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RESOLUTION NO. 26-144

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

RESOLUTION APPROVING SECOND AMENDED INTERGOVERNMENTAL AGREEMENT BETWEEN EL PASO COUNTY, COLORADO, AND TELLER COUNTY, COLORADO, FOR THE ESTABLISHMENT OF A CONSORTIUM EXECUTIVE BOARD FOR IMPLEMENTATION OF A WORKFORCE DEVELOPMENT SYSTEM PURSUANT TO THE WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014

WHEREAS, Article XIV, Section 18, of the Colorado Constitution, and C.R.S. § 29-1-201, *et seq.*, provide for, and encourage, political subdivisions of the State of Colorado to make the most efficient and effective use of their powers and responsibility by cooperating and contracting with each other; and

WHEREAS, the Pikes Peak workforce investment area designated under the Workforce Investment Act of 1998, (WIA) Pub.L. 105–220, 112 Stat. 936, 29 U.S.C. § 2801, *et seq.* is comprised of Teller and El Paso Counties; and

WHEREAS, El Paso and Teller Counties created a consortium on February 26, 1998 for implementation of programs, services and activities; and

WHEREAS, in 2014, the Congress of the United States enacted the Workforce Innovation and Opportunity Act ("WIOA"), replacing WIA (29 U.S.C. § 49, *et seq.*) and the Rehabilitation Act of 1973; and

WHEREAS, WIOA Section 107 and 20 CFR § 679.310 encourages local workforce areas which are comprised of more than one unit of general local government to execute an agreement describing their responsibilities; and

WHEREAS, El Paso and Teller Counties wish to continue the Agreement in order to continue to oversee programs, services and activities under WIOA and to execute their responsibilities under WIOA.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of El Paso County, Colorado, hereby approves the Second Amended Intergovernmental Agreement Between El Paso County, Colorado, and Teller County, Colorado, for the Establishment of a Consortium Executive Board for Implementation of a Workforce Development System Pursuant to the Workforce Innovation and Opportunity Act of 2014, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that Carrie Geitner, Chair of the Board of County Commissioners, or Lauren Nelson, Vice Chair, be and is hereby appointed and authorized to execute all reasonable and necessary documents on behalf of the Board in order to complete the transaction described herein.

DONE THIS 5th day of May, 2026 at Colorado Springs, Colorado.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

By: _____
Steve Schleiker
El Paso County Clerk and Recorder

By: _____
Carrie Geitner, Chair

Resolution No. 26-144
Exhibit A

Second Amended Intergovernmental Agreement Between El Paso County, Colorado and Teller County, Colorado for the Establishment of a Consortium Executive Board for Implementation of a Workforce Development System Pursuant to the Workforce Innovation and Opportunity Act of 2014

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement,") is made and entered into this 5th day of May, 2026, by and between the Board of County Commissioners of Teller County, Colorado ("Teller") and the Board of County Commissioners of El Paso County, Colorado ("El Paso").

WHEREAS, Article XIV, Section 18, of the Colorado Constitution, and C.R.S. § 29-1-201, *et seq.*, provide for, and encourage, political subdivisions of the State of Colorado to make the most efficient and effective use of their powers and responsibility by cooperating and contracting with each other; and

WHEREAS, the Pikes Peak workforce investment area designated under the Workforce Investment Act of 1998, (WIA) Pub.L. 105–220, 112 Stat. 936, 29 U.S.C. § 2801, *et seq.* is comprised of Teller and El Paso Counties; and

WHEREAS, El Paso and Teller Counties created a consortium on February 26, 1998 for implementation of programs, services and activities; and

WHEREAS, in 2014, the Congress of the United States enacted the Workforce Innovation and Opportunity Act ("WIOA"), replacing WIA (29 U.S.C. § 49, *et seq.*) and the Rehabilitation Act of 1973; and

WHEREAS, WIOA Section 107, and 20 CFR 679.310 encourages local workforce areas which are comprised of more than one unit of general local government to execute an agreement describing their responsibilities; and

WHEREAS, El Paso and Teller Counties wish to continue the Consortium Agreement in order to continue to oversee programs, services and activities under WIOA and to execute their responsibilities under WIOA.

NOW, THEREFORE, the Parties, based on the mutual promises and considerations below, agree as follows:

Section 1: Creation of the Consortium.

A. Purpose of Consortium. The Consortium is established for the purpose of executing the responsibilities assigned to the chief local elected officials under WIOA.

