

# **TEXAS GOVERNMENT ACCOUNTABILITY ASSOCIATION BYLAWS**

Adopted May 20, 2024

## **PREAMBLE**

These Bylaws are subject to, and governed by, the Texas Business Organizations Code (the “Code”) and the Texas Government Accountability Association Constitution (the “Constitution”). In the event of a direct conflict between the provisions of these Bylaws and the mandatory provisions of the Code or the provisions of the Constitution, such provisions of the Code or the Constitution of the Association, as the case may be, will be controlling.

## **ARTICLE I NAME AND POWERS**

Section 1. Name. The name of this Association is Texas Government Accountability Association (the “Association”).

Section 2. Powers. The Association is an unincorporated non-profit Association and shall have all of the rights, powers, privileges, duties, authorizations and responsibilities as provided in the Code.

## **ARTICLE II BOARD OF DIRECTORS**

Section 1. General Powers. The direction and management of the affairs of the Association and the control and disposition of its assets shall be vested in its board of directors (the “Board of Directors”). The Board of Directors shall adopt such rules and regulations as may be necessary to implement these Bylaws.

Section 2. Manner of Acting. The act of a majority of the directors present in person at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by law, the Constitution of the Association or these Bylaws. A director is not authorized to act by way of a proxy.

Section 3. Order of Business. At meetings of the Board of Directors, business shall be transacted in such order as the Chairman of the Board may determine from time to time unless the Board of Directors determines otherwise. The Secretary-Treasurer shall prepare minutes of such meetings unless the Chairman of the Board or the Board of Directors appoints another person to act as secretary of the

meeting. The regular minutes of the proceedings must be placed in the minute book of the Association. If the Chairman of the Board is absent from the meeting of the Board of Directors or is unable to act at a meeting of the Board of Directors, a chair for that meeting shall be chosen by the Board of Directors from among the directors present.

Section 4. Presumption of Assent. A director who is present at any meeting of the Board of Directors at which action on any Association matter is taken will be presumed to have assented to the action unless his or her dissent is entered in the minutes of the meeting or unless that director files his or her written dissent to such action with the person acting as secretary of the meeting before the adjournment thereof or forwards any dissent by certified or registered mail to the Secretary-Treasurer immediately after the adjournment of the meeting. Such right to dissent does not apply to a director who voted in favor of such action.

Section 5. Responsibilities. It is the responsibility of each director to act in the best interests of the Association for the benefit of the communities served by the Association. Each director owes allegiance to the common good of the communities served by the Association and shall not act as a separate representative of a particular community where he or she works or resides.

### **ARTICLE III OFFICERS OF THE ASSOCIATION**

Section 1. Number and Titles. The officers of the Association shall be an Executive Director and such other positions as the Board of Directors shall from time to time deem necessary, who shall exercise such powers and perform such activities as shall be set forth in these Bylaws or as determined from time to time by the Board of Directors. Each officer shall hold office for the term for which he or she is elected and until his or her successor shall have been duly elected and qualified unless such officer is removed, resigns or is unable to serve.

Section 2. Election and Term of Office. The officers of the Association whose terms are expiring shall be elected by the Board of Directors at each annual meeting of the Board of Directors at which a quorum is present. New offices may be created and filled at any meeting of the Board of Directors. Any two or more offices may be held by the same person. Any officer, however, may serve at the pleasure of the Board of Directors without the necessity of periodic re-election or re-appointment.

Section 3. Removal. Any officer may be removed with or without cause by the Board of Directors at any time whenever in its sole and exclusive judgment the best interests of the Association will be served thereby. The removal of an officer who is also employed by the Association shall be without prejudice to the contract rights, if any, of the person so removed. The election or appointment of an officer shall not of itself create contract rights.

Section 4. Vacancies. A vacancy in the office of any officer may be filled by the Board of Directors. An officer elected to fill an unexpired term shall be elected for the unexpired term of such officer's predecessor in office.

Section 5. Executive Director. The Executive Director shall have such powers, duties and responsibilities as from time to time may be assigned to him or her by the Board of Directors. Subject to the control of the Board of Directors and subject to the provisions of applicable law restricting the powers of an executive director, the Executive Director shall establish and maintain an effective organization and structure with clearly defined roles, responsibilities, and reporting relationships that ensure follow-up and accountability. The Executive Director shall establish and maintain a consistent process for open and continuing communication with the Board of Directors to ensure effective governance of the Association.

