

**INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE ROCKY MOUNTAIN METROPOLITAN AIRPORT
COMMUNITY NOISE ROUNDTABLE**

**THIS INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE ROCKY
MOUNTAIN METROPOLITAN AIRPORT COMMUNITY NOISE ROUNDTABLE**

(this “Agreement”, this “Intergovernmental Agreement” or this “Establishing Agreement”) is entered into as of the 1st day of December, 2020 (the “Effective Date”), by and between the County of Jefferson, State of Colorado, for and on behalf of the Rocky Mountain Metropolitan Airport; the County of Boulder, State of Colorado; the City and County of Broomfield, State of Colorado; the City of Westminster, State of Colorado; the City of Arvada, State of Colorado; the Town of Superior, State of Colorado; and the City of Louisville, State of Colorado; (hereinafter singularly as a “Member” or “Local Government Member” and collectively as the “Members” or “Local Government Members”).

RECITALS

A. The Board of County Commissioners of Jefferson County created the Jefferson County Airport Authority pursuant to C.R.S. 41-3-101 et seq. on December 15, 1965, and in April of 1966, Jefferson County conveyed property to the Jefferson County Airport Authority for the creation and operation of a county airport.

B. On November 8, 1998, by resolution the Board of County Commissioners of Jefferson County terminated the Jefferson County Airport Authority and transferred the assets and operations of the Jefferson County Airport back to the County of Jefferson, State of Colorado as permitted by statute.

C. The County of Jefferson, State of Colorado (“Jefferson County”) currently owns and operates the Rocky Mountain Metropolitan Airport, formerly the Jefferson County Airport (the “Airport” or “RMMA”) which is located in the northern section of Jefferson County and contains approximately 500 acres of land.

D. The Airport’s location just south of US Highway 36 and Wadsworth Boulevard along the Denver-Boulder highway corridor allows the Airport to contribute over \$730 million dollars in business revenue to the region based on the 2020 Airport Economic Impact Report done by the Colorado Department of Transportation.

E. Since the 1970s, the Airport has been a general aviation airport that is supported by the United States Federal Aviation Administration (“FAA”) through various funding and Jefferson County is bound by certain FAA Grant Assurance as a result of receipt of such funding.

F. As development occurs in and around the Airport, various parties and neighbors become more concerned about the noise and other impacts of the Airport on the surrounding community.

G. The purpose of this Intergovernmental Agreement is to create a voluntary association of the Airport, neighboring communities, federal and state agencies and Airport users to collaboratively identify solutions to address community concerns regarding noise impacts surrounding Rocky Mountain Metropolitan Airport.

H. The Members have determined that the most effective way to continue pursuit of such goals and objectives is to create a Rocky Mountain Metropolitan Airport Community Noise Roundtable (“RMMA-CNR” or “Roundtable”). Through its membership and participation of other non-member parties including locally appointed community representatives, Airport staff, Airport users, staff from the FAA and other local agencies, the Roundtable acts as a forum that attempts to achieve cooperation between all of these groups in accomplishing Airport noise reduction.

I. The Members have the authority pursuant to Article XIV, Section 18 of the Colorado Constitution and Colorado Revised Statute (“CRS”) Section 29-1-203, to cooperate or contract with each other to address noise issues within their communities and to establish the Rocky Mountain Metropolitan Airport Community Noise Roundtable to address noise impacts surrounding the Rocky Mountain Metropolitan Airport.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and benefits of this Agreement the Members hereby covenant and agree as follows with respect to the formation and operation of the Rocky Mountain Metropolitan Airport Community Noise Roundtable:

ARTICLE I **NAME AND PURPOSE**

1. **Establishment of Community Roundtable.** The Members hereby create and establish a community roundtable known as the “Rocky Mountain Metropolitan Airport Community Noise Roundtable,” pursuant to CRS Section 29-1-203 to carry out the provisions of this Agreement and to advance the purposes and goals of the Rocky Mountain Metropolitan Airport Community Noise Roundtable as set forth herein.

2. **Purpose.** The purpose of the Rocky Mountain Metropolitan Airport Community Noise Roundtable is to provide for and promote a regional, coordinated approach to collaborate on and address the noise impacts to the community surrounding the Rocky Mountain Metropolitan Airport. RMMA-CNR is a voluntary association of the Airport, neighboring communities, federal and state agencies and airport users created to collaboratively identify solutions to address community concerns regarding airport noise impacts surrounding Rocky Mountain Metropolitan Airport. In a non-adversarial and collaborative open forum, RMMA-CNR will seek to:

- a. Identify the dimension of noise issues, discover possible mitigation actions, find opportunities for implementation of mitigation measures, and evaluate the effectiveness of the mitigation measures;
- b. Share up-to-date data in order to identify potential voluntary noise reduction opportunities;
- c. Identify potential operational changes to the Airport that would require federal approval;
- d. Build consensus around recommendations for noise reduction measures, whether voluntary or mandatory (understanding that mandatory measures require FAA approval);
- e. Review available data regarding noise reduction measures; and

- f. Review Airport development plans, operational changes and surrounding community development plans for associated noise impacts.
3. **Powers.** The Members acknowledge and agree that the Roundtable is not a separate legal entity and does not have any authority to act separate from its Members.

ARTICLE II **MEMBERSHIP**

1. **Membership.** The Members of the Rocky Mountain Metropolitan Airport Community Noise Roundtable shall consist of the Local Government Members as defined above, and such other Members as may join the Roundtable from time to time, as set forth herein and in a set of duly approved bylaws of the Roundtable (the "Bylaws"). Initial membership in the Rocky Mountain Metropolitan Airport Community Noise Roundtable shall consist of counties, cities, or towns with jurisdictional boundaries that lie within or intersect with the Class D airspace of Rocky Mountain Metropolitan Airport and who are signatories to this Agreement.

