Solid Waste Disposal and
Recyclable Materials Processing Authority
By-laws

I. **General.** These By-Laws are authorized and adopted pursuant to Section 8.2.12 of the Interlocal Agreement which established the Authority (the "Interlocal Agreement"). Unless otherwise provided herein, all defined terms not otherwise defined herein shall be as provided in the Interlocal Agreement.

II. **Organization of the Authority.** As provided in the Interlocal Agreement, the Authority is overseen and managed by a Governing Board, an Executive Committee, and an Executive Director.

A. **Governing Board.** The membership of the Governing Board is comprised of elected officials of and appointed by each of the Parties to the Interlocal Agreement.

i. **Chair and Vice-Chair.** On an annual basis, with the appointment beginning on ~~October~~January 1 of each year, the Governing Board shall elect a Chair and a Vice-Chair, who will serve as the Chair when the Chair is not present at a meeting or available to perform their duties. However, if there is a vacancy in the Chair or Vice-Chair position, a new election shall take place within ~~60~~90 days of the vacancy. The new Chair or Vice-Chair shall serve for the remainder of the unexpired term.

a. **Duties of Chair.** The Chair shall preside over meetings of the Governing Board and shall be a voting member of the Governing Board. The Chair shall be recognized as the head of the Authority for all ceremonial purposes, execution of all duly authorized contracts approved by the Governing Board, and other documents requiring the signature of the head of the Authority and as the official designated to represent the Authority with other governmental entities.

b. **Authority to Sign Bonds or other Debt Obligations.** Unless otherwise provided by Resolution of the Governing Board, the Chair shall execute all bonds, notes, debentures or other debt obligations of the Authority.

ii. **Powers of the Governing Board.**

a. The Governing Board, in addition to those powers provided in the Interlocal Agreement, shall approve all agreements for goods and services in excess of $100,000.00 in any fiscal year or in the aggregate, and may approve any agreement for a lesser amount as determined by the Executive Director. A fiscal year commences on October 1 of each year and ends on the following September 30 (a "Fiscal Year").

b. The Governing Board must establish, and may amend, a maximum amount of aggregate debt that may be approved by the Executive Committee.

iii. Non-interference.

a. The Governing Board and its members shall not give orders or directions to, nor make any requests of, any of the employees of the Authority, except that such orders, directions and requests may be directed to the Executive Director or his/her designees.

b. Neither the Governing Board nor any of its members shall dictate the appointment of any person to office or employment by the Executive Director nor in any way prevent the Executive Director from exercising his or her own judgement in selecting the personnel or his or her administration.

B. Executive Committee. The membership of the Executive Committee shall be composed of the County's Governing Board member and ten (10) Governing Board members from Municipal Parties.

i. Chair and Vice-Chair. On an annual basis, with the appointment beginning on ~~October~~January 1 of each year, the Executive Committee shall select a Chair and a Vice-Chair, who will serve as the Chair when the Chair is not present at a meeting or available to perform their duties. However, if there is a vacancy in the Chair or Vice-Chair position, a new election shall take place within ~~60~~90 days of the vacancy. The new Chair or Vice-Chair shall serve for the remainder of the unexpired term.

a. Duties of the Chair. The Chair of the Executive Committee shall preside at all meetings of the Executive Committee, sign all agreements approved exclusively by the Executive Committee and such other duties as may be prescribed by the Governing Board.

b. Authorized Signatories for Payments. The Chair of the Executive Committee together with the Executive Director is authorized to sign checks, drafts, or payments from the Authority's Accounts in amounts ~~between $25,001.00 and $100,000.00. The Chair and the Vice-Chair of the Executive Committee, together with the Executive Director is authorized to sign checks, drafts, or payments from the Authority's Accounts in amounts in excess of $100~~in excess of $25,000.00.

ii. Powers of the Executive Committee.

a. The Executive Committee has all the powers enumerated in the Interlocal Agreement, including the power to annually recommend the budget to the Governing Board each August.

b. The Executive Committee has the power and authority to approve all agreements of the Authority for goods or services up to $100,000.00.