Section 6. Vice President. In the absence of the Executive Director or in the event of his or her inability or refusal to act, the Vice President, if any, shall perform the duties of the Executive Director, and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the Executive Director. The Vice President, if any, shall have such other powers and duties as from time to time may be assigned to him or her by the Board of Directors.

Section 7. Secretary-Treasurer. The Board of Directors may choose a Secretary-Treasurer. If the Board of Directors has not determined to appoint a Secretary-Treasurer, the Executive Director shall have the powers and perform the duties of the Secretary-Treasurer. The Secretary-Treasurer (a) shall keep the minutes of all meetings of the Board of Directors in books provided for that purpose, (b) shall attend to the giving and serving of all notices, (c) may, in the name of the Association attest, to all contracts of the Association and affix the seal, if any, of the Association thereto, (d) shall in general perform duties incident to the office of Secretary-Treasurer, subject to the control of the Board of Directors, and (e) shall discharge such other duties as shall be prescribed from time to time by the Board of Directors or the Executive Director. In the case of the absence or disability of the Secretary-Treasurer, the Board of Directors may appoint one or more Assistant Secretaries to perform the duties of the Secretary-Treasurer during such absence or disability.

## **ARTICLE IV MEMBERS**

Section 1. Dues. Dues shall be considered delinquent thirty (30) days after billing.

Section 2. Voting Privileges. Each local government member shall be entitled to send one voting delegate to each meeting. A majority vote is required for the decision of any question, except as otherwise provided by these Bylaws or the Constitution. At all meetings of the members of the Association, all

delegates shall be registered, and a voting delegate shall be designated by each member to cast all votes allowed to a member. If a voting delegate is unable to serve, another may be designated. Members that are delinquent in payment of the dues are not allowed to vote.

## **ARTICLE V COMMITTEES**

Section 1. Committees Having Board Authority. The Board of Directors by resolution may designate one or more committees, which, to the extent provided in such resolution or in these Bylaws, shall have and may exercise the authority of the Board of Directors, except that no such committee shall have the authority of the Board of Directors in reference to:

- a) filling vacancies (whether resulting from an increase in the number of positions or from the vacation of an existing position) on the Board of Directors or any committee created by the Board of Directors;
- b) electing, appointing or removing any member of the Board of Directors, any member of any committee created by the Board of Directors or any elected or appointed officer of the Association;
- c) amending the Constitution of the Association;
- d) amending or altering these Bylaws;
- e) approving a plan of merger or consolidation of the Association;
- f) approving a voluntary dissolution of the Association or revocation thereof; or
- g) altering or repealing any resolution of the Board of Directors.

The designation of each such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law. Any action taken by a committee which exercises authority of the Board of Directors shall be reported to the Board of Directors within thirty (30) days. Each such committee shall consist of two or more persons, at least a majority of whom must be directors.

Section 2. Committees Not Having Board Authority. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the directors at a meeting at which a quorum is present. Such committees shall have only the powers specifically delegated to them by the Board of Directors. Membership on such committees may, but need not be, limited to directors. In the case of a standing committee, each such committee shall consist of two or more persons, at least a majority of whom must be directors.

Section 3. Standing Committees. In addition to any standing committee designated in this Section 3, the Board of Directors may designate one or more standing committees as are necessary, and the duties of any such standing committee shall be prescribed by the Board of Directors upon its designation. A standing committee may be given the authority of the Board of Directors if the provisions of Section 1 of this Article are followed; otherwise, the provisions of Section 2 of this Article must be followed. A voting member of the Board of Directors shall chair each standing committee. As of the adoption of these Bylaws, there are no standing committees.

Section 4. Special Committees. Subject to the provisions of Section 2 of this Article, the Board of Directors, or the Executive Director, subject to the prior approval of the Board of Directors, may designate one or more special committees as are necessary, and the duties of any such special committee shall be prescribed by the Board of Directors or the Executive Director upon its designation. A special committee shall not have the authority of the Board of Directors, shall be chaired by a voting member of the Board of Directors, shall limit its activities to the accomplishment of the tasks for which it is designated and shall have no power to act except as specifically conferred by the action of the Board of Directors. Upon the completion of the task for which it was designated, such special committee shall stand dissolved. As of the adoption of these Bylaws, there are no special committees.

Section 5. Advisory Committees. Subject to the provisions of Section 2 of this Article, the Board of Directors may designate one or more advisory committees as are necessary to allow the Association's constituencies, such as donors and customers, to participate in the Association's operations, and the duties of any such advisory committee shall be prescribed by the Board of Directors upon its designation. An advisory committee shall not have the authority of the Board of Directors, shall be chaired by a member of the Board of Directors, and shall have no power to act except as specifically conferred by the action of the Board of Directors.