B. **Area Served by the Consortium.** The geographic area served under this Agreement includes the entire boundaries of El Paso and Teller Counties.

C. **Designation**. The Teller/El Paso County service delivery area has been designated as a local service area entitled to receive grant funds under WIOA. It is intended that this designation remain in place, subject to appropriate renewals, for the duration of this Agreement.

D. **Responsibility of the Parties.** Both Teller and El Paso accept *pro rata* responsibility for the operation and success of programs and services implemented under this Agreement. The Parties retain the final right and responsibility for overall program operation and evaluation, decision to reprogram funds and for the expenditure and overall use of funds.

Section 2: Definitions.

For purposes of this Agreement, the following definitions shall apply:

A. **"Chief Elected Official"** means, with respect to the Consortium Executive Board, created under this Agreement, the Chair or Vice Chair, in the absence of the Chair, who is designated and authorized to execute all responsibilities of the chief elected official under WIOA.

B. **"Consortium"** means the entity established by El Paso and Teller Counties' Boards of County Commissioners through this Intergovernmental Agreement for the joint implementation, operation and sponsorship of funds, programs and services for the One-Stop Career Center and related employment and job training programs.

C. **"Consortium Executive Board"** means the Board consisting of two commissioners from the El Paso County Board of County Commissioners and one commissioner from the Teller County Board of County Commissioners formed under this Agreement. The Consortium Executive Board is the grant recipient authorized to act with respect to WIOA and related workforce grants.

D. **"Master Agreement"** means the agreement between the Consortium Executive Board and the State of Colorado governing grant conditions and terms.

E. **"Service Area"** means the entire boundaries of El Paso and Teller Counties.

F. **"Workforce Development Board"** means the Pikes Peak Workforce Development Board ("WDB") appointed by the Consortium Executive

Board to conduct statutory functions under WIOA.

Section 3: <u>The Consortium.</u>

A. **Appointments to the Consortium Executive Board.** The El Paso Board of County Commissioners shall be responsible for appointment of two (2) Commissioners to the Executive Board and the Teller Board of County Commissioners shall be responsible for the appointment of one (1) Commissioner to the Executive Board.

B. **Fiscal and Administrative Entity.** El Paso County shall act as the fiscal agent and shall provide administrative and staff services to the Consortium Executive Board.

Section 4: <u>The Consortium Executive Board.</u>

A. **Formation.** There is hereby established a Consortium Executive Board consisting of two commissioners from the El Paso County Board of County Commissioners and one commissioner from the Teller County Board of County Commissioners. The Executive Board may appoint additional non-voting *ex-officio* membership as it sees fit.

B. **Functions.** The Consortium Executive Board shall:

1. Be designated to authorize the Consortium Executive Board's Chair to act on behalf of the Consortium as Chief Elected Official in workforce related matters.
2. Be responsible for requesting local area designation as appropriate and timely.
3. Create bylaws with respect to the WDB appointment process.
4. Oversee workforce policy decisions and activities, with authority over the following:

    a) The ability to contract with the WDB;
    b) Oversight and monitoring of expenditures, based on the accounting method used by El Paso County Budget Administration, including the ability to conduct an independent audit and the ability to take action to comply with audits;
    c) Approval of the Master Agreement and amendments substantially altering the Master Agreement;
    d) Grant Recipient. The Consortium Executive Board is designated as the grant recipient;
    e) Acceptance of grants, gifts, or other types of financial assistance as allowed by law;
    f) Final approval authority for all agreements and expenditure authorizations implementing the Master Agreement and annual plans;

g) Final approval authority for amendments to the Master Agreement which do not add new plans or substantially alter the Master Agreement or annual plans;
h) The manner in which any program income, fee for services or surplus funds may be expended and reported;
i) Composition, membership appointments, and organizational approval of any advisory or partnership bodies to the Consortium Executive Board, if applicable;
j) Development of policies and procedures and/or administrative rules to effectively carry out the Consortium's policies and decisions so long as they do not conflict with federal and state rules and regulations, or impinge upon powers granted to the WDB; and
k) Final approval authority for the Consortium Executive Board's Bylaws. Initial Consortium Executive Board Bylaws are attached as *Exhibit 1*.

5. The Consortium Executive Board shall consult with the Governor on the following:

    a) Reorganization or decertification of the WDB;
    b) Designation of the local area;
    c) Designation of regions;
    d) Establishment and operation of the fiscal and management accountability information system;
    e) Criteria for certifying one-stop centers;
    f) Equitable and stable infrastructure funding for the one-stop system;
    g) The local allocation formula for adult, dislocated worker and youth funds; and
    h) Requests for waivers of statutory and regulatory requirements under WIOA.

