

BYLAWS

of the

Mound Basin Groundwater Sustainability Agency

August 16, 2018

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PREAMBLE

These Bylaws are adopted and effective as of **[DATE]**, pursuant to the Joint Exercise of Powers Agreement of the Mound Basin Groundwater Sustainability Agency of June 2017 (the "Agreement" or "JPA") by and among the City of San Buenaventura, County of Ventura, and United Water Conservation District ("Members").

ARTICLE 1. THE AUTHORITY

1.1 **NAME OF AUTHORITY.** The name of the Authority created by the Agreement shall be the **MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY** ("Authority"). JPA, Preamble.

1.2 **OFFICE OF AUTHORITY.** The principal office of the Authority shall be **[ADDRESS]**, or at such other location as the Board may designate by resolution. JPA, 7.3.

1.3 **POWERS.** The powers of the Authority are vested in the governing board who reserve unto themselves the right to delegate by resolution such powers as are appropriate and permissible by law. JPA, Art. 4. The governing board ("Board" or "Board of Directors") consists of: one (1) Member Director appointed by the City Council of the City of San Buenaventura who is a member of the City Council of San Buenaventura or a representative; one (1) Member Director appointed by the County of Ventura Board of Supervisors, who is a Supervisor or representative; one (1) Member Director appointed by the Board of Directors for United Water Conservation District, who is a member of United Water Conservation District's Board of Directors or a representative; one (1) Agricultural Stakeholder Director; and one (1) Environmental Stakeholder Director, to be nominated by the environmental organizations outlined in the Article 6.3.5 of the Agreement and unanimously selected by the Member Directors. JPA, 6.3.1-3.5.

ARTICLE 2. BOARD OF DIRECTORS

2.1 **BOARD.** The Authority shall be governed by a Board of Directors ("Board of Directors" or "Board"). The Board shall consist of five (5) Directors comprised of representatives who shall be appointed in the manner set forth in Article 6 of the Agreement. JPA, 6.1, 6.3.

2.2 **POWERS.** The business and affairs of the Authority, and all of the powers of the Authority, including without limitation all powers set forth in Article 4 of the Agreement, are reserved to, and shall be exercised by and through the Board of Directors, except as may be expressly delegated to the Executive Director pursuant to the Bylaws, or by specific action of the Board of Directors.

2.3 MEMBER DIRECTORS.

2.3.1 Terms, Removal and Vacancies. Member Directors will be appointed to serve for a term of two (2) years, except as set forth in Section 6.4 of the Joint Exercise of Powers Agreement. A Member Director may be removed during his or her term or reappointed for multiple terms at the pleasure of the Member's governing agency. The Member Director shall cease to be a Director when he or she is no longer a member of their governing Agency's board or ceases to be an employee of the Member. JPA, 6.5. No individual Member Director may be removed in any other manner, including by affirmative vote of the other Directors. A Member Director vacancy shall occur when a Director resigns, at the end of the Director's term, or when he or she is removed by his or her appointing governing body. Upon the vacancy of a Member Director, the seat shall remain open and vacant until a replacement Director is appointed as set forth in Section 6.3 of the Joint Exercise of Powers Agreement. Members shall submit any changes in Director positions to the Executive Director by written notice signed by an authorized representative of the Member. The written notice shall include a resolution of the governing body of the Member directing such change in the Director position. JPA, 6.5.

2.4 AGRICULTURAL STAKEHOLDER DIRECTOR

2.4.1 Terms, Removal and Vacancies. The term for the Agricultural Stakeholder Director shall be one (1) year. A vacancy of an Agricultural Stakeholder Director's seat shall occur upon a Director's resignation or at the end of the Director's term. JPA, 6.5. Upon the vacancy of the Agricultural Stakeholder Director, the seat shall remain vacant until a replacement Director is appointed as set forth in Section 6.3 of the Joint Exercise of Powers Agreement. JPA, 6.5.

2.5 ENVIRONMENTAL STAKEHOLDER DIRECTORS

2.5.1 Terms, Removal and Vacancies. The term for the Environmental Stakeholder Director shall be one (1) year. JPA, 6.4. A vacancy of an Environmental Stakeholder Director's seat shall occur upon a Director's resignation or at the end of the Director's term. JPA, 6.5. Upon the vacancy of the Environmental Director, the seat shall remain vacant until a replacement Director is appointed as set forth in Section 6.3 of the Joint Exercise of Powers Agreement. JPA, 6.5.