C. Executive Director. The Executive Director serves as the chief executive officer of the Authority, responsible for the operation of the Authority in accordance with the policies and decisions of the Governing Board and the Executive Committee. The Executive Director must be an employee of the Authority and while serving as Executive Director, must not be: (a) employed by any Party; (b) serving on the elected body of any Party; or (c) contracted to consult for or lobby on behalf of any Party.

i. Powers of the Executive Director.

a. The Executive Director shall have all the duties and responsibilities as set forth in the Interlocal Agreement, including the power to hire employees as authorized by the Governing Board through its approval of the annual budget as being necessary for the operation of the Authority.

b. The Executive Director shall prepare an agenda for each meeting of the Governing Board and Executive Committee. Placement or withdrawal of items on any agenda shall be at the discretion of the Executive Director.

c. The Executive Director may call a special meeting of the Governing Board or Executive Committee at their discretion or at the request of at least three members of the Board or Committee.

d. The Executive Director has the authority to review, approve and pay all invoices pursuant to authorized agreements of the Authority.

e. The Executive Director has the authority to execute checks or drafts for the payment of amounts from the Authority Accounts (i) without any additional signatories in an amount up to $25,000.00; and (ii) with the countersignature of the Chair or Vice-Chair of the Executive Committee in an amount ~~between $25,001.00 and $100,000.00; and (iii) with the countersignatures~~in excess of ~~both the Chair and Vice-Chair of the Executive Committee in any amount over $100~~$25,000.00.

f. The Executive Director has the authority to enter into agreements on behalf of the Authority for goods or services in an amount not to exceed $25,000.00, in any Fiscal Year or in the aggregate including any extensions or amendments to such agreement.

g. The Executive Director shall prepare and submit to the Executive Committee a proposed annual budget and capital program during an August meeting.

h. The Executive Director shall submit to the Governing Board and make available to the public an annual report on the finances and administrative activities of the Authority as of the end of each Fiscal Year.

ii. Removal of Executive Director. The Governing Board may recommend to the Executive Committee or the Executive Committee on its own may remove or terminate the Executive Director.

III. Meetings.

A. Time.

i. Pursuant to the Interlocal Agreement, the Governing Board must meet at a minimum of least twice per Fiscal Year of the Authority. The Governing Board shall meet in September each year for the adoption of the budget and election of officers, among other things. The Governing Board shall hold regular meetings at such dates and times as directed by the Chair of the Governing Board. The Authority may hold special meetings called by the Chair of the Governing Board or Executive Director upon no less than 24 hours' notice to each member and the public, or in the case of an emergency, such shorter time as the Executive Director deems necessary.

ii. Pursuant to the Interlocal Agreement respectively, the Executive Committee and Technical Advisory Committee ("TAC") will meet regularly on such dates and times as may be necessary to conduct the business of the Authority. Meetings may be scheduled by the respective Chairs of the Executive Committee and TAC, or with respect to TAC as directed by the Governing Board, Executive Committee, or Executive Director.

B. Place. All meetings of the Governing Board, Executive Committee and TAC shall be held at public buildings or governmental meeting halls as designated by the Chair of the respective board or committee.

C. Public Notice. The Executive Director shall provide Public Notice of all meetings in accordance with Chapter 286, Florida Statutes and as otherwise required.

D. Quorum.

i. Governing Board. A quorum will be a majority of the total voting members, provided that the members comprising the quorum must represent at least one-half (1/2) of the Broward Tonnage. See subsection iii below for the determination of Broward Tonnage.

ii. Executive Committee. A quorum will be a majority of the total voting members, provided that the members comprising the quorum must represent at least one-half (1/2) of the Broward Tonnage represented by those Municipal Parties that are members of the Executive Committee.

iii. **Broward Tonnage.** In accordance with a majority vote of the Governing Board the term "Broward Tonnage" approximates the total amount of System Waste by using population figures based on the most recent Bureau of Economic and Business Research – University of Florida report.

iv. **Determination of Quorum.** Unless otherwise authorized by the Governing Board, the Executive Committee, or TAC, as applicable, a quorum is determined based on physical attendance. If there is a quorum, all members may vote regardless of whether they are attending the meeting physically or via remote conferencing technology.