6. The Consortium Executive Board shall make the following information or documents available to the public online:

    a) WDB membership and member affiliation;
    b) Their meeting minutes;
    c) The four year plan and modifications to the plan prior to their submission to the State;
    d) The designation and certification of one-stop operators;
    e) The process and selection of one-stop operators;
    f) The award of contracts to providers; and
    g) The process and decision to allow the WDB to serve as the one-stop operator, if applicable.

7. The Consortium Executive Board shall share joint responsibility with the WDB for the following:

a) Approval of non mandatory one-stop partners;
b) Commenting on the State Plan;
c) Negotiating local and regional performance measures;
d) Entering into regional planning as appropriate;
e) Setting policy for the local area;
f) Entering into an agreement regarding their roles and responsibilities;
g) Working with the Governor in the event of a disaster;
h) Approval of the four year WIOA plan and any modifications thereto;
i) Developing two year modifications to the local plan;
j) Providing oversight over the one-stop system, youth programs and funds allocated to the local workforce area;
k) Approval of investments in youth programs and adult and dislocated worker activities;
l) Oversight of the one-stop system and approval of the use and management of one-stop, adult, dislocated worker, and youth funds;
m) Assuring the use and management of funds to maximize performance;
n) Selection as well as termination for cause of the one-stop operator;
o) To the extent allowable under WIOA and in accordance with the mutual determination of the local board and the Consortium Executive Board, El Paso County may deliver career services, youth services and other related workforce services as may be funded under WIOA and other related workforce grants;
p) Developing the WDB budget;
q) Deciding on use of non-federal funds;
r) Appealing a Governor's decision to reorganize;
s) Developing and entering into memoranda of understanding with the one-stop partners; and
t) Negotiating infrastructure costs.

C. **Appointment and Term(s) of Board Members.** Consortium Executive Board Members shall serve at the pleasure of their respective Boards of County Commissioners and shall not be subject to term limits. Under no circumstances shall an individual who is not a commissioner serve as a voting Executive Board Member.

Section 6: <u>Termination.</u>

This Agreement shall have a duration of at least equal to the longest time period of grants received under this Agreement. Otherwise, either County may terminate this Agreement with or without cause, by giving the other at

least three (3) months' written notice. Upon termination, unexpended funds subject to grant conditions will be returned to the Counties *pro rata* for use in accordance with such conditions. Any other unexpended funds and any property in possession of the Consortium Executive Board will be returned to the County that provided the funds or property.

Section 7: Amendment.

This Agreement may be amended upon written agreement of both Boards of County Commissioners.

WITNESS the signatures of the authorized representatives to the Parties to this Agreement, as set forth below.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
County Clerk and Recorder

By: _____
Carrie Geitner, Chair

APPROVED AS TO FORM:

OFFICE OF THE COUNTY ATTORNEY
EL PASO COUNTY, COLORADO

_____
Kenneth Hodges, El Paso County Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF TELLER COUNTY, COLORADO

By: _____
County Clerk and Recorder

By: _____
Erik Stone, Chair

APPROVED AS TO FORM:

TELLER COUNTY ATTORNEY

_____
Paul Hurcomb, Teller County Attorney

Exhibit 1

BYLAWS OF THE CONSORTIUM EXECUTIVE BOARD

The counties of El Paso and Teller through the El Paso County and Teller County Boards of Commissioners Consortium ("Consortium") have formed the Consortium Executive Board ("Board").

ARTICLE I. PURPOSE AND AUTHORITY

The functions of the Board include but are not limited to, responsibility for administrative matters, supervision of the One-Stop Career Center, supervision of the One-Stop Operator, appointment and removal of Workforce Development Board ("WDB") members, approval of plans and contracts developed in conjunction with the WDB, approval of all agreements and expenditure authorizations implementing the Master Agreement and annual plans, approval of amendments to the Master Agreement to the extent such amendments do not add new plans or substantially alter the Master Agreement and plans, and audit compliance.

ARTICLE II. LOCATION OF OFFICE

The principal office of the Board shall be located within the boundaries of either El Paso County or Teller County, as designated by the Board.