ARTICLE 3. MEETINGS

3.1 REGULAR MEETINGS. The regular meetings of the Authority shall be held at least quarterly on a date and time which the Authority may designate as determined by the Board. The Board will set the time and place of meetings in accordance with Government Code Section 54954. JPA, 8.2.

3.2 QUORUM. A majority of the Directors of the Board shall constitute a quorum for the purpose of conducting Authority business, exercising Authority powers, and for all other purposes. However, a smaller number may adjourn from time-to-time until the quorum is obtained. JPA, 9.1.

3.3 AGENDA. Authority staff shall prepare the agenda. At least seventy-two hours before a regular meeting, or at least twenty-four hours prior to a special meeting, the Board Secretary shall post an agenda containing a brief, general description of each item of business to be transacted or discussed at the meeting, including the items to be discussed in closed session. The posting shall be freely accessible to the public. The agenda shall include the opportunity for the public to address the Board prior to taking action on any matter. The agenda for regular and adjourned regular meetings shall include the opportunity for the public to address the Board on matters within the jurisdiction of the Authority but not on the agenda. During public comment, a Director may request a matter be included on the agenda for a future meeting. Authority staff shall arrange for the matter to be placed on a future agenda as promptly as feasible. No action shall be taken on matters not shown on the posted agenda, except that Directors may briefly respond to statements made or questions posed during public comment; respond to a request for clarification; provide a reference to staff or other resources for factual information; request staff to report back to the Board at a subsequent meeting or direct staff to place a matter of business on a future agenda. The Board may add matters to the agenda upon a majority finding that an emergency exists or upon at least a two-thirds vote finding there is a need to take immediate action and the need for action came to the attention of the Authority subsequent to the posting of the agenda.

3.4 VOTING. Voting by the Board of Directors shall be made on the basis of one vote for each Director. All decisions of the Board shall require the affirmative vote of a minimum of three (3) Directors, except for the matters specified in Article 9.3 of the JPA which require special voting. JPA, 9.3.

3.5 RULES OF ORDER. All rules of order not otherwise provided for in the Bylaws shall be determined, to the extent practicable, in accordance with "Rosenberg's Rules of Order", provided, however, that no action shall be invalidated, or its legality otherwise affected by the failure or omission to observe or follow "Rosenberg's Rules of Order."

ARTICLE 4. OFFICERS

4.1 OFFICERS. The officers of the Authority shall consist of a Chair, a Vice Chair/Secretary, and a Treasurer. JPA, 7.1. Officers shall be elected annually by, and serve at the pleasure of, the Board of Directors. Officers shall be elected at the first Board meeting, and thereafter at the first Board meeting following January 1st of each year. JPA, 7.2.4.2 CHAIR. The Chair shall preside at meetings of the Authority. The Chair shall sign contracts, deeds, and other instruments made by the Authority.

4.3 VICE CHAIR. The Vice Chair shall perform the duties of the Chair in the absence or incapacity of the Chair. JPA, 7.1. The Vice Chair shall also act as Secretary and shall keep the administrative records of the Authority, act as secretary at meetings of the Authority, record all votes, and keep a record of the proceedings of the Authority to be kept for such purpose, and perform all duties incident to the Secretary's office. The Secretary shall maintain a record of all official proceedings of the board.

4.4 **TREASURER AND AUDITOR.** The Treasurer and Auditor shall be appointed in the manner, and shall perform those functions required by Government Code Sections 6505, 6505.5, and all other applicable laws and regulations, including any subsequent amendments thereto. The Treasurer shall be bonded in accordance with the provisions of section 6505.1. JPA, 13.3.

4.5 **GENERAL COUNSEL.** The General Counsel shall be the chief legal officer of the Authority. The General Counsel shall give advice or opinions in writing to the Chairman or other Authority officers and shall prepare proposed resolutions, laws, rules, contracts, and other legal documents for the Authority when requested to do so by the Authority. The General Counsel shall attend to all lawsuits and other matters to which the Authority is a part or in which the Authority may be legally interested and do such other things pertaining to the General Counsel's office as the Authority may request.

4.6 **OFFICER COMPENSATION.** The officers of the Authority shall receive such compensation as the Authority prescribes and in addition, shall receive their actual and necessary expenses, including traveling expenses incurred in the discharge of their duties.

