

BYLAWS OF THE

DELTA CONVEYANCE DESIGN AND CONSTRUCTION

JOINT POWERS AUTHORITY

Adopted February 18, 2021

PREAMBLE

These bylaws are provided pursuant to Article XV of the Amended and Restated Joint Powers Agreement Forming the Delta Conveyance Design and Construction Joint Powers Authority, effective as of December 31, 2020, as such agreement may be amended from time to time, to form a joint powers authority to cooperate with the California Department of Water Resources (“DWR”) by undertaking certain design and construction activities related to the new Sacramento-San Joaquin Delta (“Delta”) water conveyance facilities for the purpose of conveying water from the Sacramento River north of the Delta directly to the existing State Water Project (“SWP”) and, potentially, Central Valley Project (“CVP”) facilities located south of the Delta.

ARTICLE 1. THE AUTHORITY

1.1 **Name**. The name of this joint powers authority is the Delta Conveyance Design and Construction Joint Powers Authority (hereinafter referred to as the “Authority”).

ARTICLE 2. DEFINITIONS

2.1 Definitions.

2.1.1 **Agreement** shall mean the “Joint Powers Agreement Forming the Delta Conveyance Design and Construction Joint Powers Authority,” effective as of December 31, 2020, as such agreement may be amended from time to time, to form a joint powers authority to cooperate with DWR through the JEPA by undertaking the design and construction activities related to the Conveyance Project.

2.1.2 **Alternate Director** shall mean an alternate member of the Board of Directors.

2.1.3 **Board or Board of Directors** shall mean the governing body of the Authority as described in Section 5.1.

2.1.4 **Brown Act** shall mean Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code commencing with Section 54950, or with any successor provision.

2.1.5 **Bylaws** shall mean these bylaws of the Delta Conveyance Design and Construction Joint Powers Authority.

2.1.6 **Class or Classes of Members** shall mean the following:

- Class 2: Those Members who are entitled to the delivery of State Water Project water along the South Bay Aqueduct, except Santa Clara Valley Water District.
- Class 3: Those Members who are entitled to the delivery of State Water Project water within the San Joaquin Valley, except Kern County Water Agency.

- Class 5: Those Members who are entitled to the delivery of State Water Project water along the Coastal Aqueduct downstream of the Devil's Den Pumping Plant.

- Class 7: Those Members who are entitled to the delivery of State Water Project water along the West Branch of the California Aqueduct, except the Metropolitan Water District of Southern California.

- Class 8: Those Members who are entitled to the delivery of State Water Project water along the East Branch of the California Aqueduct, except the Metropolitan Water District of Southern California.

2.1.7 Contracted Proportionate Share means the percentage of Conveyance Project costs and benefits that a Member has contracted for under a Long Term Water Supply Contract with DWR, or the percentage of Conveyance Project planning funding that a Member has contracted with DWR to fund. In the event that this aggregate percentage is less than one hundred percent, Contracted Proportionate Share shall be re-calculated on a proportional basis so that the total Contracted Proportionate Share equals one hundred percent. Exhibit A contains a list of the Contracted Proportionate Share of all Members and weighted vote per seat pursuant to Section 6.8.2. Any changes to the Contracted Proportionate Share shall be reflected in an updated Exhibit A, which shall supersede the prior Exhibit A and be incorporated by reference into these Bylaws without the need for an amendment to these Bylaws.

2.1.8 Conveyance Project means the project described in the DWR Notice of Preparation dated January 15, 2020 for the purpose of conveying water from the Sacramento River north of the Delta directly to the existing SWP and, potentially, CVP facilities located south of the Delta.

2.1.9 Director shall mean a member of the Board of Directors.

2.1.10 DWR shall mean the California Department of Water Resources.

2.1.11 JEPA shall mean the Amended and Restated Joint Exercise of Powers Agreement effective October 26, 2018 between the DCA and DWR, as it has been and may be amended.

2.1.12 Joint Exercise of Powers Act shall mean Chapter 5 of Division 7 of Title 1 of the Government Code commencing with Section 6500, or with any successor provision.

