUENCE EARLY CHILDHOOD DEVELOPMENT SERVICE DISTRICT

A RESOLUTION TO APPROVE THE PARTICIPATION IN A SELF-INSURANCE POOL FOR PROPERTY AND LIABILITY AND/OR WORKERS' COMPENSATION COVERAGES FOR THE PURPOSE OF THE CONFLUENCE EARLY CHILDHOOD DEVELOPMENT SERVICE DISTRICT.

WHEREAS, the Board of Directors of the Confluence Early Childhood Development Service District (hereafter referred to as "the District") has authority under Article XIV, Section 18(2)(a) of the Colorado Constitution, and §§ 24-10-115.5, 29-13-102, 29-1-201, et seq., and 8-44-204 of the Colorado Revised Statutes, as amended, to participate in a self-insurance pool for property and liability and/or workers' compensation coverages;

WHEREAS, the Board of Directors has reviewed a contract to cooperate with other Colorado Special Districts by participating in a self-insurance pool for property and liability and/or workers' compensation coverages entitled "Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool", a copy of which is attached hereto as Exhibit A and incorporated into this Resolution; and,

WHEREAS, the Board of Directors finds that participation in such a pool would be in the best interest of the District, its employees, and its taxpayers.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District hereby:

1. Approves the contract entitled Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool, a copy of which is attached hereto as Exhibit A and incorporated into this Resolution by this reference.
2. Authorizes and directs the Chair of the Board of Directors to execute **Exhibit A** on behalf of the District.
3. Directs the Secretary of the Board of Directors to transmit to the Colorado Special Districts Property and Liability Pool (hereafter referred to as "Pool"), McGriff Insurance Services, Inc., PO Box 1539, Portland, OR 97207-1539, an executed and attested copy of this Resolution and one original of **Exhibit A**.
4. Designates _____ as District's initial Representative to the Pool and designates _____ as the District's Alternative Representative.
5. Provides the following contact information for the Representative and Alternate Representative: Representative Email Address: _____

Representative Mailing Address: c/o Karp Neu Hanlon, P.C., P.O. Box 2030, Glenwood Springs, CO 81602

Representative Phone Number: 970-945-2262

Alternate Representative Email Address: _____

Alternate Representative Mailing Address: _____

Alternate Representative Phone Number: _____

6. Understands that, with the adoption of this Resolution, the District becomes a member of the Pool, with coverage to be provided by or through the Pool on such date as determined by the District and Pool.

Director _____ moved the adoption of the above Resolution.

Director _____ seconded the adoption of the above Resolution.

This Resolution was adopted by a majority vote of the Board of Directors of the Confluence Early Childhood Development Service District at the Regular Meeting held this 8th day of January 2026.

CONFLUENCE EARLY CHILDHOOD
DEVELOPMENT DISTRICT

By _____
Carolynne Kraemer, Chairperson

ATTEST:

Amy Shipley, Secretary

**INTERGOVERNMENTAL AGREEMENT FOR THE
COLORADO SPECIAL DISTRICTS
PROPERTY AND LIABILITY POOL**

As Amended
SEPTEMBER 14, 2022

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INTERGOVERNMENTAL AGREEMENT FOR THE COLORADO SPECIAL DISTRICTS PROPERTY AND LIABILITY POOL

ARTICLE 1. Definitions

As used in this Pool Agreement, the following terms shall have the meaning hereinafter set out:

- 1.1 **BOARD**: Board of Directors of the Pool.
- 1.2 **CLAIM YEAR**: Any twelve consecutive month period established by the Board. The "initial" claim year is the first claim year established for the Pool.
- 1.3 **DIRECTOR**: A person serving on the Board.
- 1.4 **MEMBER**: A Special District which enters into this Pool Agreement. An "initial" member of the Pool is a member which obtains coverage through the Pool during the initial claim year.
- 1.5 **MEMBER REPRESENTATIVE**: That person who is an elected official, employee, or other person designated in writing by a Member as its representative or alternate to the Pool.
- 1.6 **POOL**: The Colorado Special Districts Property and Liability Pool established pursuant to the Constitution and the statutes of this state by this Pool Agreement.
- 1.7 **POOL AGREEMENT**: This Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool.
- 1.8 **PUBLIC ENTITY**: A public entity pursuant to Section 24-10-103(5), C.R.S., as amended, and that is formed by this Pool Agreement by Member Special Districts as a separate and independent governmental and legal entity pursuant to the provisions of Article XIV, Section 18(2) of the Colorado Constitution and Sections 29-1-201 *et. seq.*, 8-44-101(1)(C) and (3), 8-44-204, 24-10-115.5, and 29-13-102, C.R.S., as amended.
- 1.9 **SPECIAL DISTRICT**: A political subdivision of the State of Colorado that is a unit of local government pursuant to Article 13, Title 29, C.R.S., as amended, or an authority organized pursuant to Part 8, Article 25, Title 31, C.R.S., as amended, that is a public entity pursuant to Section 24-10-103(5), C.R.S., as amended, and that is eligible for membership in the Special District Association of Colorado according to the Association's bylaws as amended and in effect from time to time. "Special District" also includes any separate entity created by intergovernmental agreement authorized by Part 2, Article 1, Title 29, C.R.S., as amended, if at least one of the contracting entities is a special district and if all of the contracting entities are units of a local government pursuant to Article 13, Title 29,

C.R.S., as amended, and are public entities pursuant to Section 24-10-103(5), C.R.S., as amended.

1.10 **SDA BOARD:** The Board of Directors of the Special District Association of Colorado.

ARTICLE 2. Creation of Pool

- 2.1 The Colorado Special Districts Property and Liability Pool is hereby formed by this Pool Agreement by Member Special Districts as a separate and independent governmental and legal entity pursuant to the provisions of Article XIV, Section 18(2) of the Colorado Constitution and Sections 29-1-201 *et. seq.*, 8-44-101(1)(C) and (3), 8-44-204, 24-10-115.5, and 29-13-102, C.R.S., as amended.
- 2.2 Each Special District entering into this Pool Agreement has the power under Colorado law to make provision for the property and liability coverages, workers' compensation benefits, and risk management, claims handling, and other functions and services which constitute the specific functions and services jointly provided by means of the Pool.

ARTICLE 3. Purposes

- 3.1 The purposes of the Pool are to provide defined property, liability, workers' compensation and associated coverages, and claims and risk management services related thereto, for Member Special Districts through a self-insurance pool.
- 3.2 It is the intent of the Members to use Member contributions to defend and indemnify, in accordance with this Pool Agreement, any Member against stated liability or loss to the extent of the coverage provided by or through the Pool.
- 3.3 All income and assets of the Pool shall be at all times dedicated to the exclusive benefit of its Members.

ARTICLE 4. Non-Waiver of Governmental or Other Immunity

- 4.1 All Pool money, plus earned interest, is money derived from its Members which consist solely of Special Districts and a Public Entity within the State of Colorado. It is the intent of the Members and the Public Entity that, by entering into this Pool Agreement, they do not waive and are not waiving any immunity provided by any law to the Public Entity, Members or their public employees, as defined in Section 24-10-103(4), C.R.S., as amended.

ARTICLE 5. Participation

- 5.1 The Board shall have the authority to limit the Members of the Pool to those Colorado Special Districts which are members of the Special District Association of Colorado and

which properly enter into and adopt this Pool Agreement.

- 5.2 New Members, including special districts which have previously withdrawn or been expelled from the Pool, shall be admitted only upon approval by the Board, subject to the payment of such sums and under such conditions as the Board in each case or from time-to-time establishes.
- 5.3 A Member may participate in the Pool for either or both of the following purposes:
 1. The property and liability coverages authorized by Sections 24-10-115.5 and 29-13-102, C.R.S., as amended, and risk management, claims handling and other functions and services related to such coverages;
 2. The workers' compensation coverages authorized by Sections 8-44-101(1)(C) and (3) and 8-44-204, C.R.S., as amended, and risk management, claims handling, and other functions and services related to such coverages.
- 5.4 A Member who is participating in the Pool for one of the purposes set forth in Paragraph 5.3 may be authorized to participate in the Pool for the other of those purposes upon further compliance, as necessary, with Paragraph 5.1 and approval of the Board, subject to the payment of such sums and under such conditions as the Board in each case or from time-to-time establishes.
- 5.5 Upon a vote of the Directors, the Board shall have the authority to approve a Public Entity to participate in the Pool for one of the purposes set forth in Paragraph 5.3. If a Public Entity is allowed to participate in the Pool, the Board must adopt rules, pursuant to Subparagraph 14 of Paragraph 8.2, to ensure that participation by the Public Entity will not interfere or conflict with the Board's obligations to its Members or impair the financial condition of the Pool. The Board shall also have the authority, upon a vote of the Directors, to remove the Public Entity from participation in the Pool. A Public Entity approved by the Board to participate in the Pool is not a Member, does not have powers of a Member under Article 9, and may not request binding arbitration under Paragraph 16.11.