4.7 **EXPENSES.** If previously approved by the Board, a Director shall receive actual, reasonable, and necessary reimbursement for travel, meals, lodging, registration, and similar expenses incurred on Authority business. The reimbursement rates for lodging shall not exceed the posted rates for a trade conference, but if a lodging at the posted rates is not available, the reimbursement rate shall be comparable to the posted rates. For travel of 250 miles or less, Directors shall be reimbursed at the IRS rate. For travel over 250 miles, Directors shall be reimbursed at the lowest available rate for public air transportation, as determined by the Administrator, or actual cost, whichever is less. As used herein, "transportation" includes travel to and from terminals. Automobile rental expenses shall be approved in advance. Reimbursement for meals, other than alcoholic beverages, shall be at the rate established by the IRS or actual reasonable cost not to exceed \$60 per day. Directors may declare the amount of the meal under penalty of perjury in lieu of receipts if the amount is less than the IRS rate. Claims for expense reimbursement shall be submitted to the Administrator of the Board on forms provided by the Authority within 30-days after the expense has been incurred. The Administrator shall determine whether the claim satisfies the requirements of this section and if the claim is denied, the claimant may appeal to the Board.

ARTICLE 5. COMMITTEES

5.1 Pursuant to Article 12 of the Agreement, the Board of Directors may from time to time appoint one or more advisory committees or establish standing or ad hoc committees to assist in carrying out the purposes and objectives of the Authority. The Board shall determine the purpose and need for such committees and the necessary qualifications for individuals appointed to them. Each standing or ad hoc committee shall include a Director as the chair thereof. Other members of each committee may be composed of those individuals approved by the Board of Directors for participation on the committee. However, no committee or participant on such committee shall have any authority to act on behalf of the Authority. Permanent Committees will be given a specific

role and, regardless of the number of Directors appointed, shall be subject to compliance with the Brown Act. All Committees will provide regular updates to the full Board about their activities and the progress of their work.

ARTICLE 6. EXECUTIVE DIRECTOR AND STAFF

6.1 EXECUTIVE DIRECTOR. The Board of Directors may appoint an Executive Director, who may be, though need not be an officer, employee, or representative of one of the Members. The Executive Director shall have general supervision over the administration of Authority business and affairs, subject to the direction of the Authority. The Executive Director shall have the powers designated by the Board, and may execute contracts, deeds, and other documents and instruments as authorized by the Authority. The Executive Director's compensation, if any, shall be determined by the Board of Directors. JPA, 10.1-10.2.

6.2 STAFF. The Executive Director may employ such additional full-time and/or part-time employees, assistants, and independent contractors who may be necessary from time to time to accomplish the purposes of the Authority, subject to the approval of the Board of Directors. JPA, 10.4.

ARTICLE 7. FINANCES

7.1 DEPOSIT AND DISBURSEMENT OF FUNDS. All funds of the Authority shall be deposited in one or more depository accounts as may be designated by the Board. Such accounts shall be independent of any account owned by or exclusively controlled by any of the Members. No disbursements of such funds shall be made unless the same shall have been approved in the annual operating budget, or otherwise specifically approved by the Board. Monthly, or at a time established by the Board, all disbursements shall be listed on a report by check number, vendor and amount, and approved by the Board prior to the issuance of a payment. All check disbursements shall require dual signature that will include the Treasurer and Board Chair or Vice Chair.

7.2 BUDGET. The Authority shall operate pursuant to an operating budget to be adopted prior to the beginning of each new fiscal year. JPA, 14.1. The Agency shall endeavor to operate each year pursuant to an annually balanced budget so that projected annual expenses do not exceed projected annual revenues. Budget adjustments to the annual budget shall be reviewed and acted upon by the Board at a regularly scheduled Board meeting occurring after January 1 of each calendar year. The Board may take action to amend the budget at other times if circumstances require more immediate action.

ARTICLE 8. DEBTS AND LIABILITIES

8.1 The debts, liabilities, and obligations of the Authority are not and will not be the debts, liabilities, or obligations of any or all of the Members. JPA, 15.1. However, nothing in this Article or in the Agreement prevents, or impairs the ability of, a Member or Members, from agreeing, in a separate agreement, to be jointly and/or severally liable, in whole or in part, for any debt, obligation, or liability of the Authority, including but not limited to, any bond or other debt instrument issued by the Authority.

ARTICLE 9. REGISTRATION OF FACILITIES

9.1 The Authority may require registration of all groundwater extraction facilities within its management area pursuant to Wat. Code, § 10725.6. The Authority shall keep a register of wells drilled within its management area. It shall be the policy of the Authority to have a standing request with the County of Ventura to be notified of any application or plan for a well or groundwater extraction facility within the Authority's jurisdiction.