2.1.13 Member(s) shall mean one or more of the public entities that satisfy the requirements of Article V of the Agreement.

2.2 **Conflict Between Bylaws and Agreement.** 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 terms shall prevail, and these Bylaws shall be amended, as soon as practicable, to eliminate such conflict of terms. Unless the context or reference to the Agreement requires otherwise, the general provisions, rules of construction and applicable statutory definitions will govern the interpretation of these Bylaws.

ARTICLE 3. PURPOSE AND LIMITATIONS

3.1 **Purpose.** The Authority was formed with the purpose and intent of cooperating with DWR in its desire to consider and, if approved by DWR, design and construct the Conveyance Project to be owned by DWR. The Authority's cooperation is governed by the JEPA, as it may be amended.

3.2 **Forming Statute; Limitations.** The Authority is created as a joint powers authority pursuant to the Joint Exercise of Powers Act. The Authority is a public entity separate from the Members to the Agreement. Pursuant to Government Code sections 6502 or as otherwise authorized by law, the Authority may exercise those common powers, and all independent, complete and/or supplementary powers necessary or appropriate to design and construct the Conveyance Project consistent with Article IV of the Agreement.

3.3 **Method of Exercise of Powers.** Pursuant to Section 4.3 of the Agreement, the Authority shall exercise its powers in the manner and according to the methods provided under the laws applicable to the Metropolitan Water District of Southern California.

ARTICLE 4. OFFICES

4.1 **Principal Office.** The principal office for the transaction of the activities and affairs of the Authority ("Principal Office") is located at 980 9th Street, Suite 2400, Sacramento, CA 95814.

4.2 **Board Meeting Location.** The principal location for holding Board meetings shall be at 980 9th Street, Suite 100, Sacramento, CA 95814.

4.3 **Other Offices.** The Board may at any time establish branch or subordinate offices at any place or places, within or without the Authority's jurisdictional boundaries, where the Authority may conduct its activities.

4.4 **Amendment.** The Board may change the Principal Office, Board meeting location and other offices from one location to another pursuant to Article 6 of these Bylaws and consistent with Article VII of the Agreement. This Article may be amended to state the new location. The Board meeting location shall be held within the County of Sacramento, unless otherwise changed by the Board.

ARTICLE 5. DIRECTORS AND OFFICERS

5.1 **Governing Board.** The Authority shall be governed by a Board of Directors. Pursuant to Section 6.1 of the Agreement, the Board shall ensure that the Board operates in a manner that is fully compliant with the Brown Act, the Joint Exercise of Powers Act, the Agreement, and all other applicable legal requirements.

5.1.1 **Directors.** Pursuant to Section 6.1.1 of the Agreement, the Board shall be composed of up to seven (7) appointed Directors, one from each of the following Members: the Metropolitan Water District of Southern California ("MWD"), Kern County Water Agency ("KCWA"), Santa Clara Valley Water District ("SCVWD"), Class 2 Members, one

representative from Class 3, 5 and 7 Members (collectively), and two (2) representatives from Class 8 Members. The governing body of each Member shall determine, in its sole discretion and pursuant to its own procedures and authorities, the person appointed to serve on the Board to represent the Member. On or before July 1 of each year, Members and the Classes of Members for each Board of Director seat shall provide to the Authority in writing the names of the Directors and shall serve without terms and at the pleasure of the Members that appointed them.

5.1.2 **Alternate Directors**. The governing board of the Member may designate an Alternate Director to act in place of its appointed Director during his or her absence. The designation of an Alternate Director shall be made in writing on or before July of each year and shall serve without terms and at the pleasure of the Members that appointed them.

5.1.3 **Policies**. The Board shall adopt procedures, rules and policies for the Authority as appropriate and necessary.

(a) The Board shall adopt a code of ethics for all Directors, Officers and employees of the Authority, whether elected or appointed, paid or unpaid.