2. **Additional Roundtable Participants.** Other parties, who will be called the Ex-Officio Participants or Community Participants, shall be permitted to participate in the Rocky Mountain Metropolitan Airport Community Noise Roundtable. Ex-Officio Participants and Community Participants are not Members of the Roundtable and shall have no voting rights except as otherwise may be provided in the Bylaws, if any. Ex-Officio Participants shall include staff from the Rocky Mountain Metropolitan Airport, and state and federal government agencies with a role in aviation, noise or other regulatory affairs as applicable to the Roundtable's goals and objectives. Community Participants shall include homeowners' associations, other community organizations and individuals that desire to participate in the Roundtable.

3. **Additional Members.** Additional counties, cities, or towns may be allowed to join the Roundtable as a Local Government Member upon: a) a finding that such jurisdiction can demonstrate direct impacts from Rocky Mountain Metropolitan Airport operations, and b) upon approval of a majority of the then-existing Roundtable Members. Additional Local Government Members will be required to execute an amendment to this Agreement which contains reasonable terms and conditions requiring such party to reimburse the then-existing Members or the Roundtable's fiscal agent, as described below, for a reasonable share of expenses incurred and expended by the Members and to assume a fair and equitable share of the ongoing liabilities of the Roundtable, and will require the payment of such other sums to the Roundtable's fiscal agent as may be provided in the amendment. The amendment will specify the rights, powers, duties, and obligations of any new Member.

4. **Withdrawal.** Any Member may withdraw from the Rocky Mountain Metropolitan Airport Community Noise Roundtable by giving thirty (30) days written notice to the Chairman of the Roundtable and the Rocky Mountain Metropolitan Airport of its intent to withdraw. Such withdrawing Member shall pay all of its obligations arising hereunder or pursuant to the Bylaws until the effective date of its withdrawal; provided, however, that if a Member determines to withdraw from the Roundtable after October 31 of the then-current calendar year, the withdrawing Member shall be required to pay the full amount of the Member's annual dues for the ensuing year. As of the effective date of withdrawal, the withdrawing Member shall lose all rights and benefits under this Agreement. A withdrawing Member shall have no obligation, financial or otherwise, to the Roundtable following the effective date of its withdrawal, except as otherwise provided herein and except that if such withdrawing Member is bound by any ongoing, long-term, or other obligation in its capacity as a Member of the Roundtable that

cannot be completed by the effective date of withdrawal, such withdrawing Member shall be bound by the terms of that obligation and shall provide therefore until such obligation has been discharged. A withdrawing Member acknowledges and agrees it may still be required to review and respond to proposed changes in Airport policies or procedures prior to FAA review regardless of the status of its membership in the Roundtable.

5. **Defaulting Member/Failure to Pay Annual Dues.** Should any Member of the Roundtable fail to comply with the terms of the Establishing Agreement or these Bylaws, including, but not limited to, failure to pay funds to satisfy its annual dues assessment prior to April 1 of any year for which such dues are authorized and failure to remit such payment to the Jefferson County Treasurer through the Rocky Mountain Metropolitan Airport prior to April 1 of the same year, such failure shall be deemed a default, and the remaining Members in good standing may exercise their rights to recover unpaid dues and seek enforcement of the Establishing Agreement and Bylaws, and all rights and benefits previously accorded to such Member shall be suspended. Rocky Mountain Metropolitan Airport staff will issue a written notice of default to the Member. If the Member is in default and such failure has not been cured within 30 days of receipt of written notice, the membership of a defaulting Member may be terminated at the discretion of the other Members upon a Super Majority Vote (as defined in the Bylaws) of the Members currently in good standing. A terminated Member shall have no obligation, financial or otherwise, to the Roundtable, except as otherwise provided herein and except that if such terminated Member is bound by any ongoing, long-term, or other obligation in its capacity as a Member of the Roundtable that cannot be completed by the effective date of termination, such terminated Member shall be bound by the terms of that obligation and shall provide therefore until such obligation has been discharged. If the defaulting Member does not withdraw or if the defaulting Member is not terminated by a Super Majority Vote of the Members in good standing, the Member shall continue to be charged an annual dues assessment until such time as withdrawal is effective, and until such time, the withdrawing Member shall be required to pay in full all past due obligations to the Roundtable.

ARTICLE III **ROUNDTABLE GOVERNING BODY**

1. **Roundtable Governing Body.** All of the Members shall constitute the board of Members of the Roundtable (the "Board") in which all of the power of the Roundtable shall be vested. The Board shall be governed by this Establishing Agreement and the Bylaws and shall be comprised of representatives of the Local Government Members of the Roundtable as set forth in the Bylaws.

2. **Powers.** The Members acknowledge and agree that the Roundtable is not a separate legal entity and does not have authority to act separate from its Members. Except as otherwise provided herein, the Roundtable, acting by and through the Board, shall possess all of the powers, privileges, and duties set forth in the Bylaws. The Bylaws as attached hereto as Exhibit A shall be the official Bylaws of the Roundtable as of the Effective Date until such time as the Bylaws are amended as provided therein.

3. **Voting.** The Members of the Roundtable shall be entitled to vote for Presiding Officers in accordance with the Bylaws. The voting requirements for action by the Board shall also be as set forth in the Bylaws.

4. **Officers.** The officers of the Roundtable, the manner of their selection, and their duties shall be as set forth in the Bylaws.

5. **Compensation.** Members of the Board and officers shall not receive compensation from the Roundtable for their services. Individual Members may reimburse their Roundtable participants for reasonable and necessary expenses incurred on behalf of, and authorized by, such Member to the extent permitted by law.