ARTICLE 10. FEE ENFORCEMENT

10.1 Fee Enforcement is based on Wat. Code, § 10730.6:

- (a) Groundwater fees will be due and payable to the Authority semi-annually by the Owner or Operator. If the Owner or Operator fails to pay a groundwater fee within thirty (30) days of it becoming due, the Owner or Operator shall be liable to the Authority for interest at the rate of one (1) percent per month on the delinquent amount of the groundwater fee and a ten (10) percent penalty.
- (b) In the event of an overpayment of groundwater fees and charges by the Owner or Operator, unless the payor requests a refund, the Agency shall apply the overpaid amount to the Owner or Operator's next billing statement or payment cycle.
- (c) Should the Authority decide not to bring suit, the Authority may collect any delinquent groundwater charge and any civil penalties and interest on the delinquent groundwater charge pursuant to the laws applicable to United Water Conservation District, County of Ventura, and City of Buenaventura. Collection shall be in the same manner as it would be applicable to the collection of delinquent assessments, water charges, or tolls.
- (d) Additionally, the Authority may, after a public hearing, order an Owner or Operator to cease extraction of groundwater until all delinquent fees are paid. The Authority shall give notice to the Owner or Operator by certified mail at least fifteen (15) days in advance of the public hearing.

(e) All remedies specified in this section for collecting and enforcing fees are cumulative and may be pursued alternatively or may be used consecutively as determined by the Authority's Board of Directors.

(f) By an affirmative vote of three (3) Directors, the Authority may, in its sole discretion, waive any interest payments, penalties, or overdue fees.

ARTICLE 11. RECORDS RETENTION

11.1 MAINTENANCE OF THE AUTHORITY RECORDS. The Authority will keep:

(a) All public records, as defined in Cal. Gov. Code Section 6252.

(b) All such records will be kept at the Authority's principal office.

11.2 RECORDS RETENTION POLICY AND SCHEDULE. By December 31, 2018, the Board will review and adopt a Records Retention Policy and Schedule that specifies the retention period of different categories of materials. Implementation of this Policy will be the responsibility of Authority staff.

11.3 INSPECTION RIGHTS.

(a) Any member may inspect the accounting books and records and minutes of the proceedings of the Board and committees of the Board, at any reasonable time, for a purpose reasonably related to such person's interest.

(b) Any inspection and copying under this Section may be made in person or by an agent or attorney or the entity entitled thereto and the right of inspection includes the right to copy.

11.4 MAINTENANCE AND INSPECTION OF AGREEMENT AND BYLAWS. The Authority will keep at its principal executive office the original or copy of the Agreement and these Bylaws as amended to date, which will be open to inspection by the Authority or any Member at all reasonable times during office hours. 11.5 INSPECTION BY DIRECTORS. Every Director has the absolute right at any reasonable time to inspect all non-confidential books, records, and documents of every kind and the physical properties of the Authority. This inspection by a Director may be made in person or by an agent or attorney, and the right of inspection includes the right to copy and make extracts of documents.

ARTICLE 12. CODE OF ETHICS AND CONFLICTS OF INTEREST

12.1 DECLARATION OF POLICY. The proper operation of democratic government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and the public have confidence in the integrity of

its government. In recognition of these goals, there is hereby established a Code of Ethics for all officers and employees, whether elected or appointed, paid or unpaid. This Article establishes ethical standards of conduct for Authority officers and employees by setting forth those acts or actions that are incompatible with the best interests of the Authority and by directing the officers' disclosure of private financial or other interests in matters affecting the Authority.

12.2 CONFLICT OF INTEREST CODE. The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. Pursuant to this, the Authority adopted and promulgated a Resolution which constitutes the Conflict of Interest Code for the Authority, and sets forth designations of officials and employees, and establishes economic disclosure categories. The Authority will review its Conflict of Interest Code every other year as required by the Political Reform Act.

12.3 RESPONSIBILITIES OF PUBLIC OFFICE. Public officials and employees are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the United States and State Constitution and to carry out impartially the laws of the nation, State, and the Authority, thus to foster respect for all governments. They are bound to observe, in their official acts, the highest standards of performance and to discharge faithfully the duties of their office, regardless of personal considerations. Recognizing that the public interests must be their primary concern, their conduct in both their official and private affairs should be above reproach.

12.4 DEDICATED SERVICE. Officers and employees owe a duty of loyalty to the political objectives expressed by the electorate and the programs developed by the Board to attain those objectives. Appointive officers and employees should adhere to the rules of work and performance established as the standards for their positions by the appropriate Authority. Officers and employees should not exceed their Authority or breach the law, or ask others to do so, and owe a duty to cooperate fully with other public officers and employees unless prohibited from so doing by law or by the officially recognized confidentiality of their work.