ARTICLE III. BOARD MEMBERS

A. **Number and Appointment Criteria.** The Board shall consist of two members of the El Paso County Board of County Commissioners and one member of the Teller County Board of County Commissioners. The Board may appoint additional non-voting *ex-officio* members as it deems fit.

B. **Vacancies.** Any vacancies on the Board shall be filled by a Commissioner from the appointing Commission within thirty (30) days of the creation of the vacancy. No Board Member may serve past the expiration of his or her term in office as County Commissioner.

C. **Removal.** Board Members serve at the pleasure of the appointing Commission. Any Board Member may be removed from the Board by the appointing Commission of such Board Member to the Board.

D. **Compensation.** Pursuant to C.R.S. § 30-2-102, Commissioners serving as Board Members will not receive additional compensation for their service on the Board.

E. **Administration.** Pursuant to the Intergovernmental Agreement Between El Paso County, Colorado and Teller County, Colorado for the Establishment of a Consortium Executive Board for Implementation of a Workforce Development System Pursuant to the

Workforce Innovation and Opportunity Act of 2014, El Paso County is designated to provide fiscal and administrative services to the Board.

F. **Alternate Board Members.** Each appointing Commission may also name an Alternate Board Member to attend meetings if the primary Board Member is unavailable or has a conflict of interest, and shall designate such Alternate Board Member in writing to the Board. The Alternate Board Member may act as the Commission's Board Member in the absence or unavailability of that Commission's designated Board Member. When acting as a Board Member, the Alternate Board Member shall be deemed to be a Board Member.

G. **Conflicts of Interest.** Board Members may not vote on any issue with respect to which the Board Member has a conflict of interest. Either Commission may name an Alternate Board Member to cure the temporary disqualification. The named Alternate Board Member may vote in place of the disqualified Member.

1. If the Board Member's participation is necessary to maintain a quorum or to otherwise enable the Board Member to act, he/she may participate if he/she complies with the following disclosure requirements:

   a. Disclose and summarize the nature of the interest prior to the matter being heard at the meeting/hearing.
   b. Disclose the interest in writing to the Secretary of State. C.R.S. § 24-18-110.

H. **Board Member and Alternate Board Member Voting; Proxies.** Each Board Member or their Alternate, as limited by Article III(F) above, shall be entitled to one vote. Voting by proxy shall not be permitted.

ARTICLE IV. OFFICERS

A. **Officers.** The Board shall elect the following officers at its first meeting, and thereafter, at the Board's annual meeting. Officers shall be elected by a majority vote of a quorum of the Board Members by an appropriate method as may be determined by the Chairperson. In no instance shall an Alternate Board Member serve as an officer. Initial officer designations shall carry over from the previously existing Pikes Peak Workforce Center Executive Board.

1. **Chairperson.** The Chairperson shall preside over all meetings of the Board and ensure that the meeting and debate are conducted in an orderly and expeditious manner. The Chairperson shall sign all contracts, agreements, and legal documents of the Board, and in general, shall perform all duties incident to the office of Chairperson. The Chairperson may place reasonable time limitations on debate and public testimony including discussion by Board Members.

2. **Vice Chairperson.** The Vice Chairperson shall assume the duties of the Chairperson in his/her absence.

3. **Secretary.** The Secretary shall direct El Paso County staff to keep a written or recorded record of the minutes of all meetings, ensure that all notices required by law are duly given and posted, serve as the custodian of Board records, shall attest to documents as the need arises, and perform such other functions as may be prescribed by the Board.

ARTICLE V. MEETINGS

A. **Place of Meetings.** The regular or special meetings of the Board shall be held at the place designated at the annual meeting or at any other place within the boundaries of the Consortium that a majority of the Board shall designate.

B. **Regular Meetings.** The Board shall schedule meetings as necessary for the purpose of transacting such business as may come before the Board.

C. **Notice of Meetings.** Notice of the regular and special meetings of the Board shall be as follows:

1. **Regular Meetings.** The time and place of regular meetings shall be set by the Board and written or electronic notice of the time and place shall be provided to the Board Members pursuant to subparagraph C(4) below and posted for the public at least twenty-four (24) hours prior to any regular meeting.

2. **Special Meetings.** Special meetings, including emergency special meetings of the Board, may be called either by the Chairperson or by two Board Members, and held at any time and in any place, subject to the following notice requirements:

a. To each Board Member by writing or electronic means pursuant to subparagraph C(4) below not less than twenty-four (24) hours prior to the time fixed for the meeting.

b. To the public by posting a notice of the meeting in the designated posting place, including specific agenda information, when possible, at least twenty-four (24) hours prior to the time fixed for the meeting.