ARTICLE IV ROUNDTABLE OBLIGATIONS AND FUNDING

1. **Roundtable Obligations.** The Members acknowledge and agree that the Rocky Mountain Metropolitan Airport Community Noise Roundtable is not a separate legal entity, but rather is a coordinated group of local governments governed by the terms of this Establishing Agreement.

2. **Fiscal and Contracting Agent.** Jefferson County, acting through the Rocky Mountain Metropolitan Airport staff, shall be the fiscal and contracting agent for the Rocky Mountain Metropolitan Airport Community Noise Roundtable. Staff for the Rocky Mountain Metropolitan Airport shall establish a separate account within the Airport fund to collect and fund Roundtable obligations. All financial reporting and purchasing on behalf of the Roundtable shall be performed consistent with Jefferson County's then-current policies and procedures.

3. **Member Dues.** The Members shall provide funds to the Roundtable pursuant to a dues structure as set forth in the Bylaws, the amount of such dues for the following calendar year to be determined by the Board by no later than July 31 of the then-current calendar year as determined by the Board. The Members hereby agree that for calendar year 2021 the dues shall be \$3,600 per Member which funds shall be used initially for retaining and hiring a third-party facilitator to assist with the formation and operation of the Roundtable.

4. **Liabilities, Insurance, and Governmental Immunity.** As the Roundtable is not a separate legal entity, the organization shall not maintain a separate insurance policy and as such the Roundtable will rely upon each Member's insurance with respect to its operations. Nothing in this Agreement shall be construed as a waiver of any defense available to any Member under the Governmental Immunity Act or any similar provisions of applicable law.

ARTICLE VI MISCELLANEOUS

1. **Term.** This Agreement shall commence on the date of its full execution by the parties hereto and shall be deemed to automatically renew each year thereafter, subject to funding of a new budget, unless terminated in accordance with the provisions of this Article.

2. **Amendment.** This Agreement may be supplemented, amended or modified only by written approval of a majority of the Members to the Agreement.

3. **Termination.** This Agreement may be terminated by approval of a majority of the Members to the Agreement, as such Agreement is amended from time-to-time; provided, however, that this Agreement may not be terminated so long as the Roundtable has obligations outstanding unless provision for full payment of such obligations has been made pursuant to the terms thereof. Liquid assets of the Roundtable remaining after satisfaction of all obligations of the Roundtable shall be equitably distributed to the Members as deemed fair and appropriate by

the Board. In addition, this Agreement shall automatically terminate in the event there are four (4) Members or fewer to this Agreement whether by voluntary withdrawal from the Roundtable or termination as a result of a default as described in Section 5 of Article II above.

4. **Non-Appropriation.** Notwithstanding any other provision contained in this Agreement to the contrary, the payment of Member obligations in fiscal years subsequent to the current year is contingent upon funds for this Agreement being appropriated and budgeted. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement by any Member, then it shall be deemed that such Member has withdrawn from the Roundtable upon receipt of such notice of non-appropriation by the Board, and all of such Member's rights and obligations with respect to the Roundtable shall terminate effective as of the date in such notice of non-appropriation. Jefferson County's fiscal year is currently the calendar year.

5. **No Third-Party Rights.** This Agreement does not and shall not be deemed to confer upon or grant to any third party any right enforceable at law or equity arising out of any term, covenant, or condition contained herein or the breach thereof.

6. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue and jurisdiction for any dispute arising hereunder shall lie with the District Court of Jefferson County.

7. **Severability.** The provisions of this Agreement are severable. If a provision or any part of this Agreement or the application thereof to any person, entity, or circumstance is held invalid, such invalidity shall not affect the other provisions or applications of this Agreement, and in such event this Agreement shall be construed in all respects as if such invalid provision were omitted.

8. **Binding Agreement.** The provisions of this Agreement shall bind and inure to the benefit of each Member and its respective successors and permitted assigns, if any.

9. **Entire Agreement.** This Agreement constitutes and represents the entire, integrated agreement among the Members with respect to the matters set forth herein, and supersedes any and all prior negotiations, representations, agreements, or arrangements of any kind, whether written or oral, with respect to those matters.

10. **Headings.** The headings provided throughout this Agreement are for convenience and reference only and in no way define, limit, or add to the meaning of any provision hereof.

11. **Counterparts and Electronic Signatures.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The Members agree to allow the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24 71.3 101 to -121.

12. **Authority to Enter Agreement.** The signatures of those representatives of the Members below affirm that they are authorized to enter into and execute this Agreement and that all necessary actions, notices, meetings, and/or hearings pursuant to any law required to authorize the execution of this Agreement have been made.


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

COUNTY OF JEFFERSON, STATE OF COLORADO

For and on behalf of the Rocky Mountain Metropolitan Airport and the County of Jefferson, State of Colorado



By:

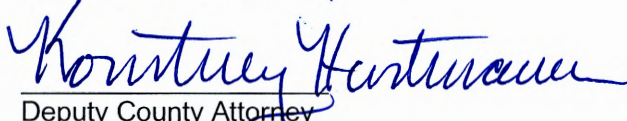


Lesley Dahlkemper, Chairman,
Jefferson County Board of County Commissioners

Date:

October 14, 2020

Approved as to form:



Deputy County Attorney

COUNTY OF BOULDER, STATE OF COLORADO


By: 
Deb Gardner, Chair
Boulder County Board of County Commissioners

Date: 10/13/2020 *Mk*

Approved as to form:


County Attorney

CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO

By: 
Patrick Quinn, Mayor

Date: 11/12/2020

ATTEST:

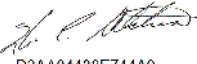
Samantha Monroe
Deputy City Clerk



APPROVED AS TO FORM:

Karl Freund KF
Assistant City and County Attorney

CITY OF WESTMINSTER, STATE OF COLORADO

By: DocuSigned by:

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Mayor

Date: 10/28/2020


ATTEST:

DocuSigned by:

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Approved as to form:

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CITY OF ARVADA, STATE OF COLORADO



By: Marc Williams
MARC WILLIAMS, Mayor

Date: November 6, 2020

ATTEST:

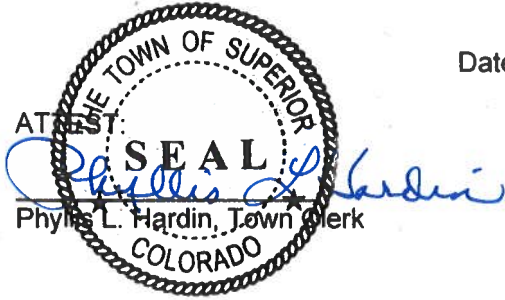
Kristen R. Rush, City Clerk
City Clerk

Approved as to form:
Rachel Morris
City Attorney


TOWN OF SUPERIOR, STATE OF COLORADO

By: Clint Folsom
Clint Folsom, Mayor

Date: 10-26-2020



**CITY OF LOUISVILLE, STATE OF COLORADO,
A MUNICIPAL CORPORATION**

By: 

Ashley Stolzmann, Mayor

Date: 10/20/2020

Attest:



Meredyth Muth, City Clerk

Exhibit A

Bylaws of the Roundtable

(See attached)

**BYLAWS OF THE
ROCKY MOUNTAIN METROPOLITAN AIRPORT
COMMUNITY NOISE ROUNDTABLE**

**ARTICLE I
PURPOSE**

1.1 Purpose. The purpose of the Rocky Mountain Metropolitan Airport Community Noise Roundtable is to provide for and promote a regional, coordinated approach to collaborate on and address the noise impacts to the community surrounding the Rocky Mountain Metropolitan Airport. RMMA-CNR, or the Roundtable, is a voluntary association of the Airport, neighboring communities, federal and state agencies and airport users created to collaboratively identify solutions to address community concerns regarding airport noise impacts surrounding Rocky Mountain Metropolitan Airport pursuant to the Intergovernmental Agreement Establishing the Rocky Mountain Metropolitan Airport Community Noise Roundtable (the “Establishing Agreement”), entered into and effective as of the 1st day of December, 2020. The purpose of these Bylaws is to establish guidelines for the internal structure and conduct of meetings of the Rocky Mountain Metropolitan Airport Community Noise Roundtable (hereinafter referred to as “RMMA-CNR” or the “Roundtable”), its interface with elected and/or appointed officials, other regulatory agencies and the general public.

**ARTICLE II
MEMBERSHIP**

2.1 Member Entities. The voting members of the Rocky Mountain Metropolitan Airport Community Noise Roundtable shall consist of the Local Government Members that have entered into the Establishing Agreement and as defined below, and such additional parties as may join the Authority from time to time (collectively, the “Members”).

2.2 Local Government Members. The Roundtable shall initially have seven (7) Local Government Members, including Jefferson County, Boulder County, the City and County of Broomfield, the City of Westminster, the City of Arvada, the Town of Superior, and the City of Louisville. The Local Government Members shall be the primary funding members of the Roundtable. Additional counties, cities, or towns may be allowed to join the Roundtable as Local Government Members from time to time, as provided in the Establishing Agreement.

**ARTICLE III
NON-MEMBER PARTICIPANTS**

3.1 Non-Member Participants. The Roundtable shall also have the following non-member participants, who have no voting rights, except as otherwise set forth in these Bylaws:

3.1.1 Ex-Officio Participants. Ex-Officio Participants shall include staff from the Rocky Mountain Metropolitan Airport, state and federal government agencies with a role in aviation, noise or other regulatory affairs as applicable to the Roundtable’s goals and objectives. The Ex-Officio Participants shall initially include staff from the Rocky Mountain Metropolitan Airport, the Federal Aviation Administration, the Colorado Department of Transportation, Airports District Office (ADO), KBJC Air Traffic Control (ATC), and Terminal Radar Approach Control (TRACON). Ex-Officio Participants are asked to participate in the Roundtable because of their expertise in the subject matter of the Roundtable. It is anticipated that while Ex-Officio Participants will not be voting on

items relating to the Roundtable, they will actively participate in and present information on a regular basis to the Roundtable as requested by the Chair. The Members may also vote to include additional Ex-Officio Participants as needed from time-to-time based on the Work Program (as defined in Article X) or goals and objectives of the Roundtable. Each Ex-Officio Participant may designate a representative of such party and provide written notice of such representative's name and contact information to the Chair of the Roundtable and the Rocky Mountain Metropolitan Airport to be included on communications related to the Roundtable. Ex-Officio Participants are not members of the Roundtable and have no voting rights or other obligations with respect to the Roundtable, including no obligation to pay annual dues. Ex-Officio Participants are encouraged to participate in any public meetings of the Roundtable.

3.1.2. Community Participants. Homeowners' associations, other community organizations and individuals with an interest in noise impacts associated with the operation of Rocky Mountain Metropolitan Airport may participate in the Roundtable as Community Participants. Each Community Participant may designate a representative of such party and provide written notice of such representative's name and contact information to the Chair of the Roundtable and the Rocky Mountain Metropolitan Airport to be included on communications related to the Roundtable. Community Participants are not members of the Roundtable and have no voting rights or other obligations with respect to the Roundtable, including no obligation to pay annual dues. Community Participants are encouraged to participate in any public meetings of the Roundtable and will be permitted to speak during the public comment portion of Roundtable meetings along with other members of the public, as applicable. Community Participants may be invited to make presentations or share information with the Roundtable from time to time as requested by the Chair, beyond public comment periods.

