

**BYLAWS OF THE  
CHULA VISTA BAYFRONT FACILITIES FINANCING AUTHORITY**

Adopted [Date of Adoption]

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**ARTICLE I**  
**DEFINITIONS**

**Section 1.1 Definitions.** All capitalized terms used but not otherwise defined in the Bylaws of the Chula Vista Bayfront Facilities Financing Authority (these "Bylaws") shall have the respective meanings assigned to such terms in the Amended and Restated Joint Exercise of Powers Agreement dated June 1, 2019 (as amended from time to time, the "JEPA Agreement"), by and between the City of Chula Vista (the "City"), a charter city duly organized and existing under the laws of the State of California, and the San Diego Unified Port District (the "Port District"), a public organization created by the California Legislature pursuant to the California Harbors and Navigation Code Appendix 1, creating the Chula Vista Bayfront Facilities Financing Authority (the "Authority").

**ARTICLE II**  
**THE AUTHORITY**

**Section 2.1 Name.** The official name of the Authority is the "Chula Vista Bayfront Facilities Financing Authority."

**Section 2.2. Governing Board.** The Authority shall be administered by a board of directors (the "Board") comprised as provided in Section 4.B. of the JEPA Agreement.

**Section 2.3. Governing Board Vacancies.** A vacancy or vacancies on the Board shall be deemed to exist on the occurrence of the following: (i) the resignation, dismissal, or removal of (a) the Commissioner of the Port District appointed by the City Council or (b) a member of the Board appointed by the Board of Port Commissioners of the Port District or appointed by the City Council of the City, as applicable, from the position he or she held at the time he or she became a member of the Board; or (ii) the death of any member of the Board. Each vacancy on the Board shall be filled in accordance with Section 4.B of the JEPA Agreement.

**Section 2.4. Offices.** The business offices of the Authority shall be at 3165 Pacific Highway, San Diego, California 92101 and at 276 Fourth Avenue, Chula Vista, California 91910, or at such other location or locations as may be designated by resolution of the Board.

**Section 2.4. Delivery of Notices.** If approved by the affirmative vote of four members of the Board, notices may be provided by electronic mail.

**ARTICLE III**  
**OFFICERS**

**Section 3.1. Officers.** As provided in Section 4.D (1) of the JEPA Agreement, the officers of the Authority shall be the member of the Board serving as Chair of the Board (the "Chair"), the member of the Board serving as Vice Chair of the Board (the "Vice Chair"), the

Executive Director, the Treasurer, the Auditor, and the Secretary. One individual may fill one or more positions at the same time.

**Section 3.2. Duties of Officers.** Each of the officers of the Authority identified in Section 3.1 shall perform such duties as are specified in Section 4.D (1) of the JEPA Agreement. Any additional officer of the Authority appointed by the Board pursuant to Section 4.D (4) of the JEPA Agreement shall perform such duties as are specified in the resolution of the Board appointing such officer.

**Section 3.3. Selection and Term of Chair and Vice Chair of Governing Board; Confirmation of Designation of Officers.** Selection of the Chair and the Vice Chair and confirmation of designation of the other officers as provided pursuant to Section 4.B of the JEPA Agreement shall be the first order of business at the first regular or special meeting of the Authority held in each calendar year. Each of the Chair and Vice Chair shall serve as Chair and Vice Chair respectively from the date of his or her election through the date of the first meeting (regular or special) of the Authority in the next succeeding calendar year; provided that each shall serve as Chair or Vice Chair, as applicable, until a successor has been duly selected. In case of the resignation, removal, dismissal or death of the Chair, the Vice Chair shall perform such duties as are imposed on the Chair, until such time as a new chair is selected.

**Section 3.4. Term of Officers.** Other than the Chair and the Vice Chair, each of whose term is specified in Section 3.3 above, for so long as an officer's employment in the position he or she held with the Port District or the City, as applicable, at the time of appointment as an officer of the Authority shall continue, such officer shall serve until a successor is designated by the Board.

