

**AMENDED
BYLAWS
OF
AQUATIC SCIENCE CENTER
EFFECTIVE AS OF SEPTEMBER 13, 2013**

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AMENDED BYLAWS OF THE AQUATIC SCIENCE CENTER

ARTICLE 1

CONSTRUCTION AND DEFINITIONS

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Civil Code will govern the construction of these Bylaws. Without limiting the generality of the above, any capitalized term not defined in these Bylaws will have the meaning ascribed to it in the Agreement.

1.1 “Agreement” shall mean the Joint Powers Agreement entered into by the Signatories.

1.2 “Alternate Director” shall mean another person from the same agency or entity as the Director appointed pursuant to these Bylaws to fulfill the duties of the Director if the Director is absent for a temporary period of time.

1.3 “Board of Directors” or “Board” shall mean the Board of Directors of Aquatic Science Center.

1.4 “Contracting Parties” shall have the meaning given in California Government Code Section 6502.

1.5 “Director” shall mean the director appointed by a Member or an individual Member elected by the Board pursuant to these Bylaws.

1.6 “Members” shall mean those public entities, nonprofits, other stakeholder entities, or qualified individuals that have agreed to be bound by the terms of these Bylaws. The term “Member” shall, unless otherwise specified, include Signatories, Non-Signatory Members and Non-Voting Members.

1.7 “Non-Voting Member” shall mean any Member designated as a non-voting member at the time of such member’s admission to the Aquatic Science Center.

1.8 “Public Entity” shall have the meaning given in California Government Code §6500.

1.9 “Signatories” shall mean the Public Entities that are Contracting Parties to the Agreement and have agreed to be bound by the terms of these Bylaws.

ARTICLE 2

NAME AND OFFICES

2.1 Name

The name of this public entity is Aquatic Science Center.

2.2 Principal Office

The principal office for the transaction of the business of the Aquatic Science Center is located in Contra Costa County, California. The Board of Directors may change the principal office from one location to another, and this section shall be amended accordingly.

ARTICLE 3

MEMBERS

3.1 Membership

The Aquatic Science Center shall have two classes of members, designated as Signatories and other members.

3.2 Signatories

(a) The original Signatories of the Aquatic Science Center are Bay Area Clean Water Agencies (BACWA) and the State Water Resource Control Board (SWRCB).

(b) In addition to the original Signatories, any other Public Entity may become as Signatory if it (i) adopts a resolution approving entry into the Aquatic Science Center, authorizing execution of the Agreement, and acknowledging and agreeing to be bound by these Bylaws, (ii) becomes a Contracting Party pursuant to the Agreement and these Bylaws, and (iii) is approved for admission by a majority of the Board of Directors as a Signatory. Any Signatory that withdraws or is expelled pursuant to these Bylaws shall cease to be a Signatory.

3.3 Other Members

(a) In addition to the original Signatories, BACWA and SWRCB, the U.S. Environmental Protection Agency, Region 9 shall also be a Member. The Member from U.S. Environmental Protection Agency, Region 9 is designated a Non-Voting Member.

(b) In addition to the original Members,

(i) any other Public Entity, nonprofit entity or other stakeholder organization may become a Member if it (A) adopts a resolution approving entry into the Aquatic Science Center, and acknowledging and agreeing to be bound by these Bylaws, and (B) is approved for admission as a new Member by a 2/3 vote of the Board of Directors.

(ii) any individual may become a Member if the individual (A) acknowledges and agrees in writing to be bound by these Bylaws, and by the other governing documents and policies of the Aquatic Science Center, and (B) is approved for admission as a new Member by a 2/3 vote of the Board of Directors

Any Member that withdraws or is expelled pursuant to these Bylaws shall cease to be a Member.

3.4 Fees

No fees may be assessed to join or continue membership in the Aquatic Science Center.

ARTICLE 4

LIMITATION ON AUTHORITY

The Aquatic Science Center's exercise of the joint powers of the Signatories under the Agreement and these Bylaws is restricted to the extent required under California Government Code Section 6509. Pursuant to Section 6509, the Aquatic Science Center will jointly exercise such powers subject to the restrictions placed on the separate exercise of such powers by BACWA. This designation may be changed by a two-thirds (2/3) vote of the Board.

ARTICLE 5

DEBTS AND LIABILITIES

The debts, liabilities and obligations of the Aquatic Science Center shall be the debts, liabilities and obligations of the Aquatic Science Center alone, and shall not be the debts, liabilities or obligations of any or all of the Signatories. However, nothing in these Bylaws or the Agreement (a) prevents a Signatory or Signatories 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 Aquatic Science Center, including but not limited to, any bond or other debt instrument issued by the Aquatic Science Center; or (b) impairs the ability of any Signatory to undertake the responsibility described in this Article 5.

ARTICLE 6

BOARD OF DIRECTORS

6.1 General Powers

Subject to the provisions of the Agreement and these Bylaws, the business and affairs of the Aquatic Science Center will be managed, and all powers will be exercised under the policy direction of the Board of Directors. The Aquatic Science Center will have such powers necessary and proper to effect the purposes of the Aquatic Science Center, the Agreement, and these Bylaws.

6.2 Specific Powers

Without prejudice to their general powers, the Board of Directors shall have the power to do the following, solely in furtherance of the Aquatic Science Center's responsibilities as fiscal agent to facilitate the delivery of scientific and information management support services:

- (a) borrow money and incur indebtedness on behalf of the Aquatic Science Center and cause to be executed and delivered for the Aquatic Science Center's purposes, in the Aquatic Science Center's name, promissory notes, bonds, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities and certificates of participation;
- (b) maintain an office or offices in the State of California;
- (c) acquire, own, maintain, and dispose of real and personal property as necessary to carry out the purposes of the Aquatic Science Center;
- (d) hire and fire employees;
- (e) make and enter into contracts;
- (f) prepare reports and applications for the purpose of applying for and accepting grants, advances and contributions;
- (g) accept and receive contributions and donations of property, funds, services and other forms of assistance from any source, including Signatories;
- (h) sue and be sued in its own name; and
- (i) have perpetual succession.

6.3 Number and Qualification of Directors and Alternates

(a) Appointment of Directors and Alternate Directors by a Member Entity

Each Signatory shall appoint three of its members, employees, or other representatives as Directors and, for each directorship, shall appoint up to two alternate Directors, any or all of whom may be elected officials. Of the three Directors representing the Signatory SWRCB, one Director shall be designated by the State Water Resources Control Board, one Director shall be designated by the San Francisco Bay Regional Water Quality Control Board, and one Director shall be designated by the Central Valley Regional Water Quality Control Board. If two alternate Directors are appointed by any Signatory, the alternate Directors shall be designated as a first and second alternate. The designation of Directors and alternate Directors shall be made in writing to the Executive Director. A Member Entity that is not a Signatory shall appoint one of its members, employees, or other representatives as a Director any or all of whom may be elected officials.

(b) Number and Qualification of Directors. The Board of Directors shall consist of at least eleven (11), but no more than twenty-one (21) Directors, unless changed by amendment to these Bylaws. The exact number of Directors shall be fixed, within those limits, by a resolution adopted by a two-thirds (2/3) vote of the Board of Directors. In appointing Directors to include representatives of additional non-Signatory Member Entities, or individual Members, the Board shall ensure that the new Members and their representative Directors shall contribute to a balanced stakeholder representation of user groups, environmental protection advocates, scientists and regulators of public trust resources. Directors of San Francisco Estuary Institute (“SFEI”) may, but are not required to serve as Directors of the Aquatic Science Center. Such Directors shall be appointed in accordance with these Bylaws.

(c) Non-Voting Directors. The Director appointed by any Non-Voting Member shall be a non-voting Director. A non-voting Director shall not have the right to vote on the admission of a new Member, nor shall such non-voting Director’s presence at a meeting be counted toward a quorum or toward the requirement for any majority or supermajority vote required under these Bylaws.

6.4 Voting

(a) Voting Power of Director and Alternate Director. Each Director who is a voting member of the Board or who represents a Voting Member shall be entitled to cast one vote for any matter that requires approval of the Board. Alternate Directors may not vote in the capacity as Director except in the absence of the Director to whom such Alternate Director is designated the alternate, and any second Alternate Director may not vote in the capacity as Director except in the absence of both the Director and the first Alternate Director to whom such Alternate Director is designated the alternate.

(b) Actions Requiring Approval of Directors. Except as set forth in paragraph 6.4(c), below, the approval of any action taken in furtherance of the Agreement or these Bylaws, or the implementation of any policy or program of the Aquatic Science Center,

shall require a majority (or, where applicable, such necessary supermajority) of the Board.

(c) Actions Requiring Approval of Directors Appointed by Signatories. Notwithstanding paragraph 6.4(a) or 6.4(b), above, without the approval of a majority (or, where applicable, such necessary supermajority) of Directors appointed by the Signatories, no action of the Board of Directors or any committee may be taken regarding the exercise, or any issue regarding the exercise, of powers or functions of the Aquatic Science Center set forth in Article 3.4, Article 4, Articles 6.2(b), 6.5(d), 6.15, 6.16, Article 9.3, Articles 10, 11, 12, 13, or 14, the amendment or waiver of the exercise of such powers, or as otherwise required by law.

(d) A vote of a majority of the Board shall be required to ratify actions for (i) contracts over \$50,000; (ii) annual program plans and budgets; (iii) hiring of the Executive Director; and (iv) resolutions describing powers and duties of the Executive Director or other administrator.

6.5 Vacancies

(a) Vacancies. Any vacancy in any Director's position will be filled as provided in this Article 6.5.

(b) Events Causing Vacancy.

(i) A vacancy on the Board exists on the occurrence of the following: (A) the death of any Director; (B) the removal or dismissal of such Director, or resignation of a Director from the position such Director held with the Member at the time such Director became a Director; (C) the declaration by resolution of the Board of a vacancy of the office of a Director who has been declared of unsound mind by an order of court, or convicted of a felony; or (D) written notice to the Secretary from the entity that appointed such Director stating that the designation of the Director or Alternate Director has been revoked, with the revocation to be effective upon receipt unless the notice specifies a later time.

(ii) Notwithstanding paragraph (b)(i), above, to the extent any person serves as a Director representing a non-voting Member, a change in the person serving as Director by virtue of such capacity with the Member shall not constitute a vacancy within the meaning of these Bylaws.

(c) Resignations. No Director appointed by a Signatory may resign if the Aquatic Science Center would then be without at least one Director (or Alternate Director acting as Director pursuant to these Bylaws) from each of at least two Signatories in charge of its affairs, unless the Aquatic Science Center is being dissolved pursuant to Article 13 of these Bylaws.

(d) Reduction or Increase in Number of Directors. The authorized number of Directors may be reduced or increased to accommodate the deletion or addition of a Member.

(e) Temporary Authority of Director. Until such time as a new Director is designated by the respective Member, the respective Alternate Director shall act as the Director for such Member.

6.6 Place of Meetings

Regular meetings of the Board of Directors shall be held at the principal office of SFEI unless otherwise provided by the Board, or at such place within the State of California that has been designated from time to time by resolution of the Board of Directors. In the absence of such designation, any meeting not held at the principal office of SFEI shall be valid only after all Board members have been given written notice of the meeting. Special meetings of the Board shall be held at any place within the State of California, as designated in the notice of meeting or, if not stated in the notice or if there is no notice, at the principal office of SFEI. Notwithstanding the above provisions of this section 6.6, a regular or special meeting of the Board of Directors may be held at any place consented to in writing by all Board members, either before or after the meeting. Directors may participate in a meeting through use of conference telephone, electronic video screen communication, or similar communications equipment, so long as all of the following apply: (a) each Board member participating in the meeting can communicate with all the other members concurrently; (b) each member is provided the means of participating in all matters before the board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the corporation; and (c) the corporation adopts and implements means of verifying both of the following: (i) a person communicating by telephone, electronic video equipment, or other communications equipment is a Director entitled to participate in the Board meeting; and (ii) all statements, questions, actions, or votes were made by that Director and not by another person not permitted to participate as a Director. Participation in a meeting pursuant to this bylaw shall constitute presence in person at such meeting.

6.7 Conduct of Meetings; Open Meetings

Meetings of the Board of Directors shall be presided over by the Chair of the Board or, in the absence of the Chair, the Vice-Chair. If neither the Chair nor the Vice-Chair is present, an acting Chair shall be selected by majority vote of the Board.

All regular meetings of the Board of Directors shall be open to the public. The public, users, and other interested persons may appear and participate at the open meetings. The Board may adopt rules of order to govern the conduct and procedure of Board meetings, insofar as such rules are not in conflict with these Bylaws, with the Agreement, or with the provisions of the Ralph M. Brown Act (Government Code section 54950, *et seq.*) (the "*Brown Act*"). In the event of any conflict between any other provision of these Bylaws and this paragraph, which requires compliance with the Brown Act, the terms of this paragraph shall govern.

6.8 Annual and Regular Meetings

The Board of Directors shall, at its first meeting following July 1 of each year, elect a Chair and Vice-Chair from among its Members. The Board shall also set meeting dates for its regular meetings at the annual meeting. Notice of these meetings shall be in accordance with section 6.10.

6.9 Special Meetings

Special meetings of the Board of Directors for any purpose may be called by the Chair of the Board, or by a majority of the Board. Notice of these meetings shall be in accordance with section 6.10.

6.10 Notice

Notice of any meeting of the Board of Directors shall be given to all Directors at least 4 days in advance if given by first-class mail or at least 48 hours in advance if given by notice delivered personally, by telephone, or by electronic transmission as set forth in these Bylaws, provided that such notice may be waived by any Director as set forth in section 6.11. Notice shall not be given by electronic transmission if the corporation is unable to deliver two consecutive notices to a Director by that means, or if the inability to deliver the notice becomes known to the Secretary or other person responsible for giving such notice. Notwithstanding anything in this section 6.10, notice of any meeting of the Board of Directors shall be in compliance with the Brown Act.

6.11 Waiver of Notice

The transactions of any meeting of the Board of Directors, however called and noticed and wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding of the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. All waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about lack of adequate notice. Notwithstanding anything in this section 6.11, notice of any meeting of the Board of Directors shall be in compliance with the Brown Act.

6.12 Quorum

(a) Attendance at any meeting of at least three Directors representing Signatories shall constitute a quorum for the transaction of business at any meeting of the Board. Except for acts requiring a supermajority under these Bylaws or the Agreement, every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is an act of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the

withdrawal of Directors, if any action taken is approved by at least a majority of the quorum for that meeting, or if a supermajority is required, by the supermajority of the quorum for that meeting.

(b) The presence or absence of any Director appointed by a Non-Voting Member shall not be counted in any assessment of whether a quorum for the transaction of business is present.

6.13 Rules of Order

The Board may adopt rules of order to govern the conduct and procedure of Board meetings.

6.14 Minutes

The Board will keep or cause to be kept minutes of its proceedings, except executive sessions.

6.15 Fees and Compensation of Directors

Directors and members of committees may receive such reimbursement of expenses as may be determined by resolution of the Board to be just and reasonable.

6.16 Delegation of Powers

Except as otherwise proscribed in these Bylaws and the Agreement, the Board may delegate any of its powers, subject to the constraints of California law.

ARTICLE 7

COMMITTEES

7.1 Committees of Directors

(a) The Board of Directors may, by resolution adopted by a majority of the Directors then in office, designate one or more committees consisting of two or more Directors or their respective Alternate Directors to serve at the pleasure of the Board. The Board of Directors may also designate the chair of a committee, and may authorize the chair to appoint members of that committee. Any member of any committee may be removed, with or without cause, at any time by the Board. Any committee, to the extent provided in the resolution of the Board, shall have all or a portion of the authority of the Board, except that no committee, regardless of the Board resolution, may:

(i) take any action on the exercise of such powers designated under paragraph 6.4(b);

- (ii) take any final action on matters which, under the Agreement or these Bylaws, requires approval a majority or supermajority vote of Board;
- (iii) amend or repeal Bylaws or adopt new Bylaws;
- (iv) amend or repeal any resolution of the Board which by its express terms is not so amendable or repealable;
- (v) fill any vacancy in a committee, create any other committee of the Board or appoint members to such committees; or
- (vi) approve any transaction (i) to which the Aquatic Science Center is a party and one or more Directors has a material financial interest as defined in the California Government Code; or (ii) between the Aquatic Science Center and one or more of its Directors or between the Aquatic Science Center or any person in which one or more of its Directors has a material financial interest.

(b) Any committee that either (i) has a membership that is sufficient to constitute a quorum of the Board, or (ii) becomes a standing committee, shall comply with the requirements of the Ralph M. Brown Act, California Government Code Section 54950, et seq., as if such committee meeting were a meeting of a legislative body as such term is defined in Government Code Section 54952.

7.2 Executive Committee

Subject to Section 7.1, the officers of the Aquatic Science Center, other than the Executive Director of the San Francisco Estuary Institute, shall serve as the Executive Committee of the Board. The Chair of the Board shall serve as chair of the Executive Committee. The Executive Committee, unless limited by a resolution of the Board, shall provide direction to management of the Aquatic Science Center between meetings of the Board; provided, however, that the Executive Committee shall not have the authority of the Board with respect to (a) the filling of vacancies on the Board or on the Executive Committee; (b) the fixing of compensation of the directors for serving on the Board or Committee; (c) the amendment, repeal or adoption of Bylaws; (d) the amendment or repeal of any resolution of the board; or (e) the appointment of committees that have the power of the Board or any members of such committees.

7.3 Advisory Committees

The Board may from time to time appoint advisory committees to assist the Board in carrying out the objectives of the Aquatic Science Center. The Board shall determine the purpose and need for such committees and the necessary qualifications for individuals appointed to them. Any advisory committee appointed by the Board shall include a representative of the San Francisco Estuary Institute and a representative from a Regional Quality Control Board, who may be the same person.

7.4 Meetings and Action of Committees

Meetings and actions of committees of the Board shall be governed by, held, and taken in accordance with, the provisions of Article 6 of these Bylaws concerning meetings of Directors, with such changes in the context of these Bylaws as are necessary to substitute the committee and its members for the Board and its members, except that the meetings of committees may be called by the Board or, if none, by resolution of the committee. Minutes of each meeting will be kept and will be filed with the Secretary of the Aquatic Science Center. The Board may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board has not adopted rules, the committee may do so.

ARTICLE 8

OFFICERS

8.1 Officers

The officers of the Aquatic Science Center are the Chair, Vice-Chair, Executive Director, Secretary and Treasurer. The Chair and Vice-Chair shall be elected by the Board at its first meeting after July 1 of each succeeding year. All Directors are eligible to serve as an elected officer. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as the Executive Director.

8.2 Election of Officers

At the first meeting of the Board after July 1 of each year, and as necessary thereafter, nominations for the offices of Chair and Vice-Chair, will be made and seconded by a Director. If more than two (2) names are nominated for any one office, balloting occurs until a nominee receives a majority of the votes cast; provided that after the first ballot the nominee receiving the fewest votes will be dropped from the balloting. Each elected officer serves a one-year term. An elected officer may serve any number of consecutive or non-consecutive terms.

8.3 Removal of Officers

An elected officer may be removed, with or without cause, by a two-thirds (2/3) vote of the Board at a regular or special meeting. The removal of an individual from any office shall not by itself affect the status of such individual as a Director or Alternate Director.

8.4 Vacancies

Any vacancy in any office because of death, resignation, removal, disqualification, or any other cause will be filled for the balance of the vacated term in the manner prescribed in these Bylaws for regular appointments to that office; provided, however, that such vacancies may be filled at any regular or special meeting of the Board.

8.5 Resignation of Officers

Any officer may resign at any time by giving written notice to the Board of Directors, Chair or Secretary. 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. Any resignation shall be without prejudice to the rights, if any, of the Aquatic Science Center under any contract to which the officer is a party.

8.6 Responsibilities of Officers

(a) Chair of the Board. The Chair of the Board shall also serve as Chair of SFEI. The Chair shall preside at meetings of the Board, and shall exercise and perform such other powers and duties as may be from time to time assigned to the Chair by the Board or prescribed by the Bylaws.

(b) Vice-Chair of the Board. The Vice-Chair shall also serve as Vice-Chair of SFEI. In the absence of the Chair and the Chair's alternate, the Vice-Chair shall assume the responsibilities of the Chair.

(c) Executive Director. Subject to such supervisory powers as may be given by the Board of Directors to the Chair of the Board, the Executive Director generally supervises, directs, and controls the business and the employees of the Aquatic Science Center. The Executive Director has such other powers and duties as may be prescribed by the Board or the Bylaws. The Executive Director may, but need not, be a Director.

(d) Secretary. The Secretary shall also serve as Secretary of SFEI. The Secretary shall (i) certify and keep at the principal office of the Aquatic Science Center the original, or a copy, of these Bylaws as amended or otherwise altered to date; (ii) keep at the principal office of the Aquatic Science Center or at such other place as the Board may determine; a record of minutes of all meetings of the Directors; and, if applicable, meetings of committees of Directors, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof; (iii) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (iv) be custodian of the records of the Aquatic Science Center; (v) exhibit at all reasonable times to any Director of the Aquatic Science Center, to his or her agent or attorney, or to any member of the public on request therefore, the Bylaws and the minutes of the proceedings of the Directors of the Aquatic Science Center; and (vi) in general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Agreement, or by these Bylaws, or which may be assigned to him or her from time-to-time by the Board of Directors.

(e) Treasurer. The Board, or its designated representative, shall contract either with an independent certified public accountant or the Treasurer or Chief Financial Officer of any Signatory, to serve as Treasurer of the Aquatic Science Center and to be

the depository of and have custody of funds, subject to the requirements of sections 6505-6505.6 of the California Government Code. In lieu of designating a Treasurer as set forth in section 6505.5 of the Government Code, the Board may appoint one of its officers or employees to the position of Treasurer, as provided in section 6505.6 of the California Government Code. The Treasurer will have the duties set forth in section 6505.5 of the California Government Code, and in addition shall (i) keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the properties and transactions of the Aquatic Science Center, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements, which books of account will be open to inspection by any Director at all reasonable times; (ii) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Aquatic Science Center with such depositories as may be designated by the Board, disburse the funds of the Aquatic Science Center as may be ordered by the Board, and render to the Executive Director, the Chair of the Board, and the Board, when requested, an account of all of transactions as Treasurer and of the financial condition of the Aquatic Science Center. The Treasurer shall send or cause to be given to the Directors such financial statements and reports as are required to be given by law, by these Bylaws or by the Board. The Treasurer shall exercise other powers and perform such other duties as may be prescribed by the Board or the Bylaws, and if required by the Board, give the Aquatic Science Center a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of the office and for restoration to the Aquatic Science Center of all its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Treasurer upon death, resignation, retirement, or removal from office.

8.7 Fees and Compensation of Officers

The officers may receive such reimbursement of expenses as may be determined by resolution of the Board to be just and reasonable.

ARTICLE 9

INSURANCE; INDEMNIFICATION

9.1 Director and Officer Insurance

The Aquatic Science Center shall purchase and maintain insurance to the full extent permitted by law during the entire term of this Agreement on behalf of its Members, Directors, officers, employees and other agents, to cover any liability asserted against or incurred by any Member, Director, officer, employee or agent in such capacity or arising out of or encountered in connection with such Member's, Director's, Officer's, employee's, or agent's status as such, in such kind and amounts as the Board may from time to time determine to be appropriate. Such insurance shall name the Members as additional insured parties.

9.2 Indemnification

Other than for acts of gross negligence or intentional acts, the Aquatic Science Center shall indemnify and hold harmless each Member, its officers, agents, employees, and agents, and each Director and Alternate Director from and against all claims, demands or liabilities, including legal costs, arising out of or encountered in connection with the Agreement and the activities conducted hereunder, or these Bylaws, and shall defend them and each of them against any claim, cause of action, liability or damage resulting therefrom.

9.3 Commercial Insurance

In conformance with the procedures and criteria developed by it, the Board may cause the Aquatic Science Center to purchase commercial insurance or reinsurance or terminate commercial insurance or reinsurance upon a majority vote.

ARTICLE 10

WITHDRAWAL, SUSPENSION AND EXPULSION OF MEMBERS

10.1 Withdrawal of a Member

A Member may withdraw provided that the following conditions are satisfied:

- (a) such Member is not in default of any of its obligations owed to Aquatic Science Center;
- (b) such withdrawal will not cause the Aquatic Science Center to be in default or breach of any agreement to which it is a party, or of any bond or other evidence of indebtedness issued by the Aquatic Science Center;
- (c) not later than thirty (30) days immediately preceding the effective date of such withdrawal, such Member has provided written notice to the Aquatic Science Center of its intent to withdraw;
- (d) such withdrawal is effective on thirty (30) days notice;
- (e) with respect to the withdrawal of a Signatory, the Aquatic Science Center will have at least two (2) Signatories after such withdrawal. In the event that such withdrawal would leave the Agreement with only one Signatory, the Signatory may not withdraw until all principal of and interest on any and all bonds and other evidences of indebtedness issued by the Aquatic Science Center have been paid in full;

(f) in connection with the termination of the Aquatic Science Center pursuant to Article 13, compliance with the requirements of such Article 13 shall be deemed sufficient for all Members to withdraw from Membership in the Aquatic Science Center;

(g) a notice of withdrawal may be revoked within thirty (30) days.

10.2 Suspension of a Member

The Aquatic Science Center may suspend a Member from the Aquatic Science Center subject to the following conditions:

(a) the Member is in default under the terms of the Agreement, these Bylaws, any contract executed by the Member in connection with any Aquatic Science Center program, any bond or other evidence of indebtedness for which the Member has agreed to assume responsibility, in whole or in part;

(b) the Aquatic Science Center has given written notice of the default described in subsection 10.2(a) to the defaulting Member; and

(c) not earlier than thirty (30) days after transmittal of the notice and not later than the sixty (60) days immediately preceding the effective date of such suspension, two-thirds (2/3) of the authorized Directors votes to suspend the Member.

10.3 Expulsion of a Member

The Aquatic Science Center may expel a Member from the Aquatic Science Center provided that:

(a) the Member is in default under the terms of the Agreement, these Bylaws, any contract executed by the Member in connection with any the Aquatic Science Center program, any bond or other evidence of indebtedness for which the Member has agreed to assume responsibility, in whole or in part;

(b) the Aquatic Science Center has given written notice of the default described in subsection 10.3(a) to the defaulting Member; and

(c) not earlier than thirty (30) days after transmittal of the notice and not later than the sixty (60) days immediately preceding the effective date of such expulsion, two-thirds (2/3) of the authorized Directors votes to expel the Member.

ARTICLE 11

ADMINISTRATIVE AGENCY

SFEI is designated in the Agreement as the administrative agency for the Aquatic Science Center. As such, pursuant to an administrative service agreement, SFEI will provide

necessary services to administer and execute the purposes of the Agreement for the Aquatic Science Center.

ARTICLE 12

EVENTS OF DEFAULT AND REMEDIES

12.1 Events of Default Defined

The following are "events of default" under the Agreement and these Bylaws, and the terms "events of default" and "default" means, whenever they are used in the Agreement and these Bylaws, with respect to a Member, any one or more of the following events:

(a) failure by such Member to observe and perform any covenant, condition or agreement on its part to be observed or performed under the Agreement, to comply with these Bylaws or to comply with any Aquatic Science Center program requirement (including but not limited to any contract executed by the Member in connection with any program, any bond or other evidence of indebtedness for which the Member has agreed to assume responsibility, in whole or in part) for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to such Member by the Aquatic Science Center or the Secretary; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Aquatic Science Center, or the Secretary, as the case may be, will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Member within the applicable period and diligently pursued until the default is corrected. After such an extension, failure to diligently pursue or to achieve corrective action is a separate "event of default" under this clause requiring notice, but not requiring that the Aquatic Science Center consent to any extension;

(b) the filing by such Member of a case in bankruptcy, or the subjection of any right or interest of such Member under the Agreement or these Bylaws to any execution, garnishment or attachment, or adjudication of such Member as bankrupt, or assignment by such Member for the benefit of creditors, or the entry by such Member into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Member in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar act which may hereafter be enacted;

(c) action taken by the Member to withdraw from or repudiate membership in the Aquatic Science Center in violation of, or inconsistent with, the Agreement or these Bylaws; or

(d) the failure of the Director or Alternative Director of such Member to attend at least fifty percent of the Board meetings in a given twelve-month period;

12.2 Remedies on Default

(a) Whenever any event of default referred to in paragraph 15.1(a) of this Article has occurred and is continuing, it will be lawful for the Aquatic Science Center to exercise any and all remedies available pursuant to law or granted pursuant to the Agreement and these Bylaws.

(b) In the event that the Aquatic Science Center elects to expel any defaulting Member, subject to the conditions described and in the manner provided in Section 10.3 of these Bylaws, the Member nevertheless agrees to pay the Aquatic Science Center all costs, losses or damages arising or occurring as a result of such default and termination, and administrative and legal costs incurred in noticing the default and effecting the expulsion. No such expulsion becomes effective, by operation of law or otherwise, unless and until the Aquatic Science Center has given written notice of such expulsion to the Member; no such expulsion will be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided; and no such expulsion terminates the obligation of the expelled Member to pay any fees assessed prior to such expulsion.

12.3 No Remedy Exclusive

No remedy conferred herein upon or reserved to the Aquatic Science Center is intended to be exclusive and every such remedy is cumulative and is in addition to every other remedy given under the Agreement or these Bylaws, now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default impairs any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Aquatic Science Center to exercise any remedy reserved to it in these Bylaws, it is not necessary to give any notice, other than such notice as may be required in these Bylaws or by law.

12.4 Agreement to Pay Attorneys' Fees and Expenses

In the event either the Aquatic Science Center or any Member, should be in default under any of the provisions of these Bylaws and the nondefaulting party should employ attorneys or incur other expenses for the collection of monies or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

12.5 No Additional Waiver Implied by One Waiver

In the event any agreement contained in the Agreement and these Bylaws should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

ARTICLE 13

TERMINATION

13.1 Time of Termination

The Aquatic Science Center may be terminated upon the written consent of all of the Members if the effective termination date and such written consents are delivered to the Aquatic Science Center and the Secretary at least sixty (60) days prior to the effective termination date provided that all principal of and interest on any and all bonds and other evidences of indebtedness issued by the Aquatic Science Center are paid in full.

13.2 Continuing Obligations

After the termination date, the Aquatic Science Center will continue to be obligated to pay, or cause to be paid any amounts due for winding up its affairs, including but not limited to any litigation costs and/or extraordinary costs associated with a financing transaction.

13.3 Distribution of Assets

In the event any assets remain after winding up the affairs of the Aquatic Science Center, the Board shall either return any assets to the Member or other entity which provided such asset to Aquatic Science Center, or shall sell the assets, in accordance with California law, and distribute the funds according to Section 13.4.

13.4 Distribution of Funds

In the event any surplus money remains on hand after winding up the affairs of the Aquatic Science Center, such sums will be returned to the Members in proportion to the contributions made.

ARTICLE 14

AMENDMENTS

14.1 Amendment by Directors

Subject to the limitations set forth below, the Board may adopt, amend or repeal Bylaws. Such power is subject to the following limitations:

(a) The Board may not amend any provision of these Bylaws that requires the vote of a larger proportion of Directors than a simple majority, except by vote of such larger number of Directors.

(b) The Board may not delete or amend Bylaw provisions requiring compliance with the Agreement.

(c) The Board may not delete or amend Bylaw provisions if such deletion of amendment would be contrary to the provisions of Article 6.4(c), above.

ARTICLE 15

RECORDS AND REPORTS

15.1 Maintenance of the Aquatic Science Center Records

The Aquatic Science Center will keep at the Aquatic Science Center's principal office:

- (a) a copy of the Agreement and these Bylaws;
- (b) adequate and correct books and records of account; and
- (c) minutes in written form of the proceedings of its Board and committees of the Board.

15.2 Inspection Rights

Any Member may inspect the Agreement, Bylaws, 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 in the business of the Aquatic Science Center. 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 and make extracts. The Aquatic Science Center may charge reasonable fees associated with the provision of such copies or extracts.

15.3 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 Aquatic Science Center. 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. The Aquatic Science Center may charge reasonable fees associated with the provision of such copies or extracts.

15.4 Financial Report

As soon as possible after the close of the Aquatic Science Center's fiscal year, the Board will cause an annual report prepared by BACWA's auditor and sent to the governing body of each Member. The report required by this section will be accompanied by any

report thereon of independent accountants, or, if there is no such report, by the certificate of an authorized officer of the Aquatic Science Center that such statements were prepared without audit from the books and records of the Aquatic Science Center.

15.5 Fiscal Year

The Aquatic Science Center's fiscal year is July 1 to June 30.

CERTIFICATE OF SECRETARY

I, the undersigned, the duly elected Secretary of the Aquatic Science Center, a Joint Powers Authority, do hereby certify:

That the foregoing Bylaws consisting of 21 pages, including this page, were adopted as the Amended Bylaws of the Aquatic Science Center by the Directors of the Aquatic Science Center on September 13, 2013, and the same do now constitute the Bylaws of this Aquatic Science Center.

IN WITNESS WHEREOF, I have hereunto subscribed my name this _____, 2013.

_____, Secretary

Print Name: _____