(b) The Board shall develop and adopt a conflict of interest code for the Authority compliant with California law. Pursuant to Government Code Section 1090, Directors, Officers and employees of the Authority shall not have an interest in any contract made by the Authority.

(c) The Board shall adopt a purchasing policy for the Authority.

(d) The Board shall adopt an investment policy for the Authority.

(e) The Board shall adopt a records retention policy. This policy will provide criteria and procedures for the retention or destruction of Authority records.

5.1.4 **Travel Policy**. The Board shall establish a reimbursement policy under which a Director or others may receive actual, reasonable and necessary reimbursement for travel, meals, lodging, registration and similar expenses incurred on Authority business.

5.2 **Officers**. Pursuant to Section 6.2 of the Agreement, the officers of the Board shall consist of a President, Vice President, Secretary and Treasurer (each an "Officer"). The President, Vice President and Secretary must be members of the Board. The President, or if absent, the Vice President, shall preside at all Board meetings. In the absence of the President and Vice President, the Secretary shall chair the meeting. The President shall have the power to enforce meeting decorum and rules of order and to exercise such other powers and duties as may from time to time be assigned to the President. The Vice President, or in the Vice President's absence, the Secretary shall perform the duties of the President in the absence or inability to act of the President. The President and/or Vice President shall exercise and perform such other powers and duties as may be assigned by the Board. The Vice President shall perform the Secretary's duties if the Secretary is absent.

5.2.1 **Appointment**. The Officers shall be selected by the Board.

5.2.2 **Term of Office.** Officers shall serve two (2) year terms at the pleasure of the Board. The Secretary and Treasurer may serve for multiple consecutive terms. Years for purposes of determining terms in Section 5.2 shall be measured on a fiscal year basis. As such, the biennial rotation and selection of officers shall occur at the Board's first regular meeting in July or the next regular meeting thereafter if there is no regular meeting in July of even-numbered years.

5.2.3 **Resignation.** An Officer may resign at any time by giving written notice to the Board in accordance with Section 16.3 of the Agreement. Any resignation takes effect at the date of the receipt of that notice or at any later time specified in that notice. Unless otherwise specified in that notice, the acceptance of the resignation is not necessary to make it effective.

5.2.4 **Removal.** Officers of the Board may be removed and replaced at any time, with or without cause, by a majority vote of the Board. If the office of any Officer appointed pursuant to this Article becomes vacant at any time for any reason, such vacancy may be filled for the duration of the vacated term at any time by the Board in accordance with Article VI of the Agreement.

5.3 **Treasurer.** Pursuant to Section 11.4 of the Agreement and Government Code Sections 6505.5 and 6505.6, the Board shall appoint a qualified person to act as the Treasurer for the Authority ("Treasurer"). The Board may contract with a Member for provision of the services described in this Section 5.3 by a Member's employee or to assist a Director appointed as Treasurer pursuant to an agreement between the Member and the Authority, provided that such agreement complies with Section 11.4 of the Agreement.

5.3.1 The Treasurer shall be the depository and shall have responsibility for the depositing and custody of all funds held by the Authority from any source.

5.3.2 The Treasurer shall possess the powers of, and shall perform those functions required by provisions of applicable law, including those duties described in the Joint Exercise of Powers Act and in the Agreement, and which may be prescribed by the Board or these Bylaws.

5.3.3 Pursuant to Section 11.4 of the Agreement and applicable law, all funds of the Authority shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements at least quarterly during the fiscal year. The Treasurer shall provide strict accountability of said funds in accordance with Government Code sections 6505 and 6505.5 and all other applicable provisions of law, including any amendments thereto.

5.4 **Secretary.** The Board shall appoint a Secretary who shall have the following duties and powers and may perform such other duties as may be prescribed by the Board. The Secretary must be a Director; however, the Board may contract with a Member's employee to assist a Director appointed as Secretary pursuant to an agreement between the Member and the Authority.

5.4.1 The Secretary shall give, or cause to be given, notice of all meetings of the Board and committees of the Authority required by the Bylaws and applicable law to be given.

5.4.2 The Secretary shall keep or cause to be kept, at the Principal Office or such other place as the Board may direct, a record of summary minutes of all meetings and actions of Directors, Alternate Directors and committees of the Authority, with the time and place of meeting, whether the meeting was regular or special, how any special meeting was authorized, the notice provided for the meeting, the names of those present at such meetings, and the votes, actions and proceedings of such meetings.

5.5 **Contracts for Services.** Any Member's employee(s) providing services for the benefit of the Authority pursuant to an agreement between the Member and the Authority, including, but not limited to, management and administrative services and services for the Board under Sections 5.3 and 5.4 above, shall serve as an independent contractor of the Authority, shall remain a common law employee of the respective Member for all purposes, and shall act solely at the direction of the governing body of the respective Member or management employee(s) under the exclusive control of the governing body of the respective Member. The fee for services provided by the Authority to a Member for such services shall be the subject of an agreement between the applicable Member and the Authority.

5.6 **Increasing Members.** Additional proposed Members may join the Authority in accordance with Section 5.2 of the Agreement.

ARTICLE 6. MEETINGS AND BOARD ACTION

6.1 **Regular Meetings.** The Board shall meet at least twice per year, or more frequently if the Board deems it necessary, for the purpose of conducting Authority business. Such regular meetings shall be at 1:30 p.m., unless no closed session is being held in which case the meeting may begin at 2:00 p.m. on the third Thursday of the months of January through December and, unless otherwise agreed to by the Board, or the Board may adopt a schedule of meetings at the beginning of the fiscal year.

6.2 **Special Meetings.** Special meetings of the Board may be called by the President or by a majority of all Directors, and shall be conducted pursuant to Government Code section 54956. The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at a special meeting.

6.3 **Emergency Meetings.** Emergency meetings of the Board shall be conducted pursuant to Government Code section 54956.5 and may be called by the President or by a majority of Directors.

6.4 **Open Meetings.** All regular, special, and emergency meetings of the Board shall comply with the Brown Act.

6.5 **Closed Sessions.** The Board shall comply in all respects with closed session requirements and procedures of the Brown Act.

6.6 **Agenda.** The Executive Director shall prepare and the Board President shall approve the agenda for all meetings of the Board in accordance with the Brown Act, and meeting agendas shall be posted before each meeting in compliance with said Act.

6.7 **Quorum.** A majority of the Board of Directors shall constitute a quorum in order to conduct business. Alternate Directors attending meetings shall not be counted as part of any meeting quorum unless such Alternate Director is formally representing an absent Director. In the absence of a quorum, no business may be transacted except the adjournment of a meeting by the remaining Directors. A Director shall be deemed present for the determination of a quorum if the Director is present at the meeting in person or if he or she participates in the meeting electronically as permitted by the Brown Act.

6.8 **Voting.** Voting shall be conducted pursuant to Section 8.2 of the Agreement. Each Director present at a meeting shall have one vote in any decision. Subject to reconsideration as set forth below, a simple majority of the entire Board shall be required for the adoption of a motion, resolution, contract authorization or other action of the Board.

6.8.1 Any Director may move to reconsider any action that pertains to items contained in Article XII of the Agreement including, but not limited to, the issuance of notes or other forms of indebtedness, including entering into leases for real property or equipment, the approval or modification of the annual budget, and the approval of construction contracts of 10 million dollars or more or service contracts that exceed 1 million dollars over the life of the contract. A request to reconsider must be made at the meeting the item is being considered and immediately following the Board's vote on that item. If a request to reconsider is made, the action shall be suspended. The Board must reconsider the item at a future meeting, which may not be less than 14 days and not more than 30 days from the date of the original action.

6.8.2 At the request to reconsider, the Board shall reconsider the original action. Notwithstanding Section 6.8, voting on the reconsidered item shall be by the Contracted Proportionate Share of the Member(s) each Director represents. For Directors appointed by Class 8, their vote shall be equal to one-half of the Contracted Proportionate Share of all Class 8 members. If at least 70 percent of the Contracted Proportionate Share votes against the action at the meeting it is reconsidered, the original action shall be deemed disapproved. If less than 70 percent of the Contracted Proportionate Share votes against the action, the original action shall take effect. This vote to reconsider shall not be subject to a subsequent request to reconsider.

6.9 **Action.** Action by the Board on all resolutions and ordinances shall be recorded in writing, signed by the President, and attested to by the Secretary. All other actions of the Board shall be by motion recorded in written minutes.

6.10 **Adjournments and Adjourned Meetings.** The Board may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified by the Board in accordance with applicable law. If less than a majority is present at a meeting, a majority of those members of the Board present may adjourn the meeting from time to time.

ARTICLE 7. ADMINISTRATION AND STAFFING

7.1 **Staffing and Administrative Principles.** The Board shall hire an Executive Director and a General Counsel, as described below. By way of agreement with the subject Member and the Board, the Authority may also utilize the services of staff of one or more of the

Members, as appropriate. The Board may further employ such persons to assist the Executive Director as set forth in Section 7.2.

7.2 **Executive Director.** The Board may appoint an Executive Director under whose general supervision and control the activities of the Authority shall be conducted (the “Executive Director”) and shall be compensated for his/her services as determined by the Board.

7.2.1 The Executive Director may be a Member entity staff member, contractor engaged by the Board or Authority employee and shall serve at the pleasure of the Board and continue in his/her capacity until he/she resigns or is terminated by the Board.

7.2.2 The Executive Director shall be the chief administrative officer of the Authority and shall have overall responsibility for the day-to-day operations and administration of the Authority. The Executive Director shall ensure that staff for the Authority are able to implement the Agreement, these Bylaws, and any other requirements imposed by law. The Executive Director may delegate any of his or her authority to the Deputy Program Manager or any other Authority staff member, provided that such delegation shall be in writing specifying the scope and timeframe of such delegation. A copy of the delegation shall be forwarded to the Board of Directors. The Executive Director shall have the authority, to control, order and give directions to all employees and officers of the Authority under the Executive Director’s jurisdiction. Subject to the Board’s budgetary authorization and supervision of the Executive Director, it shall be the duty of the Executive Director to recruit, select, appoint, direct, promote, demote, and separate from employment any and all employees and officers of the Authority, except those positions that are appointed directly by the Board under the Agreement or these Bylaws. These duties shall also include the development and presentation to the Board of recommendations for any applicable compensation and benefits to be provided to such employees, all of whom shall be “at will” employees of the Authority. Without limiting the foregoing, the Executive Director may appoint a Deputy Program Manager or other assistants to assist in the management of the Authority.

7.2.4 Under policy direction from the Board of Directors, the Executive Director shall be responsible for, among other duties as may be assigned by the Board, the following duties:

(a) Developing the annual operating budget and other budgets required under the Agreement and contracting for services that will allow the Authority to fulfill all of its obligations under the Agreement.

(b) Executing contracts, deeds and other documents and instruments as authorized by the Board, subject to any Board policy on spending and signature authority.

(c) Exercising general supervision over all property belonging to the Authority.

(d) Exercising responsibility for purchases of all supplies, materials, and equipment of the Authority.

(e) Coordinating Board meetings and public participation opportunities associated therewith, and in coordination with the Authority's General Counsel, ensuring the Authority operates in a manner consistent with all legal requirements imposed by law on California public agencies.

(f) Ensuring that the requirements of the Joint Exercise of Powers Act are satisfied.

(g) Exercising such other powers and duties as may be prescribed by the Board or these Bylaws.

(h) Carrying out the direction of the Board.

7.3 **General Counsel.** The Board may appoint General Counsel to provide legal counsel and representation for the Board and the Authority ("General Counsel").

7.3.1 General Counsel shall give advice or written opinions as needed, and shall prepare proposed resolutions, ordinances, rules, contracts and other legal documents as requested by the Board or Executive Director. General Counsel shall attend meetings of the Board and shall attend to all legal actions that involve the Authority or are of interest to the Authority. General Counsel shall recommend appointment of special legal counsel for matters requiring specialized legal expertise as required. The Board shall set the compensation of the General Counsel and any special counsel.

7.3.2 General Counsel shall, when deemed appropriate or called upon, seek the advice and consultation of the legal counsels, and possibly employees, as necessary, from Members of the Authority on legal issues facing the Authority; in such an instance, the communications shall be confidential and protected to the fullest extent possible under the law and said communications shall not in any way preclude staff or legal counsels from fulfilling their duties and obligations to their Member, including representation in any dispute or action.

ARTICLE 8. COMMITTEES

8.1 **Committees.** Pursuant to Article X of the Agreement, the Board may, from time to time, establish standing or advisory committees. The Board shall within sixty (60) days of an approved Conveyance Project establish an Environmental Compliance and Mitigation Committee. The establishment of any committee and its duties shall require a vote of the Board and the activities of the committee shall be subject to the applicable provisions of the Brown Act. Committees shall exist for the term specified in the action creating the committee and the Board may dissolve a committee at any time through a vote of the Board. .

8.1.1 **Membership.** Committee membership and appointments, including alternates if applicable, shall be determined by the President and ratified by the Board. The Board may remove or admonish any member, or members, of any standing committee at any time. Each standing committee shall include at least one (1) Director and the Director shall act as the chair thereof. The Board may delegate such powers and authority to standing or advisory committees as the Board may determine by motion, resolution or ordinance.

8.1.2 **Conduct.** All committee meetings shall be noticed, held, and conducted in accordance with the applicable provisions of the Brown Act. The Board may establish rules of conduct for said committees. Each standing committee may establish a time and place for regular meetings and may call special meetings in the same manner as the Board. Committee meeting minutes shall be recorded and upon approval shall be distributed to the Board.

8.1.3 **Direction.** In establishing a committee, the Board shall provide specific direction to the committee regarding its tasks, expected duration for completion of its tasks, and a summary of the resources, including staff or consultant support, available to the committee in performing its tasks.

8.2 **Ad Hoc Committees.** The Board may utilize ad hoc committees, as appropriate and in compliance with the Brown Act.

ARTICLE 9. POWERS

The powers of the Authority shall be as set forth in Section 4.2 of the Agreement and in the Joint Exercise of Powers Act or as otherwise authorized by law, necessary or appropriate to design and construct the Conveyance Project as described in Section 4.2 of the Agreement.

ARTICLE 10. FINANCES

10.1 **Fiscal Year.** The fiscal year for the Authority shall begin on July 1st and end June 30th, unless the Board decides otherwise.

10.2 **Budget.** The Authority shall operate pursuant to a general operating budget and other Authority budgets adopted in accordance with Section 12.1 of the Agreement. The Authority shall endeavor to operate each year pursuant to an annually balanced operating budget so that projected annual expenses do not exceed projected annual revenues.

10.3 **Operating Budget and Expenditures.** The Board shall adopt an annual operating budget before the beginning of a fiscal year, as required to conduct its business in a manner consistent with the purposes of the Authority. Unless otherwise required by the Agreement or California law, the Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the approval of the Board. The Authority may invest any money in the treasury that is not required for its immediate necessities pursuant to Government Code section 6509.5 in the same manner, and upon the same conditions, as any local agency may do pursuant to Government Code section 53635.

10.4 **Funding for the Authority.** Funding for the Authority shall be in accordance with Section 12.5 of the Agreement.

10.5 **Alternative Funding Sources.** The Authority may, by a Board vote, seek funding from other alternative sources, including but not limited to state and federal grants or loans, and the issuance of bonds.

10.6 **Alternative Funding Source for Payments.** Pursuant to Sections 12.3 and 12.4 of the Agreement, the Board may arrange payment of the expenses of the Authority through an alternative funding source. The Board may direct repayment or return to the Members all or part of the contributions made by the Members, upon such terms as may be consistent with the Agreement. Unless otherwise prohibited by the alternative funding source, fund from said alternative source will be disbursed before Member contributions for covered Authority obligations.

ARTICLE 11. DEBTS AND LIABILITIES

Except as may be specifically provided for in the Agreement and/or Government Code Section 895.2 as amended or supplemented, 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. 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 12. RECORDS

12.1 **Availability.** A copy of the Authority's Bylaws and the Agreement shall be kept at the Authority's Principal Office, as set forth in Section 4.1 above, and shall be open to inspection by the public at all reasonable times during office hours.

12.2 **Inspection.** Unless otherwise restricted by law, any Member and any Director may inspect any record of the Authority, including but not limited to the accounting books and records and minutes of the proceedings of the Board and committees of the Board, at any reasonable time. A designated representative of the Member may make any inspection and copying under this Section and the right of inspection includes the right to copy. As directed and permitted by law, Authority records shall be open to inspection by the public.

ARTICLE 13. AMENDMENT

13.1 **Amendment.** These Bylaws may be amended, added to, or repealed by resolution approved by a two-thirds vote of the Board.

EXHIBIT A

	Member	NCPS	CPS
1	Alameda County FC&WCD, Zone 7	2.20%	2.53%
2	Alameda County Water District	1.15%	1.32%
3	Antelope Valley-East Kern Water Agency	3.95%	4.54%
4	Coachella Valley Water District	3.78%	4.34%
5	Crestline-Lake Arrowhead Water Agency	0.16%	0.18%
6	Desert Water Agency	1.52%	1.75%
7	Dudley Ridge Water District	1.02%	1.17%
8	Kern County Water Agency	11.22%	12.89%
9	Metropolitan Water District of So. Calif.	47.13%	54.14%
10	Mojave Water Agency	2.45%	2.82%
11	Palmdale Water District	1.06%	1.21%
12	San Bernardino Valley Municipal Water District	2.80%	3.22%
13	San Gabriel Valley Municipal Water District	0.79%	0.90%
14	San Geronio Pass Water Agency	2.00%	2.30%
15	Santa Clara Valley Water District	3.23%	3.71%
16	Santa Clarita Valley Water Agency	2.60%	2.98%
		87.05%	99.99%

NCPS: nominal Contracted Proportionate Share

CPS: revised Contracted Proportionate Share

Reconsideration Weighted Vote by Seat		
1	Class 2	3.84%
2	Class 3, 5, 7	4.16%
3	Class 8	10.63%
4	Class 8	10.63%
5	Kern County Water Agency	12.89%
6	Metropolitan Water District of So. Calif.	54.14%
7	Santa Clara Valley Water District	3.71%
		100%

BOARD OF DIRECTORS OF THE DELTA CONVEYANCE
DESIGN AND CONSTRUCTION AUTHORITY
RESOLUTION NO. 21-01

Introduced by Director: Sarah Palmer
Seconded by Director: Adnan Anabtawi

ADOPT THE UPDATED BYLAWS

Whereas, Article XV of the Amended and Restated Joint Powers Agreement Forming the Delta Conveyance Design and Construction Joint Powers Authority (“JPA”) requires the Board of Directors to draft and approve Bylaws “...to govern the day-to-day operations of the Construction Authority.”;

Whereas, the Board of Directors previously adopted the Bylaws of the Delta Conveyance Design and Construction Joint Powers Authority (“Bylaws”);

Whereas, the Board of Directors wishes to update the Bylaws to ensure consistency with the JPA.

Now, therefore, the Board of Directors resolves as follows:

1. The Board of Directors hereby adopt the updated Bylaws, attached as Exhibit A and incorporated by this reference.
2. This Resolution is effective upon its adoption.

This Resolution was passed and adopted this 18th day of February 2021, by the following vote:

Ayes: 7
Noes: 0
Absent: 0
Abstain: 0

DocuSigned by:
Richard Atwater 2/24/2021
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Richard Atwater, Board President

Attest:

DocuSigned by:
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Matin Milobar, Secretary