ARTICLE 6. Board of Directors and Officers

- 6.1 The Pool Board of Directors shall be composed of nine persons to be appointed by the SDA Board. Directors shall be appointed from among the Member Representatives, each from a different Member. At least one (1) Pool Director shall be appointed by the SDA Board from among the SDA directors. Pool Directors who are not SDA directors shall be appointed by the SDA Board from nominations received from Members. In no event may more than three Pool Directors be appointed from any one of the following types of special districts: Ambulance, Fire, Metropolitan, Park and Recreation, Sanitation, Water, Water and Sanitation, Hospital, or Library Districts. Nominations from the Members shall be submitted to the SDA Board at such time as the SDA Board may provide, and any

nomination must be approved by the Board of Directors of the Member submitting the nomination.

- 6.2 The Executive Director of the SDA shall serve as an ex-officio, non-voting Director on the Board. Additionally, an employee of the SDA, as designated by the Executive Director of the SDA, shall serve as a non-voting Director on the Board in the role of Pool Liaison, to act as an intermediary between the Pool Board and its vendors for the purpose of coordinating services.
- 6.3 Terms of the Directors shall be two-year, overlapping terms or until their successors have been appointed, except as provided herein. The term of office shall begin on a January 1, and end at midnight on a December 31, except that the Directors appointed to the first Board following the formation of the Pool shall begin their term prior to a January 1 if the SDA Board so directs. Directors may serve successive terms. The SDA Board shall appoint to the first Board following formation of the Pool, three Directors to serve one-year terms and four Directors to serve two year terms, with the successors of each appointed for two-year terms. Of the two additional persons to be appointed to the Board upon expansion of the Board from seven to nine persons, one shall be appointed to serve a one-year term and one shall be appointed to serve a two-year term, with the successors of each appointed for two-year terms; the terms of office of the two additional persons initially appointed may begin prior to a January 1 if the SDA Board so directs.
- 6.4 The officers of the Pool shall be: president, one or more vice presidents, secretary, one or more assistant secretaries, and comptroller. The officers shall be elected annually by and from among the Directors at the first meeting of the Board following each December 31.
- 6.5 A vacancy shall occur on the Board when a Director:
 1. Submits a written resignation to the Board;
 2. Dies;
 3. Ceases to be a Member Representative;
 4. Fails to attend three consecutive regular meetings of the Board without the Board having entered upon its minutes an approval for an additional absence or absences, except that such additional absence or absences shall be excused for temporary mental or physical disability or illness; or
 5. Is convicted of a felony.
- 6.6 A change in which Member has designated a Director as its Member Representative, including alternates, does not cause a vacancy on the Board unless the change causes there to be more than three Directors appointed from the types of special districts listed in

Paragraph 6.1.

6.7 Any vacancy on the Board shall be filled by appointment by the SDA Board for the unexpired portion of the term.

ARTICLE 7. Meetings of the Board of Directors

7.1 The Board may set a time and place for regular meetings which may be held without further notice. The Members shall be notified of the time and place set for regular meetings.

7.2 Special meetings may be called by the President or by a majority of the Directors by mailing written notice at least ten (10) days in advance to all Directors or by unanimously executed waiver of notice.

7.3 Five Directors shall constitute a quorum to do business. All acts of the Board shall require approval of a majority of the Directors present, except as otherwise specifically provided in this Pool Agreement.

7.4 One or more or all Directors may participate in any meeting of the Board by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence at the meeting.

7.5 Any action of the Board may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all Directors appointed to the Board. Such consent shall have the same effect as a unanimous vote. The consent may be executed in counterparts.

ARTICLE 8. Powers and Duties of the Board of Directors

8.1 The business and affairs of the Pool shall be managed by the Board which shall exercise all the authority and powers and discharge all the duties of the Pool, except as is otherwise provided in this Pool Agreement.

8.2 In addition to all other powers of the Board set out in this Pool Agreement, the Board shall have the power to:

1. Exercise all powers necessary to carry out the purposes of the Pool.
2. Retain agents, independent contractors and employees necessary to administer and achieve the purposes of the Pool, including, but not limited to, attorneys, accountants, investigators, experts, consultants, and others.
3. Purchase, sell, encumber, and lease real property, and purchase, sell, encumber or

lease equipment, machinery, and personal property.

4. Invest money as allowed for the Pool by Colorado statutes or by lawful regulations adopted pursuant to Colorado statutes, as from time-to-time amended.
5. Purchase excess insurance, stop-loss insurance, and reinsurance as the Board deems prudent.
6. Adopt and adjust the coverages provided through the Pool.
7. Adopt and adjust contributions to the Pool.
8. Enter into contracts including, but not limited to, contracts for risk management, claim adjustment, and brokerage services.
9. Reimburse Directors for reasonable and approved expenses, including expenses incurred in attending Board meetings, and pay compensation to each Director for his or her services in a sum not to exceed the maximum sum which may by statute be paid as compensation for services of directors on Colorado special district boards of directors.
10. Purchase fidelity bonds from an insurance company approved by the Insurance Commissioner of the State of Colorado to do business in Colorado.
11. Establish reasonable and necessary loss reduction, prevention and risk management policies and procedures to be followed by the Members.
12. Appoint committees from time to time as the Board considers desirable.
13. Provide for claims and loss control procedures, and establish conditions to be met prior to the payment or defense of claims.
14. Establish rules governing its own conduct and procedure, and the authority of its officers, not inconsistent with this Pool Agreement.
15. Approve attorneys or firms of attorneys to represent Members in claims covered through the Pool.
16. Delegate in writing fiduciary responsibilities or ministerial powers and duties to individual Directors or committees of the Board or to such agents, employees, and independent contractors as the Board considers desirable.

8.3 In addition to all other duties of the Board set out in this Pool Agreement, the Board shall have the duty to:

1. Have an audit of the financial affairs of the Pool be made annually by a certified public accountant in accordance with applicable laws and regulations, and provide a copy thereof to each Member.
2. Select a qualified actuary to conduct periodic reviews of the Pool's funds and any reviews required by the Insurance Commissioner of Colorado, and make recommendations to the Board based on such reviews.
3. Designate one or more persons or entities to administer the Pool.
4. Adopt a budget annually and report the budget to the Members.
5. Three persons shall be appointed annually to an expulsion committee to serve until January 1 of the year following the appointment. One person, to be appointed by the Board, shall be a director on the board, one person, to be appointed by the Board, shall be a representative of the person(s) or entity(ies) providing general administrative services to the Pool, and one person, to be appointed by the SDA Board, shall be a member of the SDA Board.

ARTICLE 9. Members' Powers and Meetings

9.1 The Members shall have the power to:

- a. Amend the Pool Agreement by a two thirds (2/3) vote of the Members present at a meeting. Written notice of any proposed amendment shall be provided to each Member at least forty-five (45) days in advance of any vote on the amendment.
- b. Dissolve the Pool and disburse its assets by a two thirds (2/3) vote of the Members present at a meeting, pursuant to such notice and in keeping with such procedure as shall be established by the Board, and upon which question proxy voting shall not be allowed. Notice of the dissolution and plan for disbursement of assets and payment of the remaining obligations of the Pool shall be mailed to the Insurance Commissioner of Colorado at least ninety (90) days prior to the effective date of the dissolution. The plan for disbursement of assets and payment of the remaining obligations of the Pool shall not take effect until approved by the Insurance Commissioner of Colorado. Upon dissolution of the Pool, the assets of the Pool not used or needed for the purposes of the Pool, as determined by the Board and subject to approval by the Insurance Commissioner of Colorado, shall be distributed exclusively to Special Districts which are members of the Pool prior to dissolution to be used for one or more public purposes.

9.2 Meetings of the Members shall be held as follows:

- a. Members shall meet at least once annually at a time and place to be set by the Board, with notice mailed to each Member at least thirty (30) days in advance.
- b. Special meetings may be called by the Board upon its own motion and shall be called by the Board upon written request of thirty (30) percent of the Members, with notice mailed to each Member at least thirty (30) days in advance.
- c. The president of the Pool shall preside at the meetings; a vice president of the Pool shall preside in the absence of the president.
- d. Twenty (20) percent of the Members shall constitute a quorum to do business.
- e. Except for action to dissolve the Pool, proxy voting shall be allowed, pursuant to such procedures as the Board may determine.
- f. Each Member shall be entitled to one vote on each issue, to be cast by its Member Representative. No Director may cast a vote for a Member under Article 9.
- g. Notwithstanding any other provision of the Pool Agreement, any amendment to the Pool Agreement, except an amendment relating to dissolution of the Pool, may be adopted without a meeting if an approval in writing, setting forth the amendment approved, is signed by the Member Representatives of at least two thirds (2/3) of the Members. The approval may be executed in counterparts.

ARTICLE 10. Obligations of Members

10.1 Each Member and any Public Entity participating in the Pool shall have the obligation to:

- a. Pay all contributions or other payments to the Pool at such times and in such amounts as shall be established by the Board. Any delinquent payments shall be paid with interest pursuant to a policy established by the Board and uniformly applied.
- b. Designate in writing, a Member Representative and one or more alternates for the Members' meetings. The Representative and any alternate shall be an elected official, employee, or other designee of the Member, and may be changed from time-to-time. Any alternate may exercise all the powers of the Representative during a Member meeting in the absence of the Member Representative. No Public Entity Member may have a Member Representative or any alternates.
- c. Allow the Pool and its agents, contractors, employees and officers reasonable access to all facilities and records of the Member as required for the administration of the Pool.

