

# **SALTON SEA AUTHORITY**

## **BYLAWS**

### PREAMBLE

The Salton Sea Authority (hereinafter referred to as the "Authority") is a Joint Powers Agency created to direct and coordinate actions relating to improvement of water quality and stabilization of water elevation and to enhance recreational and economic development potential of the Salton Sea and other beneficial uses, recognizing the importance of the Salton Sea for the continuation of the dynamic agricultural economy in Imperial and Riverside Counties.

### ARTICLE I

#### FUNCTIONS

- 1.1 The functions of this Authority are to undertake projects, singularly or in cooperation with other agencies. These projects may relate to:
- A. surface elevation of the Salton Sea;
  - B. salinity of the Salton Sea;
  - C. fish and wildlife of the Salton Sea;
  - D. public recreation facilities and opportunities;
  - E. protection and enhancement of water quality in the Salton Sea;

- F. reduction or elimination of threats to public health, safety and welfare;
- G. conservation of water;
- H. encouragement of compatible planning and development adjacent to and in proximity of the Salton Sea;
- I. establishment of on-going maintenance and operations programs to accomplish the purposes of the Authority;
- J. management of by-products resulting from projects undertaken by the authority, including the beneficial reuse of these by-products; and
- K. acquisition of sufficient revenues to retire debt and to fulfill the financial obligations of the Authority.

## ARTICLE II

### MEMBERSHIP

#### 2.1 Members and Voting

The following shall be MEMBERS of the Authority:

- A. County of Imperial
- B. County of Riverside
- C. Coachella Valley Water District
- D. Imperial Irrigation District
- E. Torres Martinez Desert Cahuilla Indians ("Tribe") Revised December 2003

Each MEMBER AGENCY shall have two votes, which may be cast by one person.

## 2.2 Ex-Officio Members

In order to assist in coordinating the duties and activities of the Authority with other governmental entities, the following may be ex-officio (non-voting) members of the Authority:

- A. Coachella Valley Association of Governments (CVAG)
- B. Imperial Valley Association of Governments (IVAG)
- C. Southern California Association of Governments (SCAG)
- E. California State Secretary of Resources
- F. California Department of Fish and Game (CDFG)

Revised December 2003

Other ex-officio members may be added by a unanimous vote of the members of the Board of Directors.

2.3 Each appointee to the Board of Directors shall serve at the pleasure of the appointing MEMBER AGENCY.

## ARTICLE III

### ADMINISTRATION

3.1 Officers: The officers of the Authority shall consist of the President, Vice-President Secretary, and Treasurer, each of whom shall be selected from the voting members of the Board of Directors

- 3.2 Term of Office: The term for all officers shall be one (1) year.
- 3.3 Election of Officers: The Authority shall elect by a majority vote of the Board of Directors its officers at its last meeting of the fiscal year, and at such other times as there may be a vacancy in any office.
- 3.4 Rotation of Officers: It shall be a policy of the Board to encourage rotation of the offices among the Board members.
- 3.5 Removal of Officers: Officers may be removed by a majority vote of the Board. Voting on removal shall take place no sooner than at the next regular meeting following the meeting at which a motion to remove officers was introduced.
- 3.6 Duties of Officers:
- A. Duties of the President: The President shall, if present, preside at all meetings of the Authority and exercise and perform such other powers and duties as may be from time to time assigned to the President by the Authority or provided herein. In any case in which the execution of a document or the performance of an act is directed, the President, unless an act of the Authority otherwise provides, is empowered and directed to execute such document or perform such act.

- B. Duties of Vice President: The Vice President shall perform the duties of the President in his or her absence and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.
- C. Duties of the Treasurer: The Treasurer shall be the depository of funds and have custody of all funds of the Authority from whatever source. The Treasurer shall comply with all duties imposed under California Government Code, Section 6500 et seq.
- D. Duties of the Controller: The Controller of the Authority shall draw warrants or check warrants against the funds of the Authority in the Treasury when the demands are approved by the Board of Directors or such other persons as may be specifically designated by the Bylaws. The Controller shall comply with all duties imposed under California Government Code Section 6500 et seq.
- E. Duties of the Secretary: The Secretary of the Authority shall be responsible for all records of the Authority, including, but not limited to minutes of meetings, membership and mailing lists, and legal documents.

3.7 The Board of Directors shall have the power to appoint such additional officers as may be appropriate, including a Controller consistent with Government Code Section 6505.5.

- 3.8 Each and all of the said officers shall serve at the pleasure of the Board and shall perform such duties and shall have such powers as the Board may, from time to time, determine.

#### ARTICLE IV

#### CONDUCT OF MEETINGS

- 4.1 Agenda: Matters to be placed on the agenda for any regular meeting may be filed with the President of the Authority. The agenda for each regular meeting shall be prepared by the President. The agenda shall be prepared pursuant to the provisions of the Ralph M. Brown Act as set forth in California Government Code, Sections 54950 et seq.
- 4.2 Regular Meetings. The Board shall from time to time adopt resolutions that provide for the day, time and place of holding its regular meetings, which place shall be within Imperial or Riverside Counties.
- 4.3 Special Meetings: Special meetings may be called at the request of the President of the Board or a majority of the Board of Directors. Notice of all special meetings shall be provided pursuant to the provisions of the Ralph M. Brown Act as set forth in California Code Sections 54950 et seq.

- 4.4 Ralph M. Brown Act: The meetings of the Board of Directors shall be open to the public and shall be held and conducted in accordance with the provisions of the Ralph M. Brown Act as set forth in the California Government Code Sections 54950, et seq.
- 4.5 Minutes: The Secretary of the Authority shall cause to be kept the minutes of all Board meetings and shall cause a copy of these minutes, along with copies of all ordinances and resolutions enacted to be forwarded to each of the PARTIES hereto.
- 4.6 Quorum: A majority of votes of the PARTIES shall constitute a quorum for the transaction of business.
- 4.7 Actions of the Board: Except as otherwise provided herein or in the Joint Powers Agreement, all actions of the Board shall be passed upon the affirmative majority vote of the Board of Directors of a quorum of the Board of Directors. Formal action, other than appointment of a committee or subcommittee will not ordinarily be taken with respect to any matter not included on the agenda unless a majority of the voting members of the Authority present at the meeting consent to such consideration.

4.8 Committee of the Whole: At any regular meeting not held because of a lack of a quorum, members present, if less than a quorum of the Authority, may constitute themselves as a "Committee of the Whole," for purposes of discussing agenda matters or any other matter of interest to the members present. The Committee once constituted shall not take action. The committee shall automatically cease to exist if a quorum of the Authority is present at the meeting.

4.9 Motions. Voting members only may make and second motions.

4.10 Amendments: A two thirds (2/3) vote of the Board of Directors is required to adopt an amendment to these Bylaws. All proposed Bylaw Amendments shall be mailed to member agencies at least 30 days prior to the meeting where the amendments are to be considered.

4.11 Compensation: Board members may be compensated pursuant to Board of Directors policy.

## ARTICLE V

### BUSINESS OFFICE AND STAFF

5.1 Subject to the provisions of paragraph 5.2 below, the Authority's business office shall initially be located at the offices of the County of Imperial.



5.2 The Board of Directors may, from time to time, change the location of the Authority's business office and/or utilize the secretarial, clerical and administrative services of other MEMBER AGENCIES, with the appropriate reimbursement for the same, or employ its own personnel to provide such services.

## ARTICLE VI

### GENERAL ADMINISTRATIVE BUDGET

6.1 As soon as possible after the formation of the Authority, at the first meeting of the Board of Directors and annually in the month of May, a general administrative budget shall be adopted by the Board of Directors. The budget shall be prepared in sufficient detail to constitute an operating outline for contributions made by the PARTIES, Federal and State government and fees, charges or assessments and expenditures to be made during the ensuing year for operation, administration, projects, programs, planning, study, debt service (if any) and reserves. The budget shall be adopted by the Board of Directors, subject to ratification by the MEMBER AGENCIES. Until such time as the ratification process has been completed, the budget shall constitute a proposed budget.

6.2 Each annual budget shall provide for pro-rata contributions by each participating MEMBER AGENCY, except the Tribe, to be established by the Board of Directors of

the Authority. The contribution of the Tribe shall be agreed upon by the Authority and the Tribe. The initial pro-ration of the budget shall be twenty-five (25) percent of each MEMBER AGENCY after federal or state contributions are deducted.

- 6.3 The contribution from each MEMBER of the Authority specified in any budget shall be due, payable and delivered to the Authority within 60 days after receipt of a billing therefore from the Authority or as soon thereafter as a warrant can issue in the normal course of a MEMBER's business. To the extent permitted by State law, unpaid, past due contributions shall bear interest at the legal rate of interest from the date due to the date paid.

## ARTICLE VII

### SPECIFIC PROJECTS

- 7.1 For matters not deemed to be of general benefit to all PARTIES (Article VII, above), the Authority shall function through the identification and implementation of "specific projects." A specific project may involve less than all of the MEMBERS of the Authority, provided that no MEMBER shall be involved without its approval. A separate project budget and written agreement of the PARTIES who consent to participation in a specific project shall be established for each specific project, which budget and agreement shall determine the respective obligations, functions and rights of the MEMBERS involved, and of the Authority. The members of the Board

of Directors representing the MEMBER AGENCIES who will be involved in financing and implementing the specific project shall be and constitute a "Project Committee" of the Authority for purposes of administration and implementation of the specific project. All "specific projects" shall be approved by a majority vote of the Board of Directors.

### ARTICLE VIII

### ACCOUNTING

- 8.1 The fiscal year of the Authority shall be from July 1 to June 30, following.
- 8.2 Full books and accounts shall be maintained for and by the Authority in accordance with practices established by or consistent with those utilized by the Controller of the State of California for like public agencies. In particular, the Treasurer of the Authority shall comply strictly with the requirements of the statutes governing joint power agencies, Chapter 5, Division 7, Title 1 of the Government Code, commencing with Section 6500, including verifying and reporting, in writing, on the first day of January, April, July, and October of each year to the Authority and to the contracting parties to the agreement the amount of money the Treasurer holds for the Authority, the amount of receipts since the Treasurer's last report, and the amount paid out since the Treasurer's last report.

- 8.3 The records and accounts of the Authority shall be audited annually by an independent certified public accountant and copies of each such audit report shall be filed with the Auditor-Controller of the County of Imperial, County of Riverside, State Controller and each MEMBER of the Authority no later than 15 days after receipt of the audit by the Board of Directors.
- 8.4 Each MEMBER AGENCY shall have the right to audit the records and accounts of the Authority, the cost and expense of which shall be borne by the MEMBER AGENCY seeking such audit.

ARTICLE IX  
PROPERTY RIGHTS

- 9.1 To the extent that any funds received by the Authority from any MEMBER are used for the acquisition or construction of assets, the same shall be allocated annually on the books of the Authority to the credit of the said contributing MEMBER.

ARTICLE X

## DISPUTE RESOLUTION

10.1 Any controversy or claim between any two or more parties to the Joint Powers Agreement, or between any such party of parties and the Authority with respect to disputes, demands, differences, controversies, or misunderstandings arising in relation to interpretation of the Bylaws or this Agreement, or any breach thereof, that cannot be resolved through mediation or other consensus building, shall be submitted to and determined by arbitration. Mediation (or other consensus building process) shall be given, at minimum, thirty (30) days to resolve differences prior to arbitration being implemented. The party desiring to initiate arbitration shall give notice of its intention to arbitrate to every other party to this Agreement and the Authority. Such notice shall designate as "respondents" such other parties as the initiating party intends to have bound by any award made therein. Any party not so designated but which desires to join in the arbitration may, within ten (10) days of service upon it of such notice, file a response indicating its intention to join in and to be bound by the results of the arbitration, and further designation of any other parties it wishes to name as a respondent. Within twenty (20) days of the service of the initial demand for arbitration, the initiating party and the respondent shall each designate a person to act as an arbitrator. The two designated arbitrators shall mutually designate a third person to serve as arbitrator. The three arbitrators shall proceed to arbitrate the matter according to the provisions of Title 9 of Part 3 of the

Code of Civil Procedure, Section 1280 et seq. The Parties to this Agreement agree that the decision of the arbitrators will be binding.

## ARTICLE XI

### NOTICES

11.1 Notices under this Agreement shall be sufficient if addressed to the principal office of each of the PARTIES hereto and shall be deemed given upon deposit in the U.S. Mail, first-class, Postage Pre-Paid.

11.2 All notices, statements, demands, requests, consents, approvals, authorizations, agreements, appointments or designations hereunder shall be given in writing and addressed to the principal office of each member of the Authority.

## ARTICLE XII

### EFFECTIVE DATE

12.1 These Bylaws go into effect immediately upon the effective date of the Joint Powers Agreement Creating the Salton Sea Authority.

Bylaws adopted by the Salton Sea Authority on June 30, 1993.

December 2016 update approved by Salton Sea Authority on December 15, 2016.

December 2016

14