E. Remote Participation. Members of the Governing Board, Executive Committee or TAC shall be allowed to participate at any meetings remotely (through telephone or other electronic means), provided that at least quorum of members, including any alternate members appearing on behalf of absent members, shall appear in person to establish and maintain a quorum, as provided in the Interlocal Agreement and Section D above. If a member appears remotely, such member shall provide the Executive Director and Authority Counsel with such notice as early as possible in advance of the meeting. When a member is present remotely and their alternate member is in attendance in person, the member attending remotely shall be entitled to vote on any matter provided such alternate member is not required to establish an in-person quorum, as required by the Interlocal Agreement and Section III. D above.

F. Approvals.

i. **Governing Board.** Except as may be set forth in the Interlocal Agreement, the Governing Board may take official action only if: there is a quorum; the action is supported by an affirmative vote of a majority of the members present that are eligible to vote; and the action is also supported by the affirmative vote of members representing a majority of the Broward Tonnage, as described in subsection D. iii. of this Section III. Alternate members of the Governing Board will count towards quorum only when they are serving as voting members.

ii. **Executive Committee and TAC.** Except as specifically provided in the Interlocal Agreement, approval of an action or recommendation will require a quorum and a majority vote of its members present at a meeting and eligible to vote with respect to the Executive Committee and TAC.

G. Attendance. The Governing Board may remove any Executive Committee member from the Executive Committee if such member has more than three (3) consecutive absences from meetings or more than six (6) absences from meetings in any fiscal year. Remote attendance shall not be counted as an absence.

IV. Agenda.

A. Preparation. The Executive Director (or in his/her absence, the Chair, of such board or committee) shall prepare an agenda for each meeting that shall be distributed to the Governing Board, Executive Committee, and TAC, as applicable, and the Authority Counsel as far in advance of the meeting as time for preparation will permit.

B. Items. Placement and withdrawal of items on an agenda shall be at the discretion of the Executive Director (or in his/her absence, the Chair, of such board or committee).

C. New Business. The agenda shall have an item entitled "New Business" that allows any member of the Board or Committee to discuss business that has not been brought before such Board or Committee.

D. Old Business. The agenda shall have an item entitled "Old Business" that allows for any discussion on pending matters of such Board or Committee.

E. Public Comment. The agenda shall have an item entitled "Public Comment" that shall appear after the approval of the minutes of the prior meeting. Such Public Comment shall be limited to no less than two (2) minutes per person (one time only) or any other amount of time authorized by the Chair. Time of one person cannot be allocated to any other person.

F. Committee Comments and Information. The agenda of the Governing Board or Executive Committee shall have an item entitled "Committee Comments and Information Materials" to provide for Executive Committee or TAC comments and information, as applicable.

G. Backup Materials. All available backup materials must be submitted to the Executive Director (or in his/her absence, the Chair of such board or committee) at least 48 hours prior to the applicable scheduled meeting.

V. Minutes.

A. Action Minutes. All meetings of the Governing Board, Executive Committee and the Technical Advisory Committee ("TAC") shall have minutes taken. The minutes shall be action minutes, including a summary of all actions taken at the meeting.

B. Approval of Minutes. Minutes shall be placed on the next agenda at a regular meeting for approval. Unless a reading of the minutes is requested by a majority vote of the Governing Board, Executive Committee or TAC, as applicable, such minutes may be approved without reading. In accordance with the Interlocal Agreement, the minutes of each meeting of the Executive Committee shall be distributed to all Governing Board Members upon approval of such minutes by the Executive Committee.

VI. Rules of Debate.

A. If any member, in speaking or otherwise, transgresses the rules of procedure, the Presiding Officer shall, or any member can, call him or her to order, in which case the member so call to order shall immediately cease discussion unless permitted by the Presiding Officer to explain; and the Governing Board, Executive Committee or TAC, as applicable, if appealed to, shall decide the question without debate. If the decision is in favor of the member so called to order, he or she shall be at liberty to proceed; if otherwise, he or she shall not proceed without leave of the Governing Board, Executive Committee or TAC, as applicable, to proceed in order.