Section 6. Quorum and Voting. A majority of the members of a standing or special committee shall constitute a quorum for the transaction of business at any meeting of such standing or special committee, and those members present at a meeting of an advisory committee shall constitute a quorum for the transaction of business at any meeting such advisory committee. The act of a majority of the committee members present at a meeting at which a quorum is present shall be the act of the committee.

Section 7. Meetings and Notices. Meetings of a committee may be called by the Chairman of the Board, the Chair of the Committee, or a majority of the members of the committee. Each committee shall meet as often as is necessary to perform its duties. The person or persons calling such meeting shall cause notice to be given at any time and in any manner reasonably designed to inform the members of the time, date and place of the meeting. Each committee shall keep minutes of its proceedings. Each

committee may adopt rules for its own governance not inconsistent with these Bylaws or with the rules or regulations adopted by the Board of Directors.

Section 8. Appointments; Terms; Vacancies. Subject to the express provisions of this Article V regarding membership requirements of a standing committee, the members and the chairs of all standing committees, and all special committees and advisory committees, shall be appointed by the Chairman of the Board, subject to ratification by the Board of Directors. The members of each standing committee shall serve until the conclusion of the next annual meeting of the Board of Directors following their appointments and until their respective successors are chosen and qualified, or until their respective earlier deaths, resignations, retirements, disqualifications or removals from office. A vacancy on a committee shall be filled for the unexpired term of the former occupant in the same manner in which an original appointment to such committee is made.

Section 9. Resignations and Removals. Any member of a committee may resign at any time by giving notice to the Chair of the Committee or the Secretary. Unless otherwise specified in the notice, such resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall not be necessary to make it effective. The Board of Directors may remove at any time, with or without cause, any member of any committee whenever in the sole and exclusive judgment of the Board of Directors the best interest of the Association will be served thereby. The appointment of a person to a committee shall not of itself create contract rights.

Section 10. Executive Committee. The Board of Directors may determine to appoint an Executive Committee which, if appointed, shall be a standing committee. Subject to the provisions of Section 1 of this Article, applicable law and any express resolution of the Board of Directors, when the Board of Directors is not in session, the Executive Committee, if any, shall have and may exercise the authority of the Board of Directors permitted by these Bylaws in the management of the affairs of the Association. The Chairman of the Board shall serve as the chair of the Executive Committee, if any.

## **ARTICLE VI INDEMNIFICATION OF DIRECTORS, OFFICERS, AND DELEGATES**

Section 1. Limitation of Liability. To the fullest extent permitted by law, no director of the Association shall be personally liable to the Association for monetary damages for any act or omission in the director's capacity as a director the liability of a director to the extent the director is found liable for:

- (a) an intentional breach of a director's duty of loyalty to the Association;
- (b) an act or omission not in good faith that constitutes a breach of the director's duties to the Association;
- (c) an act or omission that involves intentional misconduct or a knowing violation of the law;

- (d) a transaction from which a director knowingly received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's duties; or
- (e) an act or omission for which the liability of a director is expressly provided by an applicable statute.

The foregoing elimination of liability to the Association shall not be deemed exclusive of any other rights, limitations of liability or indemnity to which a director may be entitled under any other provision of the Bylaws of the Association, contract or agreement, vote of the Board of Directors, principle of law or otherwise. Any repeal or amendment of this limitation of liability shall be prospective only and shall not adversely affect any limitation on the personal liability or alleged liability of a director of the Association existing at the time of such repeal or amendment.

In addition to the foregoing provisions, if the Code is amended to further eliminate or limit the personal liability of directors, then the liability of a director of the Association shall be eliminated or limited to the full extent permitted by the Code, as so amended. Any repeal or modification of those provisions of the Code that concern the limitation of director liability shall not be construed to affect adversely any right or protection of a director of the Association existing at the time of such repeal or modification unless such adverse construction is required by law.

Section 2. Mandatory Indemnification: Directors, Officers, or Delegates Successful in Defense. The Association shall indemnify any person or the estate of any deceased person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative, or investigative (hereafter throughout this Article collectively referred to as a "Proceeding"), by reason of the fact that he or she (a) is or was a director or officer of the Association, or (b) while serving as a director or officer of the Association, is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, administrator, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, trust, sole proprietorship, employee benefit plan or other enterprise (hereafter throughout this Article collectively referred to as "Delegate") against expenses (including reasonable attorneys' fees) actually and reasonably incurred by him or her in connection therewith to the extent that he or she has been wholly successful on the merits or otherwise in defense of such Proceeding.