## **ARTICLE IV MEETINGS**

**Section 4.1. Meetings of Governing Board.** Meetings of the Board shall be held in accordance with the provisions set forth in Section 4.C of the JEPA Agreement.

**Section 4.2. Open Meetings.** Meetings of the Board shall be open to the public as required by the provisions of the Brown Act.

**Section 4.3. Place of Meetings.** Meetings of the Board (whether regular, scheduled or adjourned) shall be held at 3165 Pacific Highway, San Diego, California 92101 or at 276 Fourth Avenue, Chula Vista, California 91910 or at such other location as shall be designated from time to time by the Board.

**Section 4.4. Agenda Item for Borrowing.** So long as required by Government Code Section 53635.7, any decision that involves borrowing in the amount of \$100,000 or more shall be discussed, considered and deliberated by the Board as a separate item of business on the meeting agenda and shall not be adopted on a consent calendar.

**Section 4.5. Borrowing Resolution.** So long as required by Government Code Section 6592.1, a resolution authorizing Bonds or any issuance of Bonds or accepting the benefit of any Bonds or the proceeds of Bonds may be adopted by the Board only during a regular meeting held pursuant to Government Code Section 6592.1.

**Section 4.6. Order of Business.** At the regular meetings of the Authority, subject to such modification as shall be approved by the affirmative vote of four members of the Board, the following shall be the general order of business:

1. Call to Order and Roll Call
2. Public Comments
3. Approval of Minutes
4. Information Items
5. Action Items
6. Adjournment

**Section 4.7. Parliamentary Procedure.** The rules of parliamentary procedure set forth in Robert's Rules of Order shall govern all meetings of the Authority, subject to such modification as shall be approved by the affirmative vote of four members of the Board.

## **ARTICLE V**

### **PROCEDURE FOR BOND ISSUANCE**

**Section 5.1. Bond Issuance Staff Support.** Staff of the Port District designated by the President/CEO of the Port District and staff of the City designated by the City Manager of the City (collectively, the "Bond Issuance Working Group") shall jointly develop, analyze, review, and implement proposals related to the issuance of Bonds, including any issuance of Bonds to refinance existing Bonds. Prior to the Board taking any action on a proposal related to the issuance of Bonds, the Bond Issuance Working Group shall prepare, and the Board shall review and consider, a report setting forth the proposed terms of the financing or refinancing and the key factors to be considered by the Board with respect to the financing or refinancing, including benefits and risks, which report shall include a recommendation with respect to the proposed issuance of Bonds.

**Section 5.2. Engagement of Advisors.** The Bond Issuance Working Group shall select such advisors as the Bond Issuance Working Group determines are reasonably necessary to perform the duties required of it pursuant to Section 5.1 above and costs of such advisors shall constitute administrative costs of the Authority that shall be paid by the Authority or paid by the Members and reimbursed to the Members pursuant to Article VI below. Such advisors may include, but are not limited to, attorneys and financial advisors and shall be retained at the expense of the Authority subject to Article VI below.

## ARTICLE VI

### ASSISTANCE FROM MEMBERS; CONTRIBUTIONS

**Section 6.1. Assistance from Members.** The Board may from time to time request from any Member the services of such personnel, counsel or agents, permanent or temporary, as may be necessary to carry out the business and affairs of the Authority (collectively "Member Services"), which Member may accept or decline in its sole and absolute discretion. If such Member elects to provide Member Services to the Authority, the Authority shall reimburse the Member for the reasonable administrative cost of the Member Services provided by such Member pursuant to a separate agreement to be entered into between the Member and the Authority prior to the provision of Member Services to the Authority. The Members may also elect to enter into a joint agreement with the Authority for the reimbursement of the reasonable administrative cost of the Member Services to be provided by each Member during the term of the JEP A Agreement.