- d. Cooperate fully with the Pool and all agents, contractors, employees and officers thereof in matters relating to the Pool.
- e. Provide information requested by the Pool, and all agents, contractors, employees, and officers thereof, as reasonably required for the administration of the Pool.
- f. Allow the Pool to make decisions regarding, and to designate attorneys to represent the Member in, the investigation, settlement and litigation of any claim within the scope of coverage furnished through the Pool.
- g. Comply with the claims, loss reduction, prevention and risk management policies and procedures established by the Board.
- h. Promptly report to the Pool all incidents or occurrences which could reasonably be expected to result in the Pool being required to consider a claim, in any form required by the Board and in compliance with any applicable excess insurance or reinsurance.
- i. Promptly report to the Pool the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts, as directed by the Board and in compliance with any applicable excess insurance or reinsurance.

ARTICLE 11. Contributions

- 11.1 The Board shall establish Member and Public Entity contributions pursuant to guidelines established by the Board from time-to-time. The contributions may include an annual contribution and any additional contributions at such times and in such amounts as the Board deems necessary to insure the solvency and avoid impairment of the Pool or which the Board otherwise deems beneficial to protect the financial condition of the Pool. The Board may provide for disbursement of non-surplus credit balances which are, pursuant to guidelines adopted by the Board from time to time, due a Member, and such disbursements shall not be subject to the provisions of Paragraphs 11.2 or 15.1.
- 11.2 Any excess funds which the Board determines are not needed for the purposes of the Pool, may be distributed among the Members and former Members, subject to Paragraph 15.1, pursuant to the following:
 - 1. Any such distribution may be in the form of credits against future contributions or in the form of payments, or a combination thereof, as the Board may determine.
 - 2. Money distributed for any claim year shall be distributed only to those Members and former Members which were Members during that claim year and shall be distributed in order of claim year contribution, with Members and former Members

of the initial claim year to receive the initial credits.

3. The amount which may be distributed for any claim year shall be established by the Board which shall have discretion as to the amount and timing of any distribution. That amount may not exceed the net sum of (i) the net income of the Pool for that claim year less (ii) the portion of the Pool's net income which equals the amount of the excess loss reserve of the claim year prior to the claim year (which is subject to the distribution) which was taken into income in that claim year plus (iii) the excess loss reserve for the claim year which is subject to the distribution.
4. For the purpose of this Paragraph 11.2, the term "excess loss reserves" means the amount by which the amounts credited to loss reserves and charged to operating expenses in any claim year exceed the actual losses (including loss adjustment expenses) for that claim year.
5. The amount established by the Board for a claim year pursuant to Subparagraph 3 of this Paragraph 11.2 , shall be distributed among each Member and former Member which was a Member during that claim year based on the ratio which each Member's and former Member's contribution (excluding any surplus contribution) for the claim year bears to the total contributions (excluding surplus contributions) for the claim year and less the contributions of former Members which are not eligible for a distribution pursuant to Paragraph 15.1.
6. Excess surplus funds contributed by Members and former Members may be distributed only among such contributing Members or former Members, subject to the five year membership requirement of Paragraph 15.1. The Board has discretion to determine, from time to time, the amount and timing of any distribution of such funds. The amount established by the Board shall be distributed among each Member and eligible former Member based on the ratio which each Member's and former Member's surplus contribution bears to the total amount of surplus funds contributed to the Pool by Members and former Members.
7. No distribution of excess funds, including excess surplus funds contributed by Members, shall be made to any Member or former Member which owes any amount to the Pool until the amount so owed is paid, and any amount so owed may be deducted from the distribution to the Member or former Member.
8. No distribution of excess funds, including excess surplus funds contributed by Members, shall cause the Pool to become impaired or insolvent.

11.3 The total amount of surplus shall be determined by the Board from time-to-time, but in no event shall be less than that required by the Insurance Commissioner of Colorado, and the Board may require all Members to make additional contributions to surplus as the Board deem necessary, or the Insurance Commissioner of Colorado may require.

- 11.4 The Pool shall account separately for contributions made for the property and liability coverages authorized by Sections 24-10-115.5 and 29-13-102, C.R.S., as amended, and for contributions made for the workers' compensation coverage authorized by Sections 8-44-101(1)(C) and (3) and 8-44-204, C.R.S., as amended.
- 11.5 Notwithstanding any provision of this Agreement to the contrary, the Pool Board may establish from any contributions or other assets of the Pool the initial minimum surplus for workers' compensation coverage required by the Insurance Commissioner of Colorado; provided that contributions or other assets derived from coverages other than workers' compensation shall not be used to establish such minimum surplus unless and until the Board first determines that workers' compensation contributions are or will be insufficient to fund such surplus in the amounts and within the time required by the Insurance Commissioner of Colorado; and provided further, that such minimum surplus shall be established from contributions for workers' compensation coverage as soon as the Board determines practicable consistent with ensuring the solvency and avoiding the impairment of the Pool. The Board may issue subordinated debt to establish such minimum surplus consistent with applicable requirements of the Insurance Commissioner of Colorado.
- 11.6 The Pool shall repay the Special District Association of Colorado for its ongoing services to the Pool, provided subsequent to the creation of the Pool, within such time and in such amount as the SDA Board and Pool Board may agree.

ARTICLE 12. Liability of Directors, Officers and Employees

- 12.1 No Director, officer, committee member, Pool Liaison, or employee of the Pool shall be personally liable for any acts performed or omitted in good faith. The Pool shall indemnify each Director, officer, committee member, Pool Liaison, and employee of the Pool against any and all expense including attorney fees and liability expenses sustained by them, or any of them in connection with any suit or suits which may be brought against them involving or pertaining to any of their acts or duties performed for this Pool or omitted in good faith. This provision shall not be deemed to prevent compromises of any such litigation where the compromise is deemed advisable in order to prevent greater expense or cost in the defense or prosecution of such litigation.
- 12.2 The Pool shall obtain a fidelity bond or other bond to guarantee the faithful performance of each Director's, officer's Pool Liaison's, and employee's duties hereunder, and shall make reasonable effort to obtain errors and omissions coverage for each Director, officer, committee member, Pool Liaison, and employee of the Pool. The Pool shall obtain bonds for all Directors, officers, committee members, Pool Liaison, and employees who handle or have access to Pool funds, in an amount which the Board deems appropriate but no less than the minimum amount deemed necessary by the Insurance Commissioner of Colorado.

ARTICLE 13. Withdrawal of Members

- 13.1 Any Member may withdraw from the Pool by giving written notice to the Board of its intent to withdraw at least sixty (60) days prior to the Member's coverage renewal date. A Member which has different renewal dates for different coverages must give such written notice at least sixty (60) days prior to the first renewal date following any January 1. Unless a different date is agreed to by the Board and the Member, the withdrawal shall be effective on the Member's coverage renewal date but, if the Member has different renewal dates for different coverages, the withdrawal shall be effective the latest renewal date following the written notice of withdrawal. After the notice of withdrawal is given, no coverage will be renewed but all coverages will remain in effect only until their respective expiration dates.
- 13.2 Except as otherwise provided in this Paragraph, any Member which dissolves or which is consolidated with another Special District shall be considered a withdrawn Member with the same rights and obligations under this agreement as any other withdrawn Member, such withdrawal to be effective on the date of dissolution or consolidation, as the case may be. Notwithstanding Paragraph 15.1 and under the following circumstances only, a Special District shall receive the credits against its future contributions to the Pool otherwise allocable to a dissolved or consolidated Member pursuant to Paragraph 11.2:
 1. If the Special District was formed by a consolidation which included such a Member, the Special District assumed all rights of that Member under this agreement, and the Special District is a Member no later than one year after the effective date of the consolidation; or,
 2. If the Special District assumed all rights of a dissolved Member under this agreement, and the Special District is a Member no later than one year after the effective date of the dissolution.

A Special District entitled to receive such credits of a dissolved or consolidated Member shall not be obligated for any liabilities to the Pool of the dissolved or consolidated Member in excess of the amount of such credits.

ARTICLE 14. Expulsion of Members

- 14.1 A Member which fails to make a contribution or other payment due to the Pool shall be automatically expelled from the Pool on the sixtieth (60) day following the due date, unless time for payment is extended by the Board and payment is made within any extended period. A notice of failure to make a contribution or other payment due to the Pool shall be mailed to the Member at least thirty (30) days prior to the date of automatic expulsion. If payment is not made within any extended period, the automatic expulsion shall occur on a date, no later than twenty (20) days after the last day of the extended period, set by the Board. An expulsion under this Paragraph 14.1 shall not be subject to the provisions of Paragraph 14.2.