Section 3. Indemnification: Whether Successful or Not in Defense.

- a) The Association (i) shall indemnify any present or former director or officer of the Association (or the estate of such a person) who was or is a party or is threatened to be made a party to any Proceeding by reason of the fact that he or she is or was a director or officer, and (ii) may indemnify any person (other than a present or former director or officer of the Association (or the estate of such person)) who was or is a party or is threatened to be made a party to any

Proceeding by reason of the fact that he or she is or was a Delegate of the Association, against expenses (including reasonable attorneys' fees) actually and reasonably incurred by him or her, and against judgments, penalties (including excise and similar taxes), fines, and amounts paid in settlement by him or her in connection therewith if it is determined that (A) he or she acted in good faith and in a manner he or she reasonably believed, in the case of conduct in his or her official capacity to be in the best interests of the Association; or, in all other cases, to be not opposed to the best interests of the Association; and (B) with respect to any criminal Proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful; provided, however, that if he or she is found liable to the Association or is found liable on the basis that personal benefit was improperly received by him or her, the indemnification provided pursuant to this Section: (i) is limited to expenses actually and reasonably incurred by him or her in connection with the Proceeding and does not include any judgment, penalty, fine, or excise or similar tax; and (ii) may not be made in respect of any Proceeding in which he or she has been found liable for willful or intentional misconduct in the performance of his or her duties to the Association, breach of his or her duty of loyalty owed to the Association, or an act or omission not committed in good faith that constitutes a breach of a duty of him or her owed to the Association.

- b) The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association or, with respect to any criminal Proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful. A person will be deemed to have been found liable in respect to any claim, issue or matter only after the person has been so adjudged by a court of competent jurisdiction after all appeals are exhausted or foreclosed by law.
- c) Notwithstanding any other provisions of this Article, the Association must indemnify any person as to whom indemnification is mandatory under this Article to the fullest extent permitted by law.

Section 4. Indemnification Procedure. Any indemnification under this Article (unless ordered by a court or made pursuant to a determination by a court) may be made by the Association only as authorized in the specific case upon a determination that indemnification of the eligible person is proper under the circumstances because that person has met the applicable standard of conduct set forth in this Article. Such determination shall be made:

- a) by a majority vote of a quorum consisting of directors who at the time of the vote are not named defendants or respondents in the Proceeding;
- b) if such quorum cannot be obtained, by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all directors consisting solely of



two or more directors who at the time of the vote are not named defendants or respondents in the Proceeding; or

- c) by special legal counsel selected by the Board of Directors or a committee of the Board of Directors by vote as set forth in Section 3(a) or (b) of this Article, or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors who at the time of the vote are not named defendants or respondents in the Proceeding.

#### Section 5. Authorization of Payment.

- a) Authorization of indemnification and determination as to reasonableness of expenses will be made in the same manner as the determination that indemnification is permissible, except that if special legal counsel makes the latter determination, authorization of indemnification and determination as to reasonableness of expenses must be made:
  - i. by a majority vote of a quorum consisting of directors who at the time of the vote are not named defendants or respondents in the Proceeding;
  - ii. if such a quorum cannot be obtained, by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the Proceeding; or
  - iii. if such a committee cannot be established, by a majority vote of all directors who at the time of the vote are not named defendants or respondents in the Proceeding.
- b) Notwithstanding Section 5(a) of this Article, payment of expenses actually and reasonably incurred by any person as to whom indemnification is mandatory under Section 2 or 3(a) of this Article shall be deemed to be authorized provided that the standard of conduct necessary for indemnification under Section 3(a) of this Article is met.

#### Section 6. Advancement of Expenses.

- a) Expenses incurred by a current director, officer or Delegate of the Association in defending a Proceeding may be paid or reimbursed by the Association in advance of the final disposition of the Proceeding, without any of the authorizations or determinations specified in this Article, upon receipt of a written affirmation by the person of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under applicable law and a written undertaking by or on behalf of the person to repay such amount paid or reimbursed unless it ultimately is determined that he or she is entitled to be indemnified by the Association as authorized in this Article. The written undertaking must be an unlimited general obligation of the person but need not be secured and it may be accepted without reference to financial ability to make repayment.

- b) Provided that the written affirmation and undertaking described in Section 6(a) of this Article are received by the Association from a person to be paid or reimbursed for expenses incurred and as to whom indemnification is mandatory under Sections 2 or 3(a) of this Article, such payment or reimbursement shall be deemed to be authorized.