ARTICLE IV

BOARD OF MEMBERS FOR THE ROUNDTABLE

4.1 Powers and Duties. The governing body of the Rocky Mountain Metropolitan Airport Community Noise Roundtable shall be a Board of Members (the "Board"). Subject to any limitations of the Establishing Agreement, or these Bylaws, all powers of the Roundtable shall be exercised by, or under the authority of, and the business and affairs of the Roundtable shall be controlled by, the Board. The Board shall collectively act as is necessary and as is authorized by law and by these Bylaws to carry out the provisions of the Establishing Agreement to advance the purpose and goals of the Roundtable, as they now exist or may be amended from time to time. The Members acknowledge and agree that the Roundtable is not a separate legal entity and does not have any authority to act separate from its Members.

4.2 Number of Board Members. The Roundtable's Board shall initially consist of seven (7) representatives, one from each Local Government Member (each a "Board Member"). In the event new Members are added pursuant to the Establishing Agreement, the Board will amend these Bylaws to appropriately address composition of the Board as necessary.

4.3 Representatives of the Local Governments Members.

4.3.1 Primary Board Members. Each Local Government Member shall appoint one (1) Board Member (the "Primary Board Member"). The Board Member for each Local Government Member may be either an elected official of the appointing Member or a staff representative of the Member, as each Member desires, and such party will be

qualified, willing, and able to assume and perform the duties and responsibilities required of the membership including working collaboratively and constructively with the other Members of the Roundtable. Each Local Government Member shall provide written notice of the name and contact information of its appointed Board Member to the Chair of the Roundtable and the Rocky Mountain Metropolitan Airport.

4.3.2 Alternate Board Members. Each Local Government Member shall be entitled to appoint one alternate representative to serve on the Board in the absence of the Primary Board Member (the “Alternate Board Member”). Each Alternate Board Member may be an elected official or staff representative of the Member as determined by such Member. Alternate Board Members will be authorized to vote on behalf of such Member at all meetings where the Primary Board Member is absent.

4.3.3 Term. There shall be no restriction on the term of a Primary Board Member or Alternate Board Member for the Local Government Members. Each Local Government Member shall appoint such Primary Board Member and Alternate Board Member as such jurisdiction sees fit who shall serve until a successor is duly appointed as established by such Members’ policies and procedures. Any changes in the Local Government Member shall be communicated promptly to the Chair of the Roundtable and the Rocky Mountain Metropolitan Airport.

4.3.4 Removal/Vacancies. A Local Government Member may, in its sole discretion at any time, remove its appointed Primary Board Member or an Alternate Board Member. Upon a vacancy in a position which may occur by reason of death, disability, resignation, removal or otherwise of any Primary Board Member or Alternate Board Member, the Local Government Member appointing such party shall, promptly and within 30 calendar days, appoint a successor thereto and provide written notice to the Chair of the Roundtable and the Rocky Mountain Metropolitan Airport of such appointment.

4.4 Compensation. The Primary Board Members and Alternate Board Members shall not receive any compensation from the Roundtable for their services to the Roundtable.

4.5 Primary and Alternate Board Member Commitments. Primary and Alternate Board Members are expected to attend all regular and special meetings of the Rocky Mountain Metropolitan Airport Community Noise Roundtable. If a Primary or Alternate Board Member does not attend at least 75% of the duly called meetings of the Roundtable in a calendar year, the Member shall be asked to remove their current Board Member appointment and appoint a new Primary or Alternate Board Member to the position who can meet the above commitments. All present at meetings will be expected to present new, supportive, or differing ideas or testimony in a cooperative, respectful and objective manner.

ARTICLE V **OFFICERS**

5.1 Presiding Officers. At the last Board meeting of every other calendar year for the Roundtable, or such other date as mutually agreed upon by the Board, the Board shall elect by a majority vote (as defined in Section 7.3 below) from the Primary Board Members a Chair and Vice-Chair who shall be the presiding officers of the Rocky Mountain Metropolitan Airport Community Noise Roundtable meetings (the “Presiding Officer(s)”) for the following two (2) calendar years. If the Chair and Vice-Chair elects not to preside over a meeting or particular

matter, a majority vote of the Board present shall then elect a temporary chair who shall be the Presiding Officer for that particular meeting or particular matter only, as the case may be. Presiding Officers shall maintain all voting right of its Member notwithstanding their additional position as a Presiding Officer. It is intended that the Members will rotate the duties of the Chair and Vice-Chair among the membership as such Members may mutually agree.

5.2 Term. The term of office for the Presiding Officers is two (2) calendar years commencing the January following the date of election; however, there is no limit on the number of terms a Presiding Officer may serve. Each Presiding Officer shall hold office until his or her successor is duly elected or until his or her death, incapacity, resignation, or removal.

5.3 Resignation and Removal. A Presiding Officer may resign at any time by giving written notice to the Board and the Rocky Mountain Metropolitan Airport and it shall be effective as of the date stated in the resignation. Any Presiding Officer may be removed with or without cause at any meeting of the Board by a Super Majority Vote (as defined in Section 7.3 below) of the Board, provided that the agenda for such meeting lists officer removal as an agenda item. Resignation or removal shall terminate all authority of the officer.

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

5.5 Authority and Duties of the Presiding Officers. The Presiding Officers of the Authority shall have the authority and exercise the powers and perform the duties as specified herein and as may be additionally specified by the Board, or these Bylaws, and as may be required by law.