14.2 A Member may be expelled by the Board for failure to carry out any other obligation of the Member, or for failure to maintain its membership in the Special District Association of Colorado if such membership was required by the Board at the time the Member was admitted to the Pool, subject to the following:

1. The Member shall receive notice from the Board of the alleged failure and not less than thirty (30) days in which to cure the alleged failure, along with notice that expulsion may result if the failure is not so cured.
2. The Member shall receive at least thirty (30) days prior notice from the Board, of the date, place and time when the Board will consider expelling the Member from the Pool, and the Member shall be entitled to be present at that meeting and to present evidence and reasons why it should not be expelled. The decision of the Board shall be effective as of the date and upon the terms and conditions set forth in the Pool Agreement and applicable excess or reinsurance policies and otherwise specified by the Board, except as provided in Subparagraph 3 of this Paragraph 14.2.
3. The Member may appeal the Board's decision to the expulsion committee, which shall schedule a hearing thereon. The Member and the Board shall be provided at least ten (10) days prior written notice of the date, time and place of the hearing. The appealing Member shall be entitled to be present at that hearing and to present evidence and reasons why it should not be expelled and the Board may present evidence and reasons why expulsion is proper. The decision of the expulsion committee shall be final and any expulsion effective as of the date and upon the terms and conditions set forth in the Pool Agreement and applicable excess or reinsurance policies, and otherwise specified by the Board.

ARTICLE 15. Effect of Withdrawal or Expulsion

15.1 No withdrawn or expelled Member shall be entitled to any reimbursement of contributions or distribution or excess funds, including excess surplus funds contributed by Members, unless the Member was a Member for at least five consecutive years.

15.2 A withdrawn or expelled Member shall remain obligated for all amounts owing at the time of withdrawal or expulsion for the years during which the member was an active member of the Pool and for all amounts which thereafter become owing for such years pursuant to the Pool Agreement and any other Pool documents which are in effect at the time of withdrawal.

15.3 A withdrawn or expelled Member shall be considered a Member of the Pool for the purpose of payment of the Member's claims and expenses related thereto which remain covered under the terms of coverage existing at the time of withdrawal. A withdrawn or expelled

Member shall remain subject to all conditions of coverage and obligations of a Member which are in effect at the time of withdrawal. A withdrawn or expelled Member shall have no right to vote on any matter pending before the Pool membership.

- 15.4 No withdrawn or expelled Member may be adversely affected by any change in the Pool Agreement or other Pool documents adopted subsequent to the effective date of the Member's withdrawal or expulsion.
- 15.5 Unless disapproved by an affected excess carrier or reinsurer, the Pool shall offer a withdrawing or expelled Member, no later than forty-five (45) days after the expulsion or Board's receipt of the written notice of withdrawal, at least twenty-four (24) months extended reporting period on any claims-made coverage provided through the Pool, at a cost reasonably calculated by the Board and subject to any contracts existing at the time of withdrawal or expulsion.

ARTICLE 16. Miscellaneous

- 16.1 This document constitutes an intergovernmental agreement among those Special Districts which become Members of the Pool. The terms of this agreement may be enforced in court by the Pool or by any of its Members. The consideration for the duties herewith imposed on the Members to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the Members set forth herein.
- 16.2 A certified or attested copy of the resolution of approval for each Member shall be attached to the Member's Pool Agreement on file with the Pool.
- 16.3 Except to the extent of the limited financial contributions to the Pool agreed to herein or such additional obligations as may come about through amendments to this Pool Agreement, the contracting parties intend in the creation of the Pool to establish an organization to operate only within the scope herein set out and have not otherwise created as between Member and Member any relationship of surety, indemnification or responsibility for the debts of or claims against any other Member.
- 16.4 The provisions of this Pool Agreement and of the other documents referred to herein, and the assets of the Pool, are for the benefit of the Members of the Pool only, and no other persons or entities shall have any rights or interest in this Pool Agreement or in any of the other documents referred to herein, or in any such assets, as a third party beneficiary or otherwise. The assets of the Pool shall not be subject to attachment, garnishment, or any equitable proceeding.
- 16.5 It is the intention of the Members that the Pool and any income of the Pool not be subject to taxation, and the Members shall cooperate in such respects, including amending this Pool Agreement, as reasonably necessary to establish and maintain the non-taxable status of the Pool.

- 16.6 The Insurance Commissioner of Colorado shall have such authority with respect to the formation and operation of the Pool as is provided by applicable Colorado law.
- 16.7 Except as permitted in this Pool Agreement, and amendments hereto, neither the Board nor any other person or entity is authorized to incur liabilities or obligations or enter into contracts on behalf of the Members.
- 16.8 "Insolvency" as applied to the Pool shall have the meaning as defined in Section 10-3-212, C.R.S., as amended, or as the Insurance Commissioner of Colorado may otherwise provide.
- 16.9 The statutory reporting period for the Pool shall be the calendar year or such other period as the Insurance Commissioner of Colorado may provide.
- 16.10 If any provision of this Pool Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the other provisions, and this Pool Agreement is expressly declared to be severable.
- 16.11 If the Board or its authorized representative and a Member disagree on whether a loss is covered through the Pool or on the amount of a covered loss, the Board or its authorized representative or the Member may request that the disagreement be submitted to binding arbitration as follows:
 1. Unless otherwise agreed by the Board or its authorized representative and the Member, three persons shall be selected for the arbitration panel, one by the Board or its authorized representative, one by the Member, and one by the two so selected to act as umpire to decide the items upon which the other two disagree. If the two so selected fail for fifteen days to agree upon the umpire, the umpire shall be selected by a judge of a court of record agreed to by the Board or its authorized representative and the Member.
 2. The decision of the panel shall be binding on the Board or its authorized representative and the Member.
 3. The Pool shall pay the fees and expenses of the panelist selected by the Board or its authorized representative, the Member shall pay the fees and expenses of the panelist selected by it, and the fees and expenses of the umpire shall be shared equally by the Pool and the Member.

Dated: _____

By: _____
Title: Chairman, Board of Directors and President

Special District [name]: _____

By: _____
Title: Chairman, Board of Directors and President

Date: _____

Attest:

By: _____
Title: District Secretary

RESOLUTION 2026-03

BOARD OF DIRECTORS CONFLUENCE EARLY CHILDHOOD DEVELOPMENT SERVICE DISTRICT

A RESOLUTION AFFIRMING THE DISTRICTS SET FORTH IN THE CONFLUENCE EARLY CHILDHOOD DEVELOPMENT DISTRICT SERVICE PLAN FOR THE PURPOSE OF SPECIAL DISTRICT ELECTIONS

WHEREAS, the current Board of Directors (the "Board") of the Confluence Early Childhood Development Service District (the "District") were elected by director district as set forth in the 2025 Service Plan and court order; and

WHEREAS, Section 32-1-804, Colorado Revised Statutes ("C.R.S."), requires after the first board of a special district is elected, the Board shall govern all subsequent regular and special elections; and

WHEREAS, the Board believes it is in the best interest of the District to maintain the director districts established under the 2025 Service Plan for future regular and special elections, until such time, but no sooner than four years from the date of this resolution, that the Board desires to reestablish districts as allowed under Section 32-1-804, C.R.S.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Confluence Early Childhood Development Service District that:

Section 1 - Districts. The Board of Directors of the Confluence Early Childhood Development Service District hereby adopts the director districts as set forth in Appendix C of the 2025 Service Plan of the Confluence Early Childhood Development Service District, attached to this resolution as Exhibit A.

THIS RESOLUTION was read, passed, and adopted by the Board of Directors of the Confluence Early Childhood Development Service District at the Regular Meeting held this 8th day of January 2026.

CONFLUENCE EARLY CHILDHOOD
DEVELOPMENT DISTRICT

By

Carolynne Kraemer, Chairperson

ATTEST:

Amy Shipley, Secretary

Appendix C: Initial Director District Boundaries

Initial District Boundaries by 2022 Precinct & Director District⁹

2022 Precinct Number	Short Precinct Name	Director District
3055723020	Garfield 020	1
3055723021	Garfield 021	1
3055723022	Garfield 022	1
3055723023	Garfield 023	1
3055723025	Garfield 025	1
3055723026	Garfield 026	1
3055723027	Garfield 027	1
3085723019	Garfield 019	1
3085723024	Garfield 024	1
3055723007	Garfield 007	2
3055723012	Garfield 012	2
3055723013	Garfield 013	2
3055723014	Garfield 014	2
3055723016	Garfield 016	2
3055723017	Garfield 017	2
3085723011	Garfield 011	2
3085723015	Garfield 015	2
3085723018	Garfield 018	2
3055723003	Garfield 003	3
3055723004	Garfield 004	3
3055723005	Garfield 005	3
3055723006	Garfield 006	3
3055723008	Garfield 008	3
3055723009	Garfield 009	3
3055723010	Garfield 010	3
3055719007	Eagle 007	4
3055719008	Eagle 008	4
3055719024	Eagle 024	4
3055719025	Eagle 025	4
3055723001	Garfield 001	4
3055723002	Garfield 002	4
3055749011	Pitkin 011	4
3055749012	Pitkin 012	4
3055749001	Pitkin 001	5
3055749002	Pitkin 002	5

⁹ Subject to modification pursuant to the authority granted to the Board by C.R.S. § 32-1-804(1).