B. Any member about to speak shall respectfully address the Presiding Officer and shall not commence to speak until recognized by the Presiding Officer. When two or more members request to speak at the same time, the Presiding Officer shall determine which one is recognized.

C. Every member while speaking shall confine himself or herself to the subject under debate, shall conduct themselves in a statesperson like manner, and shall not refer to any other member of the Governing Board, Executive Committee or TAC, as applicable, except in a respectful manner.

D. Unless a member who has the floor yields for that purpose, no member shall interrupt another while he or she is speaking, except to propound a parliamentary inquiry or make a point of order.

E. The Presiding Officer shall not be deprived of any of the rights and privileges of a member of the Governing Board, Executive Committee or TAC, as applicable, by reason of acting as the Presiding Officer.

F. A motion to reconsider any action taken may be made only at the meeting where such action was taken and may only be made by a member who was on the prevailing side of the action sought to be reconsidered. Reconsideration of the action may occur no earlier than the next meeting.

G. The order of voting on all items shall be established annually based on the population of the member's municipality from smallest to largest. The County Member shall vote first, then each of the municipal members voting in order of population of their municipality; provided, however the Chair shall vote last. No member who is present at the time of a vote is taken shall be entitled to pass on voting and must vote in order, unless a conflict of interest is declared and entered.

VII. Addressing the Governing Board and Committees of the Authority.

A. Generally. General public comments on any items whether or not on the agenda shall be heard at the beginning of each regular meeting after approval of the minutes of the prior

meeting. Anyone wishing to address the Governing Board or Executive Committee, as applicable, during general public comments must sign in with the Executive Director. Each individual is requested to state his or her name and address and shall state the name of the entity represented (if applicable) and the item on the agenda, if any, to be addressed. Each person addressing the Governing Board or Executive Committee shall approach the lectern and speak in an audible tone of voice for the record. Unless further time is granted by the Presiding Officer, each person shall speak only one time, per item, for up to two minutes, which time limit may be increased or decreased by the Presiding Officer. No person shall be allowed to donate his or her speaking time to another person. All remarks shall be addressed to the Governing Board or Executive Committee as a body and not to any member thereof, the Executive Director, the Authority's Counsel or any other member of Authority staff. All people addressing either the Governing Board or Executive Committee are strongly encouraged to refrain from making political statements and shall not make personal attacks on any member of the Governing Board or Executive Committee, or the Executive Director, the Authority's Counsel or any other individual. No person other than the members of the Governing Board or Executive Committee and the person having the floor shall be permitted to enter into any discussion, either directly or through a member of the Governing Board or Executive Committee, without the permission of the Presiding Officer. No question shall be asked of any member except through the Presiding Officer. This section shall also apply to another committee of the Authority.

B. Representative Disclosure. Any person who addresses the Governing Board or Executive Committee on behalf of an individual, corporation or special interest group for compensation must disclose that representation at the beginning of their comments, as described in Section A. of this Article VII.

C. Decorum. No person shall engage in behavior that disrupts the proceedings of the Governing Board or Executive Committee. All meetings are family-friendly and therefore profane, indecent or obscene language, content or conduct is not permitted. Sufficient warnings of inappropriate conduct may be given by the Presiding Officer, at any time, and in the event that any individual shall continue to disrupt the proceeding, the Presiding Officer may then ask that the person be removed. Signs or placards may be brought to a meeting but may not block any other attendee's view of the proceedings or interfere with any video, audio, stenographic or other recordings of the proceedings.

VIII. Purchasing and Procurement.

A. Purpose. The purpose and intent of this Article is to prescribe the manner in which the Authority shall control the purchase of goods, supplies, materials, equipment, and services, and to maintain a high ethical standard for the Authority in connection therewith.