3. **Special Emergency Meeting.** In case of an emergency, a special emergency meeting may be held by giving each Board Member and the public at least twenty-four (24) hours notice prior to the time fixed for the meeting. Such notice to Board Members may be by telephone or other electronic means.

4. **Methods of Notice.** Notice of regular and special meetings may be given to Board Members either by sending a copy of the notice through the United States mail, by fax, electronic mail, or other electronic means. If mailed, such notice shall

be deemed to be timely delivered when deposited in the United States mail properly addressed, with postage prepaid thereon, forty-eight (48) hours prior to the time of the meeting. If notice is given by fax or electronic mail, such notice shall be deemed to be delivered when the notice is delivered to the fax address or electronic mail address twenty-four (24) hours prior to the time of the meeting.

5. **Waiver of Notice.** A Board Member may verbally or in writing waive notice of any special meeting of the Board, either before, at, or after the meeting, and his/her waiver shall be deemed the equivalent of receiving timely notice. Attendance of a Board Member at a meeting shall constitute waiver of notice of that meeting unless he/she attends for the express purpose of objecting to the transaction of business because the meeting has not been lawfully called or convened.

D. Meeting Agenda. A written agenda shall be prepared by El Paso County staff for each meeting of the Board, who shall arrange to have it posted at least twenty-four (24) hours prior to the meeting at the designated posting locations as determined by the Board at its Annual Meeting. Best efforts shall be made so that the regular meeting agenda shall generally be prepared and sent by written or electronic means to all Board Members at least two (2) days prior to each regular meeting. The agendas for each regular and special meeting shall consist of items requested by the Chairperson or, in the absence of the Chairperson, the Vice Chairperson, the County staff assigned to the Board, the attorney(s) for the Board, or at least two (2) Board Members. Board Members shall submit requests for agenda items to the Chairperson or, in the absence of the Chairperson, the Vice Chairperson or County staff assigned to the Board. The agenda may be changed at a meeting by the Chairperson or by consensus of the Board Members present. The agenda may include changes, postponements or amendments thereto.

E. Executive Sessions. The Board may meet in executive session for any lawful purpose. The Chairperson shall poll Board Members, and, upon consent of two-thirds (2/3) of the Board Members present, may hold a closed executive session. If consent for the closed executive session is not given, the item may be discussed in open session or withdrawn from consideration. The reasons for going into executive session shall only be those allowed for a local public body under C.R.S. § 24-6-402, as amended.

F. Quorum and Voting. A majority of the Board Members appointed shall constitute a quorum of the Board for the transaction of business unless a different number is set by resolution of the Board at the Annual Meeting. The affirmative vote of a majority of a quorum of the Board shall be sufficient to conduct the business of the Board. The following governs the standards/procedures when voting:

1. Each Board Member is entitled to one vote.
2. All voting shall be by voice vote or roll call or written ballot as determined by the Chairperson.
3. Votes in favor shall be "aye" or "yes" and votes in opposition shall be "no".

4. No abstentions are allowed with the exception of a conflict. (see Article III., Section G. Conflicts of Interest) or need to refrain pursuant to paragraph F(8) below.
5. Voting shall be required to transact business.
6. A majority vote of a quorum present is required for approval or denial of a given issue.
7. In the event of a tie vote, the motion being voted on shall be deemed to have failed.
8. A Board Member or Alternate Board Member shall refrain from voting on any matter when he/she has not been present to hear and observe all evidence presented and accepted into the record.
9. It shall be improper for any Board Member to state the vote or sentiments of any absent Board Member.
10. Voting by proxy shall not be permitted.

If less than a quorum is present at a meeting, the Chairperson or another officer may determine that it is appropriate to consider information and take comments on items on the agenda, but the Board shall not take any actions. The Chairperson or another officer may adjourn the meeting to a different time and place, and in such case, the Chairperson shall notify absent Board Members of the time and place of such adjourned meeting.

G. **Telephone Participation.** The Board Members may participate in any meeting of the Board by means of a telephone conversation or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting. Any such telephone meeting shall conform to the Open Meetings Law, C.R.S. §§ 24-6-401, *et seq.*, as amended, including the provision of proper notice, as may be relevant, that the telephone participant(s) has access to the same information and evidence as those participating in person, and there is a facility to permit members of the public in attendance to hear all of the proceedings.

H. **Open Meetings Compliance.** The proceedings of the Board, including all regular, special, and emergency special meetings, shall comply with all applicable provisions of the Colorado Open Meetings Law, C.R.S. §§ 24-6-401, *et seq.*, as amended, and shall provide opportunities for public input by, at a minimum, permitting the public to address the Board in open meetings. At the Annual Meeting of the Board, the Board shall make designations to comply with C.R.S. § 24-6-402, of the Open Meetings Law. Meeting notice/agenda for Board and any committee meetings shall be posted at least twenty-four (24) hours prior to the meeting.

I. **Annual Meeting/Sunshine Act Compliance.** The Board's first meeting of each year shall be its Annual Meeting. At the Annual Meeting, the Board shall designate the following to comply with the Colorado Sunshine Act of 1972, specifically, the Open Meetings Law, C.R.S. §§ 24-6-401, *et seq.*, as amended (the "Act"):

1. Public place(s) where meeting notices will be posted.

2. Fix the time and place of regular meetings.
3. The custodian of the records.
4. The form of the official record of meetings (audio recording, etc.).
5. Location where minutes and records will be maintained.
6. Official newspaper(s) for publication of required notices.
7. Order that executive sessions shall be audio recorded (except for attorney/client communications).

ARTICLE VI. CONDUCT OF BUSINESS

A. Rules of Order. In order to ensure that the public meetings, hearings, and debate run in a smooth, orderly, and expeditious manner, the Board shall employ the current edition of Robert's Rules of Order while conducting its meetings and hearings in which they are applicable and in which they are not inconsistent with either the Colorado Revised Statutes or the Act.

B. Appointment of WDB Members.

The Executive Board is responsible for appointment members to the WDB. The WDB shall be comprised subject to the following requirements:

1. The majority of WDB Members shall be Business Representatives within the Service Area. A minimum of two Business Representative WDB Members must represent small business as defined by the U.S. Small Business Administration.

2. Twenty percent (20%) of the WDB members shall be from representatives of labor organizations, of which 2 members shall be representatives of organized labor and one member shall be a representative of a joint labor-management, or the training director of a union registered apprenticeship program or a member of a labor organization, The balance of the 20% shall be appointees of community based organizations as described in WIOA Section 106.

3. A representative or provider of adult education and literacy activities.
4. A representative from an institution of higher education.
5. A representative from economic and community development entities.
6. A representative of the State Employment Service Office
7. A representative of entities carrying out programs under Title I of the Rehabilitation Act of 1973.
8. The WDB may also include representatives of:

a. Local education agencies such as a local community college;
b. Community based organizations which address barriered populations;
c. Governmental, economic and community development entities representing transportation, housing, and public assistance programs;
d. Philanthropic organizations; and/or
e. Other appropriate individuals as determined by the chief elected official.

Members of the WDB representing business and industry shall be selected from among individuals nominated by local business organizations, business trade associations

or the Nominating Committee of the WDB. Representatives of local educational entities shall be selected from among individuals nominated by regional or local educational agencies, institutions, or organizations representing such local educational entities or the Nominating Committee of the WDB. Local labor federations shall nominate representatives of labor organizations. Representatives of business shall be appointed from among individuals who are nominated by local business organizations and business trade associations. Representatives of labor shall be appointed from among individuals who are nominated by local labor federations or other representatives of employees. Representatives of adult education and literacy activities shall be appointed from entities providing such activities in the local area.

C. Appointment of *Ex Officio* Members

The Executive Board may appoint *ex officio* non-voting members as it deems fit. If appointed, ex officio Members shall serve at the pleasure of the Consortium Executive Board.

ARTICLE VII. SEVERABILITY

If any section, subjection, sentence, clause, or phrase of these Bylaws is for any reason held by a court of competent jurisdiction to be invalid, such a decision shall not affect the validity of the remaining portions of these Bylaws.

ARTICLE VIII. ADOPTION AND AMENDMENTS

These Bylaws shall be adopted by, and shall only be amended by a simple majority vote of the Board.

ARTICLE IX. GOVERNING LAW

These Bylaws shall be governed by and construed in accordance with the constitution and laws of the State of Colorado, as all may be amended from time to time. In the case of a conflict between the Bylaws and Colorado law, the provisions of Colorado law shall control.

Approved this 28th day of June, 2016 by the Consortium Executive Board:

By: _____
Dave Paul, Chairperson

ATTEST

By: _____
_____, Secretary