2022 Precinct Number	Short Precinct Name	Director District
3055749003	Pitkin 003	5
3055749004	Pitkin 004	5
3055749005	Pitkin 005	5
3055749006	Pitkin 006	5
3055749007	Pitkin 007	5
3055749008	Pitkin 008	5
3055749009	Pitkin 009	5
3055749010	Pitkin 010	5

Confluence Early Childhood Development Special District
Accounts Payable
January 8, 2026

INVOICES TO BE APPROVED

Vendor	Invoice Date	Invoice Number	Description	Amount
Karp Neu Hanlon PC	01.06.2026	56837	General Legal	\$20,708.42
Garfield County	01.05.2026		2025 Coordinated Election	\$23,036.61
Pitkin County	01.02.2026		2025 Coordinated Election	\$11,217.96
TOTAL INVOICES TO BE APPROVED				\$54,962.99

Scope of Work

Transitional Executive & Project Management Contractor

Confluence Early Childhood Development Service District

1. Purpose & Context

The Confluence Early Childhood Development Service District (“District”) is in the organizational start-up phase and anticipates the need for an experienced contractor to provide executive-level leadership, operational coordination, and project management during the period between District formation and the hiring of a permanent Executive Director.

The contractor’s role is to maintain momentum, stabilize operations, and build core infrastructure during the District’s initial formation, prior to the availability of public revenue (anticipated no earlier than June 2026).

The engagement is intended to bridge a 6–12 month period, with the initial term expected to begin in early 2026 and extend until a permanent Executive Director is hired.

2. Term & Level of Effort

Initial Term: 6 months

Optional Extension: Up to 12 months total, at the District’s discretion

Expected Level of Effort: Approximately 0.75–1.0 FTE equivalent

3. Contractor Profile & Required Expertise

The contractor shall bring:

- Exceptional organizational, project management, and execution skills; a self-starter who manages and delivers independently
- Entrepreneurial experience and background in establishing new entities, preferably in the public sector
- Demonstrated commitment to community-informed processes and community engagement

4. Core Responsibilities & Workstreams

A. Board & Governance Support

- Serve as primary operational liaison to the District Board of Directors
- Prepare agendas, briefing materials, and work plans for Board meetings
- Coordinate with legal counsel and key advisors regarding implementation of the Service Plan
- Establish initial governance systems and compliance processes consistent with Colorado special district law and the District’s Service Plan

B. Organizational & Infrastructure Development

- Lead start-up activities including:
 - Office and operations planning
 - Establishment of accounting, insurance, and administrative systems
 - Support development of branding and basic communications infrastructure, including website
- Develop initial staffing and vendor strategies in preparation for public funding

C. Financial & Budget Preparation

- Update and refresh the placeholder budget included in the Service Plan
- Coordinate with finance and legal advisors on funding models, interim financing options, and readiness for first-year operations
- Support planning for major expense categories outlined in the Service Plan financial framework

D. Program & Service Implementation Planning

Working from the adopted Service Plan, the contractor shall coordinate preparatory work for the District's initial programmatic focus areas, including:

- Tuition subsidy program design
- Capacity & Quality Grant program development
- Outreach, navigation, and family assistance infrastructure
- Evaluation and data readiness planning

E. Community Engagement & External Relations

- Develop and initiate the District's community outreach and listening strategy for 2026
- Conduct stakeholder briefings and learning sessions with:
 - Colorado Special District Association
 - Comparable early childhood funding districts (Denver, Summit, San Miguel, etc.)
 - Recommended national models (e.g., Seattle/King County)
- Build early partnerships with service providers, community organizations, and local governments

F. Executive Director Transition Support

- Develop Executive Director recruitment timeline and transition framework
- Document operational systems, decisions, and institutional knowledge
- Provide structured handoff to incoming Executive Director

5. Deliverables

At minimum, the contractor shall deliver:

1. Comprehensive start-up project plan and timeline
2. Updated first-year operating budget and financial readiness framework
3. Governance and operational policies & procedures
4. Community outreach & engagement plan
5. Program implementation readiness plans

6. Executive Director transition binder and onboarding roadmap

6. Compensation Framework

\$6,000–\$8,000 per month for a 6-month engagement (\$36,000–\$48,000 total) for a similar strategic consultant role. Final compensation and structure shall be negotiated based on term length, level of effort, and scope expansion.

7. How to Apply

Resume

Cover letter

List of references

List of similar project completed
(preference for local contractor)

Timeframe for application and hiring process

Contact info for where to send application (Richard?)

DRAFT MEETING NORMS

Meeting Framework

- Meetings will begin and end on time unless otherwise majority votes on extension.
- Only one person will speak at a time; no side conversations;
- Members will follow the [GROW Framework](#) to guide Board discussions.
- Each agenda item will be given a suggested time limit with a timekeeper for each meeting.

Member Expectations

- ~~Members will make every effort to attend each meeting either in person or virtually~~
- Members will respect the opinions of others and be considerate of differing points of view.
- Monitor personal technology (turn cell phones off/on vibrate, close laptops during discussion unless actively taking notes).
- Each committee member will have an equal voice; to ensure equal voice, each member will be asked specifically if they have comments/questions for each agenda item before moving on to the next.
- Members will take care of their personal needs at their own discretion.

Agenda

- To expedite the board's proceedings and provide a framework for the orderly conduct of business, the chair of the board, in cooperation with the attorney and executive director (once hired), shall prepare an agenda outlining the matters to be brought to the board's attention at meetings.
- The agenda and accompanying materials will be provided to the board at least 3 days prior to the meeting.
- The board shall follow the order of business set by the agenda unless the order is altered or new items are added in accordance with this policy. At regular and special meetings, the board may add to or take action on matters not appearing on the posted agenda if the item is reasonably related to the subject matter on the posted agenda or if an exigency exists. Amending the agenda of a regular meeting requires a majority vote of board members present. All board members must be present and cast a unanimous vote to amend the agenda of a special meeting.
- Items outside of the agenda will be placed in the Parking Lot to be revisited at the end of the meeting, if time allows, or at a future meeting; Parking Lot is maintained by the secretary or another designee. Discussion of Parking Lot Items will be voted on by members after regular agenda items are concluded.
 - Members will reach a consensus whether Parking Lot items merit further discussion; vote must be (unanimous? majority?) to amend agenda
 - Unresolved items will be added to the Parking Lot;

Rules of Order

- Except as otherwise specified by state law or board policies pertaining to its own operating procedures, the board shall operate by the rules prescribed in Robert's Rules of Order, Newly Revised as those rules can reasonably be applied to the conduct of school board business.
- It shall be the responsibility of the board Chair to utilize such rules when appropriate to do so.

BYLAWS

OF THE CONFLUENCE EARLY CHILDHOOD DEVELOPMENT SERVICE DISTRICT

I. AUTHORITY

Confluence Early Childhood Development Service District ("District") is a governmental subdivision of the State of Colorado and a body corporate with those powers of a public or quasi-municipal corporation which are specifically authorized by, and in compliance with, Articles 1 and 21 of Title 32 of the Colorado Revised Statutes, ("C.R.S."), and was created on December 3, 2025 by Court Order

II. PURPOSE.

It is hereby declared that the Bylaws hereinafter set forth will serve a public purpose.

III. POLICIES OF THE BOARD.

It shall be the policy of the Board of Directors ("Board") of the District, consistent with the availability of revenues, personnel and equipment, to use its best efforts to provide the quality services as authorized under the District Service Plan or by law.

IV. BOARD OF DIRECTORS.

All powers, privileges and duties vested in, or imposed upon, the District by law shall be exercised and performed by and through the Board, whether set forth specifically or impliedly in these Bylaws. The Board may delegate to officers, employees, and agents of the District any or all administrative and ministerial powers.

Without restricting the general powers conferred by these Bylaws, it is hereby expressly declared that the Board shall have the following powers and duties:

- A. To confer upon any appointed officer or employee of the District the power to choose, remove or suspend employees or agents upon such terms and conditions as may seem fair, just and in the best interests of the District.
- B. To determine and designate, except as otherwise provided by law or these Bylaws, who shall be authorized to make purchases, negotiate leases for office space, and sign receipts, endorsements, checks, releases and other documents. The Board may, on a limited basis and by resolution, give the executive director or other appointed signatory the power to sign contracts and other official documents on behalf of the District.
- C. To create standing or special committees and to delegate such power and authority thereto as the Board deems necessary and proper for the performance of such committee's functions and obligations.
- D. To prepare or cause to be prepared financial reports, other than the statutory audit prepared by an independent auditor, covering each year's fiscal activities; and such reports shall be available for inspection by the public, as requested.

V. OFFICE

- A. **Business Office.** The principal business office of the District shall be at the law offices of Karp Neu Hanlon, located at 201 14th Street, Glenwood Springs, CO, 81601, until otherwise designated by the Board.
- B. **Establishing Other Offices and Relocation.** The Board, by resolution, may from time to time, designate, locate and relocate its executive and business office and such other offices as, in its judgment, are necessary to conduct the business of the District.