B. Purchasing Approval.

i. Executive Director. The Executive Director has the authority for all purchase of and contracts for goods, supplies, materials, equipment or services, when the estimated annual cost thereof is $25,000.00 or less, without the approval of the Executive Committee or Governing Board.

ii. Executive Committee. Any purchases of or agreements for goods, supplies, materials, equipment or services in an estimated annual cost between $25,001.00 and $100,000.00 must be approved by the Executive Committee.

iii. Governing Board. Any purchases of or agreements for goods, supplies, materials, equipment or services in an estimated annual cost over $100,000.00 must be approved by the Governing Board.

C. Competitive Solicitations; Exceptions.

i. All purchases of and contracts for goods, supplies, materials, equipment or services, when the estimated annual cost thereof shall exceed $25,000, shall, except as specifically provided in this subsection C below be based, wherever possible, on a competitive basis. For purchases of and contracts for goods, supplies, materials, equipment or services when the estimated annual cost thereof shall not exceed $25,000, a minimum of one written quote is required, with three quotes recommended.

ii. When the Executive Director determines that the use of competitive bidding is not practicable for a purchase of or contract for goods, supplies, materials, equipment or services with an estimated annual cost in excess of $25,000, such goods, supplies, materials, equipment or services may be purchased by competitive proposals, and a request for proposals shall be issued, as provided in subsection D, i. b. below entitled "Request for Proposals, Qualifications or Letters of Interest." For those goods, supplies, materials, equipment or services with an estimated annual cost in excess of $25,000 but less than $50,000.00 the Executive Director may require written quotes, pricing, and informal bids, see also subsection D ii entitled "Written quotations method." To assure full understanding of and responsiveness to the solicitation requirements and full understanding of proposals, discussions may be conducted with qualified proposers. The ranked or short-listed proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions are permitted through negotiations prior to award or for the purpose of obtaining best and final offers. The award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the Authority.

iii. Only the following situations are exempt from the competitive bid and competitive proposal requirements of this Section:

a. **Emergency purchases.** In urgent cases of compelling emergency that require the immediate purchase of goods, supplies, materials, equipment or services, the Executive Director is authorized to secure, when possible, emergency goods, supplies, materials, equipment or services by open market procedure. All such emergency purchases shall be for the most urgent situations presenting a clear and present substantial threat to life or property where immediate action is required.

b. **Sole-source goods, supplies, materials, equipment and services**. Sole-source goods, supplies, materials, equipment and services, such as unique, patented, or franchised goods, supplies, materials, equipment or services, are exempt from the requirement of this Section C if the Executive Director determines, after conducting a good faith review of available sources, that the particular supply or service is available from only one source.

c. **Original Equipment Manufacturer ("OEM") supplies**. Supplies that require replacement and are only to be replaced with original manufacturer parts. The Executive Director will ascertain which purchases are deemed as OEM and are considered exempt.

d. **Contracts for the supply of disaster preparedness**. The supply of provisions, goods, supplies, materials, equipment or services made in contemplation and preparation for the occurrence of a natural or man-made disaster or of civil unrest, where, in the determination of the Executive Director and with written notice to the Executive Committee, availability rather than price is the controlling factor, are exempt from this Subsection C.

e. **Piggyback Purchases**. The Executive Director may procure, without following formal solicitation procedures, all goods, supplies, materials, equipment, and services that are the subject of contracts with the state, its political subdivisions, the United States government, other state or local governmental entities, or a corporation not for profit whose members are federal, state or local governmental entities, public officers, or any combination thereof ("piggyback"), provided that the goods, supplies, materials, equipment, or services are the subject of a price schedule negotiated by the entities listed above and is based strictly on competitive bids, quotations, or competitive proposals and not on any preference. Utilization of other governmental entities' contracts shall be permitted only during the term of the other governmental entity's contract.

f. **Best interest of the Authority**. Purchases of and contracts for goods, supplies, materials, equipment or services, when the Executive Committee declares by a five-sevenths (5/7ths) affirmative vote that competitive bidding and competitive proposals are not in the best interest of the Authority, are exempt from this Section C. The Executive Director shall not use this exemption in an arbitrary or capricious manner but shall use it only in rare situations after making specific factual findings that

support its determination that competitive bidding and competitive proposals are not in the best interest of the Authority. For those contracts that the Executive Director is otherwise authorized to award, he or she may waive competitive bidding and competitive proposals under this paragraph.