Section 7. Other Rights. The indemnification provided by these Bylaws may not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under the Constitution of the Association, these Bylaws, a resolution of directors, an agreement or otherwise both as to action in his or her Official Capacity and as to action in any other capacity, and shall continue as to such person after the termination of such capacity and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that any provision for the Association to indemnify or to advance expenses to a current or former director, officer, or Delegate of the Association whether contained in the Constitution of the Association, these Bylaws, a resolution of directors, an agreement or otherwise, except in accordance with Section 8 of this Article, is valid only to the extent it is consistent with the Code, as limited by the Constitution of the Association, if such a limitation exists.

Section 8. Insurance. The Association may purchase and maintain insurance on behalf of any person by reason of the fact that he or she is or was serving at the request of the Association as a director, officer, Delegate, employee or agent of the Association against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as a person, whether or not the Association would have the power to indemnify him or her against such liability under the Code.

Section 9. Other Arrangements. In addition to the powers described in Section 8 of this Article, the Association may purchase, maintain or enter into other arrangements on behalf of any person who is or was a director, officer, employee, or agent of the Association against any liability asserted against him or her and incurred by him or her in such capacity or arising out of his or her status as such a person, whether or not the Association would have the power to indemnify him or her against such liability under the Code. If the other arrangement is with a person or entity that is not regularly engaged in the business of providing insurance coverage, the arrangement may provide for payment of a liability (with respect to which the Association would not have the power to indemnify the person). Without limiting the power of the Association to procure or maintain any kind of arrangement, the Association may, for the benefit of persons described in this Section 8, (a) create a trust fund; (b) establish any form of self-insurance; (c) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Association; or (d) establish a letter of credit, guaranty, or surety arrangement.

Section 10. Other Provisions Applicable to Insurance and Other Arrangements. The insurance may be procured, maintained, or established with an insurer, or the other arrangement may be procured, maintained, or established within the Association or with any insurer or other person considered appropriate by the Board of Directors, regardless of whether all or part of the stock or other securities

of the insurer or other persons are owned in whole or part by the Association. In the absence of fraud, the judgment of the Board of Directors as to the terms and conditions of the insurance or other arrangement and the identity of the insurer or other person participating in an arrangement shall be conclusive and the insurance or other arrangement shall not be voidable and shall not subject the directors approving the insurance or other arrangement to liability, on any grounds, regardless of whether directors participating in the approval are beneficiaries of the insurance or other arrangement.

Section 11. Severability. In the event that any part or portion of this Article is judicially determined to be invalid or unenforceable, such determination shall not in any way affect the remaining portions of this Article, but the same shall be divisible and the remainder shall continue in full force and effect.

Section 12. Appearance as a Witness or Otherwise. Notwithstanding any other provision of this Article, the Association may pay or reimburse expenses incurred by a director, officer, or other person in connection with his or her appearance as a witness or other participation in a Proceeding at a time when he or she is not a named defendant or respondent in the Proceeding.

## **ARTICLE VII CONTRACTS, CHECKS, DEPOSITS, GIFTS, AND CONFLICTS OF INTEREST**

Section 1. Contracts. The Board of Directors may authorize any officer(s) or agent(s) of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, and Orders for Payment. All checks, drafts or orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer(s), employees or agent(s) of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. The authority of any such authorized officer or officers, employees or agents to sign checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association may be limited to amounts up to a specific dollar amount determined from time to time by the Board of Directors with amounts in excess of that amount requiring two authorized signatures or prior approval by the Board of Directors.

Section 3. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may from time to time direct or as shall be selected in accordance with procedures established by the Board of Directors.

Section 4. Gifts. The Association may accept contributions, gifts, bequests or devises to the Association in furtherance of the Association’s general purposes or for any special purpose permitted by the Code, the Constitution, or these Bylaws.

**ARTICLE VIII  
BOOKS AND RECORDS**

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors and shall keep at the registered or principal office a record of the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any director for any proper purpose at any reasonable time.

**ARTICLE IX  
NOTICES**

Section 1. Form of Notice. Whenever any notice whatsoever is required to be given under the provisions of these Bylaws to any director, officer or committee member and no provision is made as to how such notice shall be given, it shall not be construed to mean personal notice, but any such notice may be given in writing by mail (unless the address of the person entitled to such notice is located outside the United States of America), facsimile transmission, electronic mail or overnight delivery. Any notice required or permitted to be given by mail shall be deemed to have been given at the time notice is deposited, postage pre-paid, in the United States mail, addressed to the person entitled thereto at his or her post office address, