

BYLAWS OF THE WEST END FAMILY LINK CENTER

In accordance with a resolution duly adopted by the board of directors of the West End Family Link Center (WEFLC) at a regularly held meeting on January 19, 2022, the following are adopted as the bylaws of WEFLC.

ARTICLE I. NAME

SECTION 1. *Name*. The name of the organization shall be the West End Family Link Center.

ARTICLE II. PURPOSE

SECTION 1. *Purpose*. The purpose of the West End Family Link Center is to bring residents together focusing on early childhood development, parent education, health care issues, and senior concerns, thereby making it possible for residents to flourish in the community.

ARTICLE III. LOCATION

SECTION 1. *Location*. The principal office of the WEFLC, at which the general business of the WEFLC will be transacted and where the records of the WEFLC will be kept, will be at such a place in the State of Colorado as may be fixed from time to time by the board of directors.

ARTICLE IV. ANNUAL MEETINGS

SECTION 1. *Time*. An annual meeting of the WEFLC will be held each year on a date set by the board of directors. Annual Meetings shall be published in various means such as the local paper, on social media, flyers on local bulletin boards, or other methods, no less than 14 days and no greater than 60 days prior to the annual meeting date.

SECTION 2. *Order of Business*. At the annual meeting of members,

- (A) Elections of directors shall be held in accordance with Section 2 of Article VIII.
- (B) A work program and budget describing the activities of the West End Family Link Center for the following year shall be presented and;
- (C) An Annual Report and financial report for the past year shall be presented to the membership.

ARTICLE V. BOARD OF DIRECTORS

SECTION 1. *Governance of the West End Family Link Center*. Governance of the West End Family Link Center shall be vested in a board of directors. The number of directors shall be fixed by resolution of the board of directors within a range of no less than three (3) or more than seven

(7) (excluding any ex-officio members of the board), but no decrease in the number of directors shall have the effect of shortening the term of any incumbent director. All powers not delegated by the board of directors are reserved to it.

SECTION 2 *Election of New Directors.* Election of new directors or election of current directors to an additional term will occur as the first item of business at the West End Family Link Center's annual meeting of members. Directors will be elected by a majority vote, and those directors shall be considered "elected" directors.

SECTION 3. *Term of Office.* The term of each elected director of the WEFLC will be four (4) years. Approximately one-half (1/2) of the members of the board of directors shall be elected biannually, to the extent possible.

SECTION 4. *Removal of Director.* Any director may be removed from the board of directors by an affirmative vote of a majority of the directors present at an official meeting of the board. At least ten (10) days' notice of the proposed removal will be given to the involved director, who will be given an opportunity to be present and to be heard at the meeting at which the removal is considered. Resignation can also be considered removal; in which case the resigning board member shall submit a letter of resignation at least 48 hours in advance of the next regularly scheduled meeting.

SECTION 5. *Compensation and Expenses.* No compensation will be paid to any member of the board of directors for services as a member of the board. By resolution of the board, reasonable expenses may be allowed for attendance at any special meeting, training or related duties out of the area by any member of the board.

SECTION 6. *Absence Considered a Resignation.* Absence from three (3) consecutive meetings of the board of directors without a valid reason shall be considered a resignation, in the judgment of the board of directors, constituting a vacancy to be filled by the board.

SECTION 7. *Vacancies.* The board may appoint, by majority vote of board members present at an official meeting, one or more persons to serve as directors until the next annual meeting of the members to fill an open position or unexpired term on the board when the number of directors is less than the total allowed by these bylaws. If the board appointment of that member to the board is supported at the next annual meeting, then following the election that board member would be serving his/her first "elected" position on the board and would thereafter be subject to Section 3 of this Article VII. Potential board members must submit a letter of intent prior to a vote.

ARTICLE VI. NONDISCRIMINATION

SECTION 1. *Nondiscrimination Policy.* The West End Family Link Center is committed to a policy of fair representation on the board of directors and will not discriminate on the basis of race, disability, sex, color, religion, sexual orientation, geography or age.

ARTICLE VII. MEETINGS OF THE BOARD OF DIRECTORS

SECTION 1. *Meetings.* The board of directors will hold regular meetings at least ten times each calendar year at such place and time as may be designated by the board of directors.

SECTION 2. *Special Meetings.* Special meetings of the board of directors may be called by the board chair, by a majority of the board, or by the Executive Director.

SECTION 3. *Notice.* Notice of regular and special meetings of the board of directors will be mailed, emailed, or verbally communicated at least 7 days prior to the day such a meeting is to be held.

SECTION 4. *Open to the Public.* Public comment will be available at the beginning of all meetings and published on all agenda. No decisions will be made at that meeting but may be added to the next month's agenda. All meetings of the board of directors shall be open to the public. During any meeting, the board of directors may choose to enter "executive session," at which time only the members of the board of directors and any invited guests will be allowed in the session.

SECTION 5. *Quorum.* A majority of the number of directors fixed pursuant to Section 1 of Article VII, or if no such number is fixed, a majority of the number of directors serving on the board immediately before the meeting begins, shall constitute a quorum for transacting business. Board members may participate by telephone conference 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.

SECTION 6. *Voting.* At a meeting at which a quorum is present, a simple majority affirmative vote of the directors voting is required to pass a motion before the board. All votes of the Board shall be conducted in accordance with the method allowed under Colorado law. The board chair will only vote to break a tie or to meet quorum.

SECTION 7 *Violation of Executive Session Confidentiality.* Any violation of the confidentiality of an Executive Session may result in the termination of the director or attendee, subject to the conditions of these bylaws

SECTION 8. *Robert's Rules of Order.* The rules contained in the current edition of *Robert's Rules of Order Newly Revised* will be the authority for all questions of procedure at any meeting of the West End Family Link Center.

ARTICLE VIII. OFFICERS

SECTION 1. *Titles, Election, and Term.* At the first board meeting following the annual meeting of the membership, the board of directors shall elect from its members the officers of the West

End Family Link Center, which shall include a board chair, vice-chair, secretary, and treasurer. Secretary and Treasurer may be combined if needed. Officers shall hold offices for one year or until their qualified successors are elected or until their death, resignation, or removal.

SECTION 2. *Duties.* The duties of these officers shall be those which usually pertain to these officers.

SECTION 3. *Vacancy.* A vacancy in any office may be filled by a majority vote of the board of directors for the unexpired portion of the term.

ARTICLE IX. EXECUTIVE DIRECTOR AND STAFF

SECTION 1. *Appointment.* The board of directors may appoint an individual to serve as Executive Director (ED) of the West End Family Link Center. Such ED will hold office at the will of the board and will not be subject to term limits applicable to the officers described in Article VIII.

SECTION 2. *Duties.* It shall be the duty of the ED to carry out the policies and program of the West End Family Link Center; to make periodic reports of the WEFLC's operations to the board of directors; to select and appoint staff in positions authorized by the board, to assign their duties, and to direct and supervise their work; and to perform such other duties as may be directed by the board.

ARTICLE X. COMMITTEES AND TASK FORCES

SECTION 1. *Ad hoc Committees.* The board of directors may authorize the establishment of ad hoc committees from time to time and assign duties to them.

ARTICLE XI. GENERAL PROVISIONS

SECTION 1. *Indemnification of Directors, Officers, Employees and Agents.*

(A) *Definitions.* For purposes of this Section 1 of Article XI, the following terms shall have the meanings set forth below:

- (1) "WEFLC" means the West End Family Link Center and, in addition to the resulting or surviving WEFLC, any domestic or foreign predecessor entity or WEFLC in a merger, consolidation or other transaction in which the West End Family Link Center's existence ceased upon consummation of the transaction.

(2) "Director" means an individual who is or was a director of the WEFLC, and an individual who, while such a director of the WEFLC, is or was serving at the WEFLC's request as a director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic WEFLC or of any partnership, joint venture, trust, or other enterprise. "Director" includes, unless the context otherwise requires, the estate or personal representative of a "director."

(3) "Expenses" means the actual and reasonable expenses, including attorneys' fees, incurred by a party in connection with a proceeding.

(4) "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to a private foundation or an employee benefit plan) or reasonable expense incurred with respect to a proceeding.

(5) "Official capacity" when used with respect to a director of the WEFLC means the office of director in the WEFLC, and when used with respect to a person in a capacity other than as a director (even if such person is also a director) means the office in the WEFLC held by the officer or the employment or agency relationship undertaken by the employee or agent on behalf of the WEFLC in the performance of his or her duties in his or her capacity as such officer, employee or agent. "Official capacity" does not include service for any other foreign or domestic corporation or for any partnership, joint venture, trust, other enterprise, or employee benefit plan when acting directly on behalf of such other WEFLC, partnership, joint venture, trust, enterprise or plan as a director, officer, employee, fiduciary or agent thereof.

(6) "Party" means any person who was, is, or is threatened to be made, a named defendant or respondent in a proceeding by reason of the fact that such person is or was a director, officer or employee of the WEFLC, and any person who, while a director, officer or employee of the WEFLC, is or was serving at the request of the WEFLC as a director, officer, partner, trustee, employee, fiduciary, or agent of any other foreign or domestic WEFLC or of any partnership, joint venture, trust, other enterprise, or employee benefit plan.

(7) "Proceeding" means any threatened, pending or completed action, suit or proceeding, or any appeal therein, whether civil, criminal, administrative, arbitral, or investigative (including any action by or in the right of the WEFLC) and whether formal or informal.

(B) Right to Indemnification

1) Insurance. By action of the board of directors, notwithstanding any interest of the directors in such action, the WEFLC may purchase and maintain insurance in such amounts as the board of directors deems appropriate to protect itself and any person who is or was director, officer, employee, fiduciary or agent of the WEFLC, or who, while a director, officer, employee, fiduciary or agent of the WEFLC, is or was serving at the request of the WEFLC as a director, officer, partner, trustee, employee, fiduciary or agent

of any other foreign or domestic WEFLC or of any partnership, joint venture, trust, other enterprise or employee benefit plan against any liability asserted against or incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under applicable provisions of law or this Article XI. Any such insurance may be procured from any insurance company designated by the board of directors, whether such insurance company is formed under the laws of Colorado or any other jurisdiction. The WEFLC may create a trust fund, grant a security interest, or use other means (including, without limitation, a letter of credit) to ensure the payment of such sums as may become necessary to effect indemnification as provided herein.

2) **Right to Impose Conditions to Indemnification.** The WEFLC shall have the right to impose, as conditions to any indemnification provided or permitted in this Article XI, such reasonable requirements and conditions as may appear appropriate to the board of directors in each specific case and circumstance, including but not limited to any one or more of the following:

a) that any counsel representing the party to be indemnified in connection with the defense or settlement of any proceeding shall be counsel mutually agreeable to the party and to the WEFLC;

b) that the WEFLC shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the party to be indemnified; and

c) that the WEFLC shall be subrogated, to the extent of any payments made by way of indemnification, to all the indemnified party's right of recovery, and that the party to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the WEFLC.

(A) **Other Rights and Remedies.** The indemnification provided by this Section 1 of Article XI shall be in addition to other rights to indemnification which a party may have or hereafter acquire by virtue of applicable statute.

(B) **Applicability; Effect.** The indemnification provided in this Section 1 of Article XI shall be applicable to acts or omissions that occurred prior to the adoption of this Section 1, shall continue as to any party entitled to indemnification under this Section 1 who has ceased to be a director, officer or employee of the WEFLC or, at the request of the WEFLC, was serving as and has since ceased to be a director, officer, partner, trustee, employee, fiduciary, or agent of any other domestic or foreign WEFLC, or of any partnership, joint venture, trust, other enterprise or employee benefit plan and shall inure to the benefit of the estate and personal representatives of each such person. The repeal or amendment of this Section 1 of Article XI or of any section or provisions hereof that would have the effect of limited, qualifying or restricting any of the powers or rights of indemnification provided or permitted in this Article shall not, solely by reason of such repeal or amendment, eliminate, restrict or otherwise affect the right or power of the WEFLC to indemnify

any person, or affect any right of indemnification of such person, with respect to any acts or omissions that occurred prior to such repeal or amendment. All rights to indemnification under this Section 1 shall be deemed to be provided by a contract between the WEFLC and each party covered hereby.

(C) *Indemnification of Agents.* The WEFLC shall have the right, but shall not be obligated, to indemnify any agent of the WEFLC who is not otherwise covered by this Section 1 of Article XI to the fullest extent permissible by the laws of Colorado. Unless otherwise provided in any separate indemnification arrangement, any such indemnification shall be made only as authorized in the specific case in the manner provided in Subsection C.

(D) *Savings Clause; Limitation.* If this Section 1 of Article XI or any paragraph or provision hereof shall be invalidated by any court on any ground, then the WEFLC shall nevertheless indemnify each party otherwise entitled to indemnification hereunder to the fullest extent permitted by law or any applicable provision of this Section 1 that shall not have been invalidated. Notwithstanding any other provision of these Bylaws, the WEFLC shall neither indemnify any person nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with the qualification of the WEFLC as an organization described in section 501 (c)(3) of the Internal Revenue Code of 1986, as amended ("Code").

SECTION 2. *Deposits and Withdrawals of Funds.* All funds of the WEFLC not otherwise employed shall be deposited in such banks, trust companies or other reliable depositories as the board of directors may direct. Any withdrawals of funds and checks shall be governed by policies established by the Board of Directors, or the Finance Committee if any, and approved by the board of directors.

SECTION 3. *Authorization.* The board of directors may authorize any officer or officers, agent or agents of the West End Family Link Center, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of, and on behalf of, the WEFLC. Such authority may be general or confined to specific instances.

SECTION 4. *Fiscal year.* The fiscal year of the West End Family Link Center will be July 1 of each calendar year through June 30 of the next following year.

SECTION 5. *Fiscal Audit.* There shall be an annual audit, or annual review, of books and records of the Family Link Center by a properly qualified and competent auditor,

SECTION 6. *Contracts with Officers and Directors.* No officer or director of the West End Family Link Center shall be interested, directly or indirectly, in any contract relating to the operations conducted by it, nor in any contract for furnishing services or supplies to it, unless such contract is authorized by a majority of the board of directors at a meeting at which the presence of the interested person is not necessary for such authorization, and the fact and nature of such interest is fully disclosed or known to the directors present at the meeting at which the

contract is to be authorized. Any director with a conflict of interest shall abstain from discussion and voting on said issues.

SECTION 7. *Budget.* The Family Link Center Board of Directors shall review the on-going budget and be kept apprised of revenues and expenditures. The budget shall be prepared by the Executive Director and staff with input and oversight from the board of directors, as needed

ARTICLE XII. AMENDMENTS

SECTION 1. *Amendments.* After ten (10) days' written notice to the directors, the board of directors may amend these bylaws at any meeting of the board of directors. Any number of amendments or an entire revision of the bylaws may be submitted for reading. Another reading at the following meeting will be considered the second and final reading and shall be voted on at this time. Bylaw amendments will be adopted at said second meeting upon receiving a majority affirmative vote of the directors voting on each amendment.

SECTION 2. Anyone who has been an employee of the WEFLC has to wait six (6) months before applying to the board of directors.

ARTICLE XIII. DISSOLUTION

SECTION 1. *Dissolution.* Upon a majority vote of the Board members, West End Family Link Center may be dissolved. Upon dissolution and liquidation of the assets of West End Family Link Center, after paying all liabilities and obligations of the Corporation upon condition requiring return, transfer or conveyance with those terms and conditions, any assets remaining shall be distributed or transferred to one or more nonprofit groups, corporations or organizations for activities which themselves are exempt as organizations described in Sections 501(c)(3) and 170(c)(2) or the Internal Revenue Code of 1954 or corresponding sections of any prior or future Internal Revenue Code. The particular groups, organizations or corporations located in the West End of Montrose County shall be decided by a majority vote of the Board members.

If a West End Family Link Center current employee brings forth a request to the Board members for an item(s) she/he would like to purchase, it will be decided by a majority vote of the Board members. The proceeds from an employee purchase will be distributed to a nonprofit group or organization located in the West End of Montrose County.

Any assets not disposed of will be disposed of by a court of competent jurisdiction in the county in which the principal office of the WEFLC is then located.

Approved this date: January 19, 2022