g. Other contractual services not subject to competitive procurement requirements are as follows:

1. Software and hardware subscriptions, licensing and maintenance with the company from which the software and hardware was purchased.
2. Servicing or warranty work of equipment by the authorized dealer or manufacturer's representative, when required to maintain a warranty in full force and effect, or when considered to be in the best interest of the Authority and recommended by the using agency, and the services to be performed are by the equipment manufacturer, manufacturer's service representative, or a distributor of the manufacturer's equipment.
3. Advertising in newspapers, periodicals, television, radio, billboards or other advertising media.
4. Educational books, technical publications or other types of trade journals.
5. Utilities, including but not limited to electric, water, stormwater, or sewer.
6. Governmental, professional or organizational membership dues or fees.
7. Shipping, freight and postage charges.
8. Contracts for professional services involving peculiar skill, ability, experience or expertise that are in their nature unique.

h. Any other provision of Subsection C to the contrary notwithstanding, Authority purchasing shall be conducted in accordance with applicable provisions of Florida Statutes, including but not limited to Section 287.055, Florida Statutes.

D. Formal Solicitation Procedure. All goods, supplies, materials, equipment or services, except as otherwise provided herein, when the estimated annual cost thereof shall exceed $50,000, shall be procured by a formal solicitation process that may result in a written contract(s) and/or purchase order(s), after due public notice inviting bids or proposals. The Executive Director may require written quotes, pricing, and informal bids for purchases that do not exceed $50,000.

i. Sealed Competitive Method. Acquisitions of or contracts for goods, supplies, materials, equipment or services, where the expenditure by the Authority (including expenditures during renewal periods, but not expenditures relating to Change orders) is estimated to be $50,000 or greater shall be subject to a sealed competitive method, unless the Executive Committee authorizes the use of an informal method or as otherwise provided in Subsection C. iii above.

a. **Competitive Bids.** Sealed competitive bids are utilized where price, responsiveness and responsibility are the sole determining factors. Except as otherwise provided in an invitation to bid, the Executive Director, shall review the sealed competitive bids received by the Authority in response to an invitation to bid and shall determine whether each bidder is responsive and responsible, shall review for mathematical accuracy and shall make a recommendation to the Executive Committee.

b. **Request for Proposals, Qualifications or Letters of Interest.** Requests for proposals, requests for qualifications and requests for letters of interest are utilized where price, responsiveness and responsibility are not the sole determining factors. Except as otherwise provided in requests for proposals, requests for qualifications and requests for letters of interest, the Executive Director will review the submittals received by the Authority in response to requests for proposals, requests for qualifications and requests for letters of interest and shall determine whether each proposer is responsive and responsible, shall review for mathematical accuracy, shall rank the proposals and shall make a recommendation to the Executive Committee.

c. **Submissions.** It shall be the sole responsibility of the bidder, proposer or responder to have the bid, proposal or response delivered before the specified closing date and time. Bids, proposals or responses received after the specified closing date and time shall not be considered and shall be returned unopened. All bids, proposals and responses submitted pursuant to a sealed competitive method shall remain sealed until they are opened publicly on the date and time and location stated in the Notice to Bidders, Proposers or Responders, or as may be amended by addendum.

d. **Authority's reservation of rights**. The Authority may utilize a sealed competitive method for any acquisition that the Authority deems appropriate regardless of the estimated cost of the acquisition. Until final award of Contract, the Authority reserves the right to waive any informality or irregularity and to reject all bids, proposals and responses, with or without cause.

e. **Cone of Silence**.

1. **Prohibited Communication**. When the Authority utilizes a sealed competitive method, there shall be no communication related to the sealed competitive method solicitation, bids, proposals or responses between any Person (including a Lobbyist or any other person on that Person's behalf) that seeks a contract, contract renewal, award, recommendation or approval, and any member of the Governing Board.
2. **Permitted Communication**. The prohibited communication contained in 1 above shall not apply to written or oral communications with Counsel to the Authority.
3. **Exceptions to Prohibited Communications**. The prohibited communications set forth in 1 above, shall not apply to (i) making public presentations to the Governing Board or Executive Committee during any public meeting related to the

sealed competitive method solicitation; (ii) engaging in contract negotiations at a public meeting; or (iii) communicating in writing with the person designated in the sealed competitive documents as the contact person for clarification or information.

4. **Effective Dates**. The prohibition in communication contained in 1. Above shall be in effect during a sealed competitive method solicitation beginning when first publicly noticed, and shall terminate upon execution of a contract, a decision by the Executive Committee or Governing Board, as applicable, to reject all bids or responses to the sealed competitive method solicitation, or the taking of other action that ends the sealed competitive method solicitation.
5. **Notice**. When the prohibition in communication becomes effective for a particular sealed competitive method solicitation, the Executive Director shall provide notice of the prohibition to the Governing Board. The sealed competitive method solicitation documents for the goods or services shall generally disclose the requirements of this Section.
6. **Violations**. Any action in violation of this Section may be cause for disqualification of the bidder, responder or proposer. The determination of a violation and/or disqualification shall be made by the Executive Committee.
7. **Exceptions**. If a prohibited communication occurs, it is in the Executive Director's discretion to determine whether the communication is innocuous and not intended to influence the outcome of the sealed competitive method, or whether the communication may be cause for disqualification. If the Executive Director determines the prohibited communication may be cause for disqualification, the Executive Director shall place a Resolution disqualifying the bidder, responder or proposer on the next available Executive Committee agenda.

ii. **Written quotations method.** Acquisitions of or contracts for goods, supplies, materials, equipment or services where the total expenditure by the Authority (including expenditures during renewal periods, but not expenditures relating to Change orders) is estimated to be greater than $25,000, but less than $50,000, may be made or entered into upon approval of the Executive Committee without a sealed competitive method, provided that three written quotations are obtained from individual sources, except when impracticable. The Executive Director may utilize the written quotations method for any acquisition of $25,000 or less that he or she deems appropriate. The written quotations received by the Executive Director shall be retained with a copy of the purchase order and pursuant to public records law.

E. Form of Contract.

i. **Written Agreements**. Written agreements shall be utilized for all acquisitions of goods, supplies, materials, equipment or services where the total expenditure by the Authority (including expenditures during renewal periods, but not expenditures relating to Change orders) is estimated to be $100,000 or greater. The Authority may utilize a written agreement for any acquisition of less than $100,000, that the Executive Committee deems

appropriate. All written agreements must be approved as to form and legality by the Authority's Counsel and executed by the Authority's Counsel, and the Chair or Vice-Chair of the Executive Committee, if approved by the Executive Committee. In addition, agreements approved by the Governing Board must also be executed by the Chair or Vice Chair of the Governing Board and the Authority's Counsel. All other Agreements not approved by either the Governing Board or the Executive Committee may be signed by the Executive Director, after review by the Authority's Counsel.

ii. **Purchase orders**. Where no other form of contract exists, purchase orders, in a form pre-approved by the Authority's Counsel, shall be utilized for acquisitions of goods, supplies, materials, equipment, but not services, where the total expenditure by the Authority is estimated to be greater than $25,000 but less than $50,000. The Authority may utilize a purchase order for any acquisition of $25,000 or less that the Executive Director deems appropriate. No change shall be made to the pre-approved purchase order form without express approval of the Authority's Counsel.

IX. Amendments.

A. Executive Committee. The Executive Committee may develop and make recommendations for Amendments of the By-Laws to the Governing Board.

B. Governing Board. The Governing Board may approve or reject any proposed recommendations of the Executive Committee to amend the By-Laws.

X. Waiver of Procedures.

A. Automatic waiver during Emergency. The procedures in these By-Laws shall be automatically waived during a Declared State of Local Emergency (as provided by law), a Declared State of General Emergency (as provided by law), or other emergency situation to the extent necessitated by the emergency.

B. Waiver by Majority Vote. The Governing Board or Executive Committee may waive these By-Laws by a majority vote, except when such procedure is set forth in the Interlocal Agreement.