VI. MEETINGS

- A. **Regular Meetings.** Regular meetings of the Board shall be conducted at specific dates, times and locations as posted at the beginning of each calendar year, unless otherwise noticed and posted.
- B. **Meeting Public.** All meetings of the Board, other than executive sessions and social gatherings (which are intended to be social in purpose, not for the purpose of conducting public business, and therefore, not meetings of the Board), shall be open to the public. Meetings include any and all sessions of the Board, at which a quorum of the Board or three (3) or more Directors are expected to be in attendance for discussion of District business, either in person, telephonically, or electronically.
- C. **Board Member Notice of Meetings/Notice of Absence.** Section VI, subsection A, shall constitute formal notice of regular meetings to Board members, and no other notice shall be required to be given to the Board, other than the permanent posting. Written waivers of notice by Board members are not necessary. Any Board member who expects to be absent from all or a portion of a Board meeting must report such expected absence to all other Board Members and the Executive Director as soon as the Board member is reasonably aware of such expected absence, along with the reason for such absence.
- D. **Special Meetings.** Special meetings of the Board may be called by the President, the Vice President, or any two (2) Directors of the Board.
- E. **Notice of Special Meetings.** Notice of special meetings shall be provided to Directors by email, telephone, or United States Postal Service (USPS) not less than twenty-four (24) hours in advance. Notice delivered by USPS shall be deemed delivered at 5:00 p.m. on the third (3rd) day following the day on which it was deposited. Attendance by a Director at a regular or special meeting shall be deemed a waiver by the Director of the notice requirements of this subsection (E).
- F. **Public Notice & Posting.** Public Notice and an agenda for all meetings shall be posted not less than twenty-four (24) hours in advance as set forth in the Colorado Open Meetings Law. The District's webpage is designated for the posting of such notice pursuant to Section 24-6-401, C.R.S., Meeting Minutes will be posted on the District's webpage within 24 business hours after being approved by the Board. The documents below will be available on the District's webpage for the following timeframes:
 1. Adopted Budgets - The most recent 3 years of adopted budgets (once available) will remain posted on the District website at all times.

2. Board of Directors Notices, Agendas & Minutes - Notices, agendas, and minutes will remain posted on the District website at all times.
3. Annual Reports - The most recent 3 years of Annual Reports (once available) will remain posted on the District website at all times.
4. Transparency Notice - The most recent Transparency notice will remain posted on the District website at all times.

G. **No Informal Action by Directors/Executive Sessions.** All official business of the Board shall be conducted at regular or special meetings. Executive sessions may be called at regular or special meetings, and conducted according to the following guidelines:

1. Calling the Executive Session. The topic for discussion in the executive session shall be announced in a motion, and the specific statute that authorizes the executive session shall be cited. The matter to be discussed shall be described in as much detail as possible without compromising the purpose of being in the executive session. An affirmative vote of two-thirds of the quorum in attendance shall be required to go into executive session.
2. Conducting the Executive Session. No adoption of any proposed policy, position, resolution, rule, regulation, or formal action shall take place in an executive session. The discussion in executive session shall be limited to the reasons for which the executive session was called. An electronic record (such as an audio tape) of the actual contents of the discussion in the executive session shall be kept. No electronic or other record is necessary to be kept for any portions of the discussion which the District's attorney reasonably believes constitute attorney-client privileged communication. The attorney shall state on the electronic records when any portion of the executive session is not recorded as an attorney-client privileged communication or sign a statement to the same effect.
3. Records of Executive Sessions. The electronic record of any executive session, excluding sessions conducted per C.R.S 24-6-402(4)(b), shall be retained by the District for ninety (90) days from the date of the executive session and then destroyed. Electronic recordings of the executive session, or transcripts or other reproduction of the same, shall not be released to the general public for review under any circumstances, except as required by law.

H. **Adjournment and Continuance of Meetings.** When a regular or special meeting is for any reason continued to another time and place, notice need not be given of the continued meeting if the time and place of such meeting are announced at the meeting at which the continuance is taken, except as required by law. At the continued meeting, any business may be transacted which could have been transacted at the original meeting.

I. **Meetings.** Notwithstanding any other provisions in this Section 6, emergency meetings may be called, without notice if notice is not practicable, by the President, Vice President, or any two (2) Directors of the Board in the event of a declared emergency that requires the immediate action of the Board in order to protect the public health,

safety, welfare and property of the residents and visitors of the District. Emergency Meetings are permitted to be conducted virtually. If possible, notice of such emergency meeting may be given to the Board by telephone, email, or whatever other means are reasonable to meet the circumstances of the emergency. At such emergency meeting, any action within the power of the Board that is necessary for the immediate protection of the public health, safety, welfare or property of the residents and visitors of the District may be taken; provided, however, that any action taken at an emergency meeting shall be effective only until the first to occur of:

1. the next regular meeting, or
2. the next special meeting of the Board at which the emergency issue is on the public notice of the meeting. At such subsequent meetings, the Board may ratify any emergency action taken. If any emergency action taken is not ratified, then it shall be deemed rescinded as of the date of such subsequent meeting, although the validity and effectiveness of the emergency action during its effective time shall not be invalidated. A declared emergency for purposes of this subsection (i) is an emergency within the District that has been declared by county or municipal government, the State of Colorado, the United States government, or any department or agency thereof, or the President, Vice President, or any two (2) Directors of the Board.

J. **Telephonic Attendance at Meetings.** A Director may attend a meeting by telephone (or other electronic means), so long as he or she is able to reasonably hear the comments from the audience and any comments and discussion among other Directors and staff, and the Directors and those in attendance are reasonably able to hear the Director attending telephonically and he or she is able to participate in the discussion.

VII. CONDUCT OF BUSINESS.

- A. **Quorum.** All official business of the Board shall be transacted at a regular or special meeting at which a quorum (majority) of the Directors shall be in attendance in person, telephonically, or electronically.
- B. **Vote Requirements.** Any action of the Board shall require the affirmative vote of a majority of the Directors in attendance and voting at a meeting properly called and at which a quorum is in attendance, except that to convene an executive session of the Board, a two-thirds affirmative vote is required.
- C. **Electronic Signatures.** In the event the signature(s) of one or more Directors of the Board or appointed signatories are required to execute a written document, contract, note, bond, deed, and/or other official papers of the District, and the appropriate individual(s) is unable to be physically present to sign said documentation, such individual or individuals are authorized to execute the documentation electronically via facsimile or email signature, unless said documentation provides otherwise. Any electronic signature so affixed to a document shall carry the full legal force and effect of any original, handwritten signature. Except as approved herein, this provision of these Bylaws shall not be interpreted as establishing District's consent or authorization to bind District to any transaction by the use of electronic records or electronic means. This provision is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act.

D. **Order of Business.** The business of all regular meetings of the Board shall be transacted, as far as practicable, in the following order, and the agenda for such meetings shall describe in as much detail as is possible the topics planned for discussion within each category:

1. Changes to Agenda;
2. Approval (or approval, as modified) of the Minutes of the previous meeting;
3. Public comment (for matters not otherwise on the Agenda/three-minute time limit/no disrupting, pursuant to§ 18-9-108, C.R.S.);
4. Unfinished business
5. New business;
6. Discussion/Direction
7. Executive Session, if needed; and
8. Adjournment.

E. **Public Conduct at Meetings.** Comments by members of the public shall generally be made only during the "Public Input" portion of the meeting and may be limited to three (3) minutes per individual. The Board will enforce a 30-minute total cap for each topic that members of the public comment on, even if commenting separately. Each member of the public wishing to speak may be asked to fill out a form indicating name, address, and agenda item to be addressed. Additional public comments or questions may be entertained by the Board during other portions of the Board meeting. Disorderly conduct, harassment, or obstruction of or interference with meetings by physical action, verbal utterance, nuisance or any other means are hereby prohibited and constitute a violation of District rules. Such conduct may result in removal of person(s) responsible for such behavior from the meeting and/or criminal charges filed against such person(s). To the extent such occurrences arise and the person(s) responsible refuses to leave the premises, law enforcement authorities will be summoned. Prosecution will be pursued under all applicable laws, including without limitation Sections 18-9-108, C.R.S. (disrupting lawful assembly), 18-9-110, C.R.S. (public buildings - trespass, interference), and/or 18-9-117, C.R.S. (unlawful conduct on public property). Law enforcement may be requested to attend meetings at any time in which the Board believes their presence will be an asset to the keeping of peace and the conducting of public business. Emergency Services will be called at any time that the Board or staff feels threatened or endangered during a public meeting.

F. **Minutes.** Within a reasonable time after passage, all votes, resolutions, motions and minutes of Board meetings shall be recorded in a visual text format that may be transmitted electronically and kept for that purpose and shall be attested by the Recording Secretary. Such records shall be the official record of Board meetings. Minutes of regular meetings shall be available for public review as soon as practicable following acceptance of the minutes by adoption of a motion of the Board. Executive sessions shall be electronically recorded on audio tape or other electronic media, and such electronic recording or reproduction of the same shall be kept separate from

minutes of regular sessions as described in Section 6.e of these Bylaws and shall not be open to the public except as required by law. Draft minutes are considered work products under the Colorado Open Records Act and are not available to the public until discussed by the Board in a public meeting.

G. **Resolutions.** Official action of the Board may be taken in an open meeting through the adoption of a resolution. Such resolutions are adopted by the Board reading the resolution number and title. Once it is adopted, the resolution will be attached and posted in the meeting's approved minutes.

VIII. DIRECTORS, OFFICERS AND PERSONNEL

A. **Director Qualifications and Terms.** Directors shall be electors of the District. The term of each Director shall be determined by relevant statutory provisions and conducted in the manner prescribed by Articles 1 through 13.5, Title 1, and Part 8, Article 1, Title 32, C.R.S.

B. **Faithful Performance Bonds.** Each Director shall furnish, at the expense of the District, an individual, schedule or blanket surety bond or crime insurance in the sum of not less than \$1,000 each, conditioned upon the faithful performance of the duties of his/her office. In addition, the Treasurer shall furnish, at the expense of the District, a corporate fidelity bond or crime insurance in a sum of not less than \$5,000, conditioned upon the faithful performance of the duties of his/her office.

C. **Director's Performance of Duties.** A Director of the District shall perform all duties of a Director, including duties as a member of any committee of the Board upon which the Director may serve, in good faith, in a manner which the Director reasonably believes to be in the best interests of District residents, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing the Director's duties, the Director shall be entitled to rely upon information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by persons and groups listed in subparagraphs 1, 2 and 3 of this subsection c. The Director shall not be considered to be acting in good faith if he/she has knowledge concerning the matter in question that would cause such reliance to be unwarranted. As part of the fiduciary obligation, Board Members have a duty to keep confidential information confidential (i.e., discussions held in Executive Session or communications with the District's attorney). This protects both the District and the Board. A person who so performs the Director's duties shall not have any liability by reason of being or having been a Director of the District. Those programs and groups upon whose information, opinions, reports, and statements a Director is entitled to rely are:

1. One (1) or more officers or employees of the District whom the Director reasonably believes to be reliable and competent in the matters presented;
2. Legal counsel, public accountants, or other persons as to matters which the Director reasonably believes to be within such persons' professional knowledge or expertise; and
3. A committee of the Board upon which the Director does not serve, duly designated in accordance with the provisions of these Bylaws, as to matters

within the committee's designated authority, which committee the Director reasonably believes to merit confidence.

- D. **Oath of Office.** Each Director of the Board, before assuming the responsibilities of his or her office, shall take and subscribe an oath of office in the form prescribed by law.
- E. **Election of Officers.** The Board shall elect from its membership a President, Secretary, Treasurer, and Vice President who shall be the officers of the Board and of the District.. The officers shall be elected by a majority of the Directors in attendance at a public meeting set for this and any additional purpose. The Board may, from time to time, appoint an acting officer in the absence of any individual officer. The election of the officers shall be conducted annually and will be reviewed during the May regular Board of Directors meeting each year. Each officer so elected shall serve for a term of one (1) year, or as otherwise directed by the Board. Under any circumstance, the term shall continue until the election of his/her successor.
- F. **Vacancies.** Any vacancy occurring on the Board shall be filled by an affirmative vote of a majority of the remaining Directors, as prescribed by law, with the appointee to serve until the next biennial election, as prescribed by statute. The appointed individual must meet the statutorily prescribed qualifications for Directors and shall serve until the next regular election.
- G. **Resignation and Removal.** Directors may be removed from office only by death, disability, recall, or as otherwise prescribed by statute. Any Director may resign at any time by giving written notice to the Board, and acceptance of such resignation shall not be necessary to make it effective, unless the notice so provides.
- H. **Chair and President.** The President of the District shall preside as the Chairperson of the Board. The President is authorized to sign all contracts, deeds, notes, debentures, warrants and other instruments on behalf of the District.
- I. **First Vice President.** In absence of the President, the First Vice President, or in the absence of the First Vice President, the Second Vice President, shall preside at all meetings. The First Vice President shall have the authority to make all management or administrative decisions regarding District matters. The First Vice President is also authorized to sign all contracts, deeds, notes, debentures, warrants, checks, and other instruments on behalf of the District.
- J. **Secretary.** Unless a Recording Secretary is appointed by the Board, the Secretary shall be responsible for the records of the District, and/or appointing a Recording Secretary.
 - 1. **Recording Secretary.** The Board shall have the authority to appoint a Recording Secretary, who need not be a member of the Board. The Recording Secretary's responsibilities may include recording all votes at Board Meetings, composing a record of the proceedings of the Board in a visual text format that may be transmitted electronically and kept for that purpose, which shall be an official record of the Board, and performing all duties incidents to that office. The Recording Secretary shall be the designated election official of the District and the custodian of the seal of the District, unless otherwise determined by the Board. The Recording Secretary shall have the authority to affix such seal to and attest all contracts and instruments authorized to be executed by the Board.

The recording secretary shall not be required to take an oath of office, nor shall the recording secretary be required to post a performance bond.

- K. **Treasurer.** The Treasurer shall be authorized to invest or- cause to be invested all surplus funds or other available funds of the District in permitted investments authorized by law or as specified by the Board. The Treasurer shall preside as chairperson of the Budget Committee and of the Audit Committee. The Treasurer shall keep, or cause to be kept, strict and accurate accounts of all money received by and disbursed for and on behalf of the District in permanent records. The Treasurer shall be a co-signer on all external purchasers that exceed the amount of \$2000.00. The Treasurer grants the Executive
- L. **Additional Duties.** The officers of the Board shall perform such other duties and functions as may from time to time be required by the Board, by these Bylaws or the rules and regulations of the District, by law, or by special exigencies, which shall later be ratified by the Board.
- M. **Executive Director.** The Board may hire an executive director to serve for such term and upon such conditions, including compensation, as the Board may establish. Such executive director shall have general supervision over the administration of the affairs, employees and business of the District and shall be charged with the hiring and discharging of employees and the management of District properties. Such executive director shall have the care and custody of the general funds of the District and shall deposit or cause to be deposited the same in the name of The District in such banks or savings associations as the Board may select. Such executive director will approve all vouchers, orders and checks for payment, and shall keep or cause to be kept regular books of account of all District transactions and shall obtain, at the District's expense, such bond for the faithful performance of the Board's duties as the Board may designate. The Executive Director shall also have authority to sign contracts on behalf of the District. The Board may delegate such powers and duties to the executive director as it deems appropriate.
- N. **Personnel Selection and Tenure.** The selection of agents, employees, engineers, accountants, special consultants and attorneys of the District by the Board will be based upon the relative qualifications and capabilities of the applicants and shall not be based on political services or affiliations. Agents and employees of the District shall hold their offices at the pleasure of the Board. Contracts for professional services of engineers, accountants, special consultants and attorneys may be entered into on such terms and conditions as may seem reasonable and proper to the Board.

IX. FINANCIAL ADMINISTRATION.

- A. **Fiscal Year.** The fiscal year of the District shall commence on January 1st of each year and end on December 31st.
- B. **Budget.** On or before October 15th of each year, the executive director together with the finance director shall prepare and submit to the Board a proposed budget for the ensuing fiscal year. Such proposed budget shall be accompanied by a statement which shall describe the important features of the budget plan and by a general summary wherein shall be set forth the aggregate features of the budget in such a manner as to show the balanced relations between the total proposed expenditures and the total

anticipated income or other means of financing the proposed budget for the ensuing fiscal year, as contrasted with the corresponding figures for the last completed fiscal year and the current fiscal year. The proposed budget shall be supported by explanatory schedules or statements classifying the expenditures contained therein by services, subjects and funds. The anticipated income of the District shall be classified according to the nature of receipts.

- C. **Notice of Budget.** Upon receipt of the proposed budget, the Board shall cause to be published a notice that the proposed budget is open for inspection by the public at the District's business office; that the Board will consider the adoption of the proposed budget at a public hearing on a certain date; and that any interested elector may inspect the proposed budget and file or register any objections thereto at any time prior to its final adoption. Such notice shall be posted or published in substantial compliance with law.
- D. **Adoption of Budget.** On the day set for consideration of such proposed budget, the Board shall review the proposed budget and revise, alter, increase or decrease the items as it deems necessary in view of the needs of the District and the probable income of the District. The Board shall then adopt a budget, either during the budget hearing or at a later date and time to be set by the Board, setting forth the expenditures to be made in the ensuing fiscal year. The Board shall provide for sufficient revenues to finance budgeted expenditures with special consideration given to the proposed ad valorem property tax levy.
- E. **Filing of Budget.** On or before January 30th of each year, the Board shall cause a certified copy of such budget to be filed with the Division of Local Government in the Colorado Department of Local Affairs.
- F. **Appropriating Resolution.**
 - 1. At the time of adoption of the budget, the Board shall enact a resolution making appropriations for the ensuing fiscal year. The amounts appropriated thereunder shall not exceed the amounts fixed therefore in the adopted budget.
 - 2. The income of the District, as estimated in the budget and as provided for in the tax levy resolution and other revenue and borrowing resolutions, shall be allocated in the amounts and according to the funds specified in the budget for the purpose of meeting the expenditures authorized by the appropriation resolution.

The Board may make an appropriation to and for a contingent fund to be used in cases of emergency; future replacements of major capital assets, where the Board finds that, (i) the total cost of the needed replacement is of a material amount as determined by the Major Capital Asset Replacement Reserve Policy, (ii) the need for the replacement is probable, and (iii) the total cost of the replacement can be reasonably estimated; or other unforeseen contingencies.
- G. **No Contract to Exceed Appropriation.** The Board shall have no authority to enter into any contract, or otherwise bind or obligate the District to any liability for payment of money for any purposes, for which provision is not made in an appropriation resolution, including any legally authorized amendment thereto, in excess of the amounts of such

appropriation for that fiscal year. Any contract, verbal or written, contrary to the terms of this Section shall be void and no District funds shall be expended in payment of such contracts.

H. Contingencies.

1. In cases of emergency caused by a natural disaster, public enemy, or other contingency which could not reasonably have been foreseen at the time of the adoption of the budget, the Board may authorize the expenditure of funds in excess of the budget by resolution duly adopted by a two thirds vote of the Board. Such resolution shall set forth in full the facts concerning the emergency and shall be included in the minutes of such meeting.
2. If so enacted, a copy of the resolution authorizing additional expenditures shall be filed with the Division of Local Government in the Colorado Department of Local Affairs and shall be published in compliance with statutory requirements.

I. Payment of Contingencies.

1. If there is unexpended or uncommitted money in funds other than those to which the emergency relates, the Board shall transfer such available money to the fund from which the emergency expenditure is to be paid.
2. To the extent that transferable funds are insufficient to meet the emergency appropriation, the Board may borrow money through (a) the issuance of tax anticipation warrants, to the extent that the mill levy authority of the District is available as provided by law, (b) the issuance of bond anticipation notes payable from future bond proceeds or operating revenue, or (c) any other lawful and approved method.

J. Annual Audit.

1. The Board shall cause an annual audit (or exemption from audit) to be made at the end of each fiscal year of all financial affairs of the District through December 31st of such fiscal year. The audit report must be submitted to the Board within six (6) months of the close of such fiscal year or as otherwise provided by law. Such an audit shall be conducted in accordance with generally accepted auditing standards by a registered or certified public accountant, who has not maintained the books, records and accounts of the District during the fiscal year. The auditor shall prepare, and certify as to its accuracy, an audit report, including a financial statement and balance sheet based on such audit, an unqualified opinion or qualified opinion with explanations, and a full disclosure of any violation of Colorado law pursuant to statutory requirements.
2. There shall be a permanent Audit Committee composed of the Treasurer and one (1) other member of the Board appointed by the President, and staff as determined necessary by the Board. The Audit Committee shall be responsible for the oversight of the work of any independent accountants appointed by the Board and engaged for the purpose of preparing or issuing an independent audit report or performing other independent audit, review or attest services for the District. The Audit Committee may, as necessary and to the extent of its

ability, provide independent review and oversight of the District's financial reporting processes, internal controls and independent auditors. All accountants thus engaged shall report directly to the Audit Committee.

3. A copy of the audit report shall be maintained by the District as a public record for public inspection at all reasonable times.
4. A copy of the audit report shall be forwarded to the State Auditor or other appropriate State official pursuant to statutory requirements.
5. Notwithstanding the foregoing audit requirements, the Board may file for an application for exemption from audit if the statutory criteria are met.

X. CORPORATE SEAL.

THE SEAL OF THE DISTRICT SHALL BE A CIRCLE CONTAINING THE NAME OF THE DISTRICT AND SHALL BE USED ON ALL DOCUMENTS AND IN SUCH A MANNER AS SEALS GENERALLY ARE USED BY PUBLIC AND PRIVATE CORPORATIONS. THE SECRETARY SHALL KEEP, OR CAUSE TO BE KEPT, THE SEAL AND SHALL BE RESPONSIBLE FOR ITS SAFEKEEPING AND CARE.

XI. DISCLOSURE OF CONFLICT OF INTEREST.

A potential conflict of interest of any Director is required to be disclosed in accordance with State law, particularly 24-18-109(3), C.R.S., and Sections 18-8-308, C.R.S.

A. Any Board Member who has a known potential conflicting interest with any matter proposed or pending before the Board must:

1. Disclose the conflict to the Board and to Secretary of State at least 72 hours in advance of the meeting;
2. Refrain from voting on the matter (see exception below); and
3. Refrain from attempting to influence others' vote on the matter.

However, the conflicted Board Member may vote (without attempting to influence the decisions of others) only if their vote is necessary to obtain a quorum or enable the Board to act and written disclosure has been completed as set forth herein.

B. **Prescribed Acts Constituting a Conflict of Interest.** Described in C.R.S. 24-18-104,-109,-201,-202 in detail, and generally fit into the following categories:

1. Having a personal financial interest in a contract or other award of benefit. A personal financial interest occurs in a transaction with an entity when the director is either a director, general manager, president, or other CEO level position or owns or controls a substantial interest in the subject entity;
2. Accepting gifts or services of substantial value of substantial economic benefit;

3. Representing an entity before the Board; or
4. Being interested in a contract made by the Board in its official capacity, unless such contract is awarded to the lowest responsible bidder based on competitive bidding procedures or other unusual circumstances described by law exist.

C. **Effect of Conflict of Interest.** Failing to disclose a conflict of interest is a criminal offense (class 2 misdemeanor) according to C.R.S. 18-8-308. It also could void or invalidate the Board action taken. A director with a known potential conflicting interest should always disclose such potential conflicting interest in writing. It has been the policy of the Board of Directors that where other matters which may lead to an appearance of conflict, while not an actual conflict of interest described herein, should be disclosed during discussion of an item on the Agenda where the appearance of conflict may exist.

XII. COMPENSATION.

Each Director shall receive the maximum compensation authorized by statute, unless otherwise determined by the Board. No Director shall receive compensation as an employee of the District, except as may be provided by statute.

XIII. INDEMNIFICATION OF DIRECTORS AND EMPLOYEES.

The District shall defend, hold harmless and indemnify any Director officer, agent, or employee of the District, whether elective or appointive, against any tort or liability, claim or demand, without limitation, arising out of any alleged act or omission occurring during the performance of official duty, as more fully defined by law or by an indemnification resolution, if any. The provisions of this Section shall be supplemental and subject to and, to the extent of any inconsistency therewith, shall be modified by the provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S.

XIV. BIDDING AND CONTRACTING PROCEDURES.

Except in cases in which the District will receive aid from a government agency, a notice shall be published for bids on all construction contracts for work or materials, or both. The Board may reject any and all bids, and if it appears that the District can perform the work or secure material for less than the lowest bid, it may proceed to do so in accordance with law. Notwithstanding the foregoing, the District may award an integrated project delivery contract pursuant to Section 32-1-1801, et seq., C.R.S. upon (i) the determination of the Board that integrated project delivery represents a timely, cost-effective or best-value alternative for a project; (ii) publication of a request for qualifications and/or request for proposals; and (iii) compliance with Sec. 18 of Article 1, Title 32, C.R.S. All other statutory requirements relating to performance bonds, retainage, and similar matters shall also be complied with. An agency can obtain best value in negotiated acquisitions by using any one or a combination of source selection approaches.

XV. RECORDS MANAGEMENT.

The District shall comply with, and adopt and maintain policies as necessary for compliance with, applicable records retention, destruction, and disclosure requirements, including the Colorado

Open Records Act, State Archives and Public Records Law, and various consumer privacy legislation. The executive director or his or her designee is hereby designated as the Official Custodian of Records pursuant to the Colorado Open Records Act. In the event there is any question as to whether the District is permitted to comply with a Colorado Open Records Act request, the Custodian of Records shall forward such request to the District's legal counsel. Copies of records shall be furnished at a cost of twenty-five cents (\$.25) per standard 8.5 inch by 11-inch black and white page. The charge for providing a copy, printout or photograph of a public record in a format other than a standard page will be assessed at the actual cost of production. Additionally, in those cases where the location or existence of specific documents must be researched and the documents must be retrieved, sorted or reviewed for applicability to the request, and such process requires more than one (1) hour of staff time, the Custodian will charge a research and retrieval fee and deposit based on the estimated amount of time required to retrieve the records. The fee per hour will be determined based on the Secretary of State approved rate. EPRD will require a deposit of 25% of the estimated cost for retrieval prior to beginning retrieval process. The Custodian will not impose a charge for the first hour of time expended in connection with the research and retrieval of public records. The fees and charges stated in this Section 15 will automatically be increased to the maximum amounts allowed by law without additional Board action. The District will provide records to the requestor within 3 working days, or will give written notice (within 3 working days) that "extenuating circumstances" exist, which extends the response period by an additional 7 working days, per 24-72-203(3)(b), C.R.S.

XVI. MODIFICATION OF BYLAWS.

These Bylaws may be altered, amended or repealed at any regular or special meeting of the Board to become effective immediately or at a subsequent date.

XVII. SEVERABILITY.

If any part or provision of these Bylaws is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of these Bylaws.

XVIII. TERMINATION OF PRIOR BYLAWS.

These Bylaws amend, supersede, and replace in their entirety all prior Bylaws, and any amendments thereto, previously adopted by the Board of Directors.