5.5.1 Chair. It shall be the responsibility of the Chair to preside at all meetings of the Roundtable, execute documents and letters of behalf of the Roundtable, ensure that all orders and resolutions of the Board are carried into effect, and be the primary liaison between the Board, the Roundtable Facilitator (if applicable) and Rocky Mountain Metropolitan Airport staff. In addition, the Chair shall have the following duties:

- 5.5.1.1 Assure business of the Roundtable is conducted in accordance with Robert's Rules of Order Revised;
- 5.5.1.2 Assure business of the Roundtable is conducted with decorum and with respect for differing points of view;
- 5.5.1.3 Notify any Member whose representative(s) or alternate(s) have not attended at least 75% of meetings as established in Section 4.5 of the Bylaws, or have behaved in a manner detrimental to the advancement of the Roundtable's Work Program or have displayed disruptive or rude behaviors, documenting such absences or behaviors, and requesting replacement of that representative or alternate;
- 5.5.1.4 Represent the Roundtable to the general public and at outside functions as appropriate;
- 5.5.1.5 Coordinate RMMA-CNR activities with Rocky Mountain Metropolitan Airport, the FAA, and any other appropriate agencies or organizations;
- 5.5.1.6 Oversee implementation of the Roundtable's Work Program and develop plans to advance its various components;

- 5.5.1.7 Determine the time and place for any special meeting requested by at least two of the Board Members;
- 5.5.1.8 Prepare the agenda for all regular and special meetings, in coordination with Rocky Mountain Metropolitan Airport staff and the Roundtable Facilitator (if applicable);
- 5.5.1.9 In coordination with Rocky Mountain Metropolitan Airport staff, prepare a Roundtable budget for approval of the Board; and
- 5.5.1.10 Assume other responsibilities and tasks as directed by the Board.

5.5.2 Vice-Chair. The Vice-Chair shall perform the duties of the Chair during the Chair's absence. In addition, the Vice-Chair shall have the following duties:

- 5.5.2.1 Work closely with the Chair to develop and implement plans to advance the Roundtable's Work Program;
- 5.5.2.2 Assist the Chair in monitoring the implementation of the Roundtable's Work Program; and
- 5.5.2.3 Assume other responsibilities and tasks as requested by the Chair or as directed by the Board.

5.6 Roundtable Facilitator. The members of the Roundtable, through Jefferson County acting as fiscal and contracting agent, may retain a third-party to facilitate the meetings of the Rocky Mountain Metropolitan Airport Community Noise Roundtable (the "Facilitator" or the "Roundtable Facilitator"). The Board shall select the Facilitator and the Facilitator shall report to the Board. At any time, the Board may terminate the Facilitator or elect not to continue with such services. In such event, the functions of the Facilitator shall be performed by members and participants of the Roundtable.

5.7 Duties of the Secretary. Rocky Mountain Metropolitan Airport staff shall perform all duties typically performed by the secretary of an organization, including but not limited to, keeping a book of minutes of all meetings of the Board and any committees thereof, ensuring that all notices are duly given in accordance with the provisions of these Bylaws or as required by law, and such other all duties as may from time to time be assigned by the Board or as may be required by these Bylaws or the Board. The Facilitator may also provide these services for the Roundtable.

5.8 Roundtables Fiscal and Contracting Agent/Treasurer. Jefferson County, acting by and through the Rocky Mountain Metropolitan Airport, shall act as the treasurer, the fiscal and contracting agent for the Rocky Mountain Metropolitan Airport Community Noise Roundtable. The Rocky Mountain Metropolitan Airport shall manage the accounts of the Roundtable which shall include, but not be limited to, keeping full and accurate accounts of all receipts and disbursements relating to the Roundtable through a separate account established in the Airport Fund of Jefferson County, depositing all moneys as may be designated by the Board, disbursing the funds of the Roundtable as ordered by the Board, preparing and recommending an annual operating budget to the Board by such date as established by the Board each year for the succeeding calendar year, and performing all other duties as may from time to time be assigned by the Board or as may be required by these Bylaws or the Board that are typically associated with a treasurer. The Members acknowledge and agree the Roundtable has no independent contracting authority from its Members.

ARTICLE VI MEETINGS

6.1 Regular Meetings. Regular meetings of the Board shall be held monthly or at such other regular intervals and at such time and place as determined by the Board. The Board may provide by resolution the time and place within the State of Colorado for the holding of regular meetings, including telephonic or electronic meetings. In the absence of any such meeting designation, meetings shall be held at the Rocky Mountain Metropolitan Airport, 11755 Airport Way, Broomfield, CO 80021.

6.2 Special Meetings. Special meetings of the Board for any purpose may be called at any time by the Chair, by resolution of the Board, or by request of any two Board Members then in office to the Chair of the Roundtable. Special meetings shall be held within one week of receipt of a request for a special meeting.

6.3 Meeting by Telephone/Electronics. Members of the Board or any committee thereof may participate in a meeting of the Board or committee by means of telephone conference, internet/web conferencing or similar communications equipment by which all persons participating in the meeting can hear one another at the same time. Such participation shall constitute presence in person at the meeting, no matter where such person is actually located.

6.4 Notice of Meetings. Notice to the public of any regular and special meetings of the Board or any meeting of any committee of the Roundtable shall be posted on the Rocky Mountain Metropolitan Airport website at www.flyRMMA.com. Notice of regular Board meetings shall be personally delivered or sent by mail, electronic mail, or other electronic communication to each Board Member at his or her address as shown on the records of the Roundtable as soon as reasonably practicable prior to each regular meeting. Notice of Board meetings, including special meetings, shall be given to each Board Member at least seventy-two (72) hours before the meeting. Notice shall be either oral or written. Oral notice shall be given face-to-face or by telephone. Written notice may be given by mail, personal delivery, electronic mail, or other electronic communication. The notice shall contain (1) the date, time, and place of the meeting or electronic communication method (as applicable); and (2) the agenda for said meeting, including relevant materials relating to the agenda items, or the purpose or purposes for which a special meeting is called. Special meetings of the full Board shall be limited to the purpose or purposes set forth in the notice of said special meeting. The attendance of a Board Member at a meeting shall constitute a waiver of notice of such meeting, except where a Board Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. All Members shall receive electronic copies of all notices, agendas, and appropriate enclosures at the electronic mail address of their designated representative provided to the Chair of the Roundtable and the Rocky Mountain Metropolitan Airport. In addition, notices, agendas, meeting minutes and other Roundtable documents, as determined by the Board, shall be posted on the Rocky Mountain Metropolitan Airport website.

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

actions taken at an otherwise properly held meeting. The parties acknowledge and agree that while no governmental decision making functions have been delegated to the Roundtable and as such the Colorado Open Meetings Laws are not applicable to this body; however, the parties shall attempt to follow the Colorado Open Meetings Laws as a guide for the functions of this organization.

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

6.7 Conduct of Meetings. Unless otherwise agreed to by the Board, Robert's Rules of Order, Revised shall be the parliamentary authority for all meetings of the Board and the rules contained therein shall govern the procedures utilized at such meetings where not inconsistent with the Colorado law. Failure to adhere to Robert's Rules of Order, Revised shall not affect the validity of any Board action.

6.7.1 Minutes and Recording of Meetings. The Rocky Mountain Metropolitan Airport staff shall act as secretary to the Roundtable and shall attend and shall keep the minutes of each meeting of the Roundtable. On or before each regular meeting of the Roundtable, the Airport staff shall cause to be delivered to each Board Member a copy of the minutes of the preceding meeting. Minutes will not be read if each Member has been provided with a copy of the minutes in advance of the meeting at which they are to be approved. Approval of the minutes will be done by motion. Minutes shall be signed by the Presiding Officer at the meeting at which the minutes are approved.

6.7.2 Order of Business. The order of business for regular meetings of the Roundtable will generally be as follows:

- 6.7.2.1 Call to Order
- 6.7.2.2 Approval of Minutes
- 6.7.2.3 Citizen/Public Comments – Citizen/Public comments are welcome and will be offered once every quarter at a meeting, or on a more frequent basis as determined by the Board. Public comment will be limited to 3 minutes per individual in order to allow time for the Roundtable to proceed with other business. If public comment is anticipated to take longer than 30 minutes, the Chair may elect to continue with the other business of the Roundtable and move the public comment period to the last item on the meeting agenda. Additional opportunities for public comment may be offered during discussion of specific topics or during presentations if agreed upon by a majority of the Board Members.
- 6.7.2.4 Roundtable Agenda Items
- 6.7.2.5 Committee or Board Member Reports
- 6.7.2.6 New Matters before the Roundtable
- 6.7.2.7 Adjournment

The Presiding Officer may vary from the order of business if a majority of Board Members present do not object.

ARTICLE VII VOTING

7.1 Quorum for the Board. A quorum must be present at any Board meeting for business transactions to take place and motions to pass. A quorum of the Board shall be a majority of the members of the Board.

7.2 Voting. All Primary Board Members shall be entitled to one (1) vote on any matter coming before the Board. Except as otherwise provided herein, and in Section 7.3 below or otherwise in these Bylaws, all actions of the Board for which a vote is required shall be made and decided by a Majority Vote. For purposes of these Bylaws, "Majority Vote" shall mean a majority of the votes shall be cast in favor of the item coming before a quorum of the Board, committee or Members, as applicable. For purposes of clarity, if a vote is taken and the vote is evenly split, the item shall fail for the lack of receiving a Majority Vote. No Board Member shall abstain from voting unless abstention is required by law. When not otherwise indicated a decision of the Board shall be by a Majority Vote.

7.3 Special Voting Requirements. Any decision of the Board relating to financial matters including, but not limited to, money, expenditures, changes in the fees or dues structure for the Roundtable, removal of a Presiding Officer or termination of a Member's membership shall require approval by 2/3's of the Board Members (a "Super Majority Vote").

7.4 Disclosures. Each Board Member shall provide such disclosures, including potential conflict of interest disclosures, as may be required by law. Unless otherwise permitted by law, any Primary Board Member or Alternate Board Member who has a personal or private financial interest (other than a general interest in property values in the area as a result of being a resident of the area) in any matter proposed or pending before the Board after disclosure thereof shall recuse him or herself from the meeting and shall refrain from attempting to influence the decision of the other members of the Board on such matter.

ARTICLE VIII COMMITTEES

8.1 Committees. The Board may establish by resolution such standing, special or advisory committees in addition to those specified in this Article as it deems appropriate, with such duties, responsibilities, and members as it may designate. The Board may refer to the proper committee any matter affecting the Roundtable or any operations needing further study. The Board shall have the ability to establish advisory committees to gather, research, compare, and evaluate information, and advise the Board regarding matters pertaining to the noise impacts at the Rocky Mountain Metropolitan Airport or such other matters pertaining to the purpose and goals of the Roundtable as deemed necessary or advisable by the Board.

8.2 Limitations. The function of any committee is as an advisory body to the Board. No member of any committee, without the prior authorization of the Board or as set forth in these Bylaws, has the authority to purchase, collect funds, implement policy, or bind, or obligate the Roundtable or the Board in any way or by any means. All such powers are expressly reserved to the Board and the officers of the Roundtable to the extent the Roundtable has any such authority.

8.3 Committee Membership. Committee members may include representatives of the Local Government Members, Ex-Officio Participants, Community Participants and other parties, as determined by the Board. The Board shall approve all appointments to committees by Majority Vote. The Board may appoint a Primary Board Member to serve on any other committee or to act as a liaison to any committee, or both, in the Board's discretion. The Board may from time to time appoint to any standing or special committee any individual who is qualified to serve on such committee and who has the requisite expertise and knowledge to supply value thereto, as determined by the Board in its discretion.

8.4 Committee Officers. Once a committee is formed by the Board, all of the members of such committee shall have a right to vote on any matters before the committee with each member having one vote. Upon formation, each committee shall select by Majority Vote one of its members to serve as Chair and one of its members to serve as Vice Chair. The Chair of each committee shall preside at all meetings of such committee and shall discharge the duties of presiding officer. The Vice Chair of each committee shall have such powers and perform such duties as the members of the committee may from time to time prescribe or as the Chair may from time to time delegate. At the request of the Chair, or in the event of the Chair's absence or inability to act, the Vice Chair shall serve as acting Chair. If the Chair or Vice-Chair elects not to preside over a meeting or particular matter, a Majority Vote of the committee present shall then elect a temporary chair who shall be the presiding officer for that particular meeting or particular matter only, as the case may be. It is anticipated that standing committees shall rotate their Presiding Officers every two years similar to the Board, or on such other timing as the members of the committee shall determine by Majority Vote.

8.5 Committee Meetings. A committee may hold regular meetings at a time and place to be determined by the members of such committee. A quorum must be present at any committee meeting for business to take place and motions to pass. A quorum of a committee shall be a majority of the members of such committee. All committees shall act by Majority Vote, unless otherwise prescribed by the Board. Rules governing procedures for meetings of any committee shall be as established by the Board, or in the absence thereof, the rules set forth in these Bylaws shall be followed. All meetings of any committee shall be open to the public.

8.6 Resignation. A member of any committee may resign at any time by giving written notice to the Chair of the committee and to the Chair of the Roundtable and the Rocky Mountain Metropolitan Airport. Such resignation shall take effect at the time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

8.7 Vacancies. Any vacancy occurring on any committee by reason of resignation or otherwise may be filled by action of the Board, unless otherwise provided herein.

8.8 Removal. At any meeting of the Board duly called and expressly providing for such purpose, any one or more members of any committee may be removed with or without cause by a Super Majority Vote of the Board.

ARTICLE IX FUNDING

9.1 Funding. The Roundtable shall be funded by a dues structure as determined by the Board from time to time, and by such other funding sources as may be or become available to the Roundtable.

9.2 Member Dues. The Members shall pay annual dues to the Roundtable in an amount to be determined annually by the Board. The initial budget will be \$25,200 and will be shared equally by the Local Government Members, with each Member contributing \$3,600 for calendar year 2021 operations of the Roundtable. The Board shall fix the amount of such dues for the ensuing calendar year by no later than July 31 of the then-current calendar year and shall notify all Members thereof. The Members shall have until October 31 of the then-current calendar year to determine to pay annual dues for the following year to the Roundtable in the amount fixed by the Board, and the Members shall notify the Chair of the Roundtable and the Rocky Mountain Metropolitan Airport of such determination. The Board shall approve a budget for the ensuing calendar year during the months of October and November, but never later than November 30th. The Members shall pay annual dues to the Jefferson County Treasurer through the Rocky Mountain Metropolitan Airport fund as specified by Airport staff by no later than April 1 of the calendar year for which such dues are required. With the budgeting process outlined above, it is the intention of the Board that Member entities will include the annual dues for the Roundtable in the budget and appropriations of such Member annually.

9.2.1 Additional Member Funding Requests. The Members acknowledge and agree that additional funding for the Roundtable may be required from time to time (each an "Additional Funding Request"). The Board, in its discretion, may make an Additional Funding Request of its Members at any time, provided that, Members shall not be obligated to provide such Additional Funding Request to the Roundtable if such funding is not included in the budgeting process as described in Section 9.2 as additional appropriations of the Members will be required and may not be available at the time of the Additional Funding Request.

9.3 Authority to Seek Funds. The Roundtable may seek additional funds or funding as may be or become available, including without limitation, moneys from state or federal governments in the form of grants or other funding for the Roundtable.

ARTICLE X WORK PROGRAM

10.1 Work Program. The Roundtable may undertake projects to advance the purpose and goals of the Roundtable (the "Work Program"). The current approved Work Program shall be posted on the Rocky Mountain Metropolitan Airport website with the other Roundtable documents and information.

10.2 Process. The Board shall approve a project, or conditionally approve a project subject to funding, by resolution. The Board may request financial or in-kind contributions from its Members for any project; provided, however, that no Member shall be required to make a financial or in-kind contribution to the Roundtable beyond the amount of the Member's annual dues requirement, and any decision to so contribute shall be in the Member's sole discretion. For projects conditionally approved subject to funding, within forty-five (45) days of the Board's conditional approval of the project, Members must determine whether to contribute to such project and notify the Chair and Rocky Mountain Metropolitan Airport staff of the determination.

10.3 Annual Review of Work Program. The Work Program shall be reviewed annually, for notation of work completed, the need to revise any portion thereof, or the need to add or delete goals and projects for the coming year. Such review shall take place at the March Roundtable meeting, or at such other meeting as the Board may mutually agree.

ARTICLE XI
MISCELLANEOUS

11.1 Amendment. These Bylaws may be amended or repealed at any regular meeting of the Board or at any special meeting called for that purpose provided that written notice of the proposed amendment or repeal shall have been given at least seven calendar (7) days prior to the meeting. Except as provided herein, any such amendment or repeal shall require a Super Majority Vote of the Board at any duly constituted meeting of the Roundtable.

11.2 Severability. The invalidity of any provision of these Bylaws shall not affect the other provisions hereof. In the event any provision of these Bylaws is determined to be invalid, these Bylaws shall be construed in all respects as if such invalid provision were omitted.

11.3 Headings. The headings provided throughout these Bylaws are for convenience and reference only and in no way define, limit, or add to the meaning of any provision hereof.

I, _____, as Chair of the Rocky Mountain Metropolitan Airport Community Noise Roundtable, hereby certify that attached hereto are the Bylaws of the Rocky Mountain Metropolitan Airport Community Noise Roundtable, which were duly adopted by the Roundtable on _____ and are of full force and effect as of the date hereof.

Dated: _____

Chair