12.5 FAIR AND EQUAL TREATMENT. Officers and employees shall not request or permit the use of Authority-owned vehicles, equipment, materials, or property for personal convenience or profit, except when such services are available to the public generally or are provided for the use of such officer or employee in the conduct of official business. Officers and employees shall not grant special consideration, treatment or advantage to a member of the public beyond what is available to every other member of the public.

12.6 POLITICAL ACTIVITIES. Officers and employees shall not solicit or participate in soliciting assessment; subscription of contribution to a political party during working hours on property owned by the Authority and shall conform to Government Code Sections 3202 and 3203. Officers and employees shall not promise appointment to a position with the Authority.

12.7 EX PARTE COMMUNICATIONS. Any written communication received by an officer or employee relating to a matter to be discussed by the Authority Board shall be made part of the record of decision. A communication concerning only the status of a pending matter shall not be regarded as an ex parte communication.

12.8 AVOIDANCE OF IMPRESSIONS OF CORRUPTIBILITY. Officers and employees shall conduct their official and private affairs so as not to give a reasonable basis for the impression that they can be improperly influenced in performance of public duties. Officers and employees should maintain public confidence in their performance of the public trust in the Authority. They should not be a source of embarrassment to the Authority and should avoid even the appearance of conflict between their public duties and private interests.

12.9 NO DISCRIMINATION IN APPOINTMENTS. No person shall be appointed to, removed from, or in any way favored or discriminated against with respect to any appointive administrative office because of such person's race, color, age, religion, gender identification, national origin, political opinions, affiliations, or functional limitation as defined by applicable State or federal laws, if otherwise qualified for the position or office. This provision shall not be construed to impair administrative discretion in determining the requirements of a position or in a job assignment of a person holding such a position, subject to review by the Board.

12.10 AUTHORITY ALLEGIANCE AND PROPER CONDUCT. Officers and employees shall not engage in or accept any private employment, or render services for private interest, when such employment or service is incompatible with proper discharge of official duties or would tend to impair independence or judgment or action in the performance of those duties. Officers and employees shall not disclose confidential information concerning the property, government, or affairs of the Authority and shall not use confidential information for personal financial gain. Officers and employees shall not accept a gift in excess of limits established by state law. Officers and employees shall not accept any gift contingent upon a specific action by the Board. Officers and employees shall not appear on behalf of business or private interests of another before the Board where such appearance would create a potential of having to abstain from officers participating on that matter or be incompatible with official duties. Officers and employees shall not represent a private interest of another person or entity in any action or proceeding against the interest of the Authority in any litigation to which the Authority is a party. A Director may appear before the Authority on behalf of constituents in the course of duties as a representative of the electorate or in the performance of public or civic obligations.

12.11 PENALTIES. In addition to any other penalties or remedies provided by law, violation of this Article shall constitute a cause for suspension, removal from office or employment or other disciplinary action after notice and hearing conducted by the appropriate appointing Member or, in the case of the Board, an affirmative vote of four (4) Directors, or three (3) Directors in the event a Director is absent, conflicted or prohibited from voting pursuant to 9.3 of the JPA agreement.

ARTICLE 13. AMENDMENT

13.1 These Bylaws may be amended from time to time by resolution of the Board duly adopted upon majority of the Board at a regular or special meeting of the Board, provided, however, that no such amendment shall be adopted unless at least thirty (30) days written notice thereof has

previously been given to all members of the Board. Such notice shall identify the Article to be amended, the proposed amendment, and the reason for the proposed amendment. JPA, 11. The Board may, upon unanimous consent, waive the thirty (30) day written notice period.

ARTICLE 14. PURCHASING POLICY

14.1 **POLICY.** The Authority will procure Goods and Services in support of its administrative, operational and capital improvement requirements. It is the intent of the Authority to engage in procurements that ensure it will receive Goods and Services of the appropriate quantity, of a satisfactory level of quality, delivered in a timely manner, and at a price that represents the best value to the Authority, its Members, and other affected parties. Furthermore, it will employ procurement processes that are fair and equitable and will allow providers of Goods and Services the greatest opportunity to participate and compete for the Authority's procurement engagements.

14.2 **DEFINITIONS.**

The following definitions shall apply to this Article:

- (a) Contract. A written document establishing terms and conditions between buyer and seller for the provision of Goods or Services, and includes Professional Service Agreements, General Service Agreements, and Purchase Orders.
- (b) Critical Repairs. Services performed on Agency facilities that are unplanned, unexpected and which are essential to the continued operation of the facilities, but do not rise to the level of "Emergency."
- (c) Formal Competitive Solicitation. The issuance of a written Request for Bids, proposals or quotations.
- (d) Goods. Refers to all types of tangible personal property including materials, supplies, and equipment.
- (e) Material Change. A change to essential terms in a contract including, not limited to, consideration, scope of Services, insurance and indemnity obligations, and assignment.
- (f) Informal Competitive Solicitation. A written request for a bid, proposal, or quotation in accordance with written terms and conditions included in the request.
- (g) Public Works Construction Agreement. Agreement for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind and awarded in compliance with competitive bidding statutes.
- (h) Requisition. A document generated by staff to identify and establish a requirement for, and request authorization of, the procurement of Goods and Services.

- (i) Service(s). The labor, intellectual property or other work product provided by a Contractor or Consultant that is not tangible personal property.

14.3 PROCUREMENT OF GOODS AND SERVICES.

- (a) Procurement Authority. Procurement authority shall be exercised and performed by the Board of Directors through the approval of warrants presented to the Board. This authority includes both the authority to approve procurements and the authority to commit the Agency to procurements. The Board of Directors may delegate certain authorities to the Agency's management and staff. These delegated authorities shall be exercised and performed in accordance with applicable federal, state, and local laws and the policies contained herein.
- (b) Procurement of Goods, Professional Services and Non-Professional Services. The Agency may procure Goods and Services as authorized below:
 - (1) Procurements of Goods, Professional Services and Non-Professional Services Less than \$500:
 - (i) The Executive Director may expend up to \$500 to purchase necessary supplies and equipment without secondary approval.
 - (2) Procurement of Goods, Professional Services and Non-Professional Services over \$500:
 - (i) Requires Board approval of a Purchase Order.
 - (ii) Signed by both the Board Chair and Treasurer.
 - (3) Amendments/ Change Orders / Revisions: Material Changes to a contract document require authorization. Approval and execution is subject to the thresholds established above and based on the final value of the Contract document after the change is incorporated.
- (c) Leasing of Goods. Leasing of Goods is subject to the same requirements established for the procurement of Goods, as defined in section (b).
- (d) Public Works. The procurement of Goods and Services for the construction of public works by the Agency shall be governed by California Public Contract Code sections 20640 et seq.
- (e) Amendments/ Change Orders/ Revisions: Material Changes to a Contract document require authorization. Approval and execution is subject to the thresholds established above and based on the final value of the Contract document after the change is incorporated. Change Orders within preapproved funding amounts require execution by the Board of Directors.

14.4 EMERGENCY PURCHASES AND SERVICES. In the event of an emergency, the Executive Director may make immediate purchases of Goods and Services pursuant to California Public Contract Code section 20640 *et seq.* Emergency purchases include any purchase required to prevent imminent danger or to prevent or mitigate the loss or impairment of life, health, property, or essential public services. Every effort shall be made to obtain advance approvals or to obtain approvals as soon as possible following the purchase.

14.5 PROCUREMENT OF CRITICAL GOODS AND SERVICES. When expenditures are made for the procurement of Critical Goods and Services, staff will use its best efforts to conform to the Informal Solicitation process, and shall not exceed \$1,000 per each critical repair or critical acquisition. Any expenditure for these types of repairs will be brought to the Board of Directors at the next regularly scheduled Board meeting for ratification.

ARTICLE 15. DEFINITIONS AND CONSTRUCTION

15.1 Unless specifically defined in these Bylaws, all defined terms shall have the same meaning ascribed to them in the Agreement. If any term of these Bylaws conflicts with any term of the Agreement, the Agreement's terms shall prevail, and these Bylaws shall be amended to eliminate such conflict of terms. Unless the context or reference to the Agreement requires otherwise, the general provisions, rules of construction, and definitions in the California Civil Code will govern the construction of these Bylaws.

EFFECT. These bylaws shall take effect immediately upon adoption.

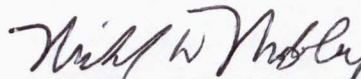
PASSED, APPROVED AND ADOPTED on August 16, 2018, by the following votes:

AYES: Four (Brown, Chambers, Mobley, Shephard)


NOES: None

ABSTAIN: None

ABSENT: one (Everts)


Chair

ATTEST:


Secretary

[Seal]