**Section 6.2. Contributions from Members; Funds for Administration.** The Members may make contributions, either in the form of grants or loans, to the Authority of money or property as each Member deems appropriate, subject to such agreement(s) as may be agreed to by the Member(s) and the Authority. If the Authority requires funds for its administration in accordance with the Act, the JEP A Agreement or these Bylaws, and the Authority does not have, or reasonably estimates that it will not have, sufficient funds to cover such costs, the Authority shall provide notice to each Member and each Member shall provide fifty percent (50%) of the needed funds ("Additional Costs"), which shall not exceed One Hundred Thousand Dollars (\$100,000) per Member during any given Fiscal Year unless otherwise agreed to in writing by the Members. The Additional Costs shall be reimbursed to the Members pursuant to a separate agreement to be entered into between the Members and the Authority.

## ARTICLE VII

### DESIGNEES FOR CERTAIN OFFICERS AND CO-COUNSEL

**Section 7.1. Designees for Executive Director, Treasurer, Auditor and Secretary.** Where reference is made in the JEP A Agreement or herein to duties to be performed for the Authority by an employee of the Port District who is designated as an officer of the Authority or by an employee of the City who is designated as an officer of the Authority, such duties may be performed by that person's duly authorized deputy set forth in Schedule 1 attached hereto, which may be modified administratively from time to time by the President/CEO of the Port District, in the case of a Port District employee, and by the City Manager of the City, in the case of a City employee, by providing written notice to the Secretary who shall provide a copy of such notice to each Member and who shall retain a copy of each such notice in the records of the Authority; provided however, that all agreements, contracts, deeds and other instruments requiring execution by the Authority shall be signed by the Executive Director or by such other representative of the Authority as shall be designated in a resolution of the Board relating to execution of the agreement, contract, deed or other instrument to be executed.

**Section 7.2. Designees for Co-Counsel.** Where reference is made in the JEP A Agreement or herein to duties to be performed for the Authority by the Port Attorney of the Port District (the "Port Attorney"), acting as co-counsel to the Authority, or by the City Attorney of the City (the "City Attorney"), acting as co-counsel to the Authority, such duties may be performed by that person's duly authorized deputy set forth in Schedule 1 attached hereto, which may be modified administratively from time to time by the Port Attorney in the case of the Port Attorney and by the City Attorney in the case of the City Attorney, by providing written notice to the Secretary who shall provide a copy of such notice to each Member and who shall retain a copy of each such notice in the records of the Authority.

## **ARTICLE VIII**

### **AUDITS**

**Section 8.1. Audits.** Each audit provided pursuant to Section 4.D (2) of the JEP A Agreement shall be performed by an independent certified public accountant or firm of certified public accountants having the skill and experience to perform such audit, selected by the Auditor, subject to the approval of the Executive Director.

## **ARTICLE IX**

### **INSURANCE**

**Section 9.1. Purchase of Insurance.** In conformance with the procedures and criteria developed by it, the Board shall cause the Authority to purchase commercial insurance or reinsurance, including errors and omissions and liability insurance, as determined by the Board to be reasonably sufficient to cover liabilities of the Authority, including any liability of its Members imposed by Government Code Section 895.2.

## **ARTICLE X**

### **AMENDMENT OF BYLAWS**

**Section 10.1. Amendments of Bylaws.** These Bylaws may be amended by the Board at any regular or special meeting by an affirmative vote of four members of the Board, provided that the Board shall not adopt, amend or repeal any provision of these Bylaws that would cause these Bylaws to be inconsistent with the JEP A Agreement.



## Schedule 1

### Designees for Executive Director, Treasurer, Auditor, Secretary, Co-Counsel

<b>Officer/Co-Counsel</b>	<b>Authorized Deputy</b>
Executive Director	Vice President of Real Estate, Engineering and Facilities, San Diego Unified Port District Assistant Vice President, Real Estate, San Diego Unified Port District, or Director, Real Estate, San Diego Unified Port District
Treasurer	[Information to be provided by City]
Auditor	[Information to be provided by City]
Secretary	Deputy District Clerk, San Diego Unified Port District
Port Attorney	Assistant General Counsel or Deputy General Counsel, San Diego Unified Port District
City Attorney	[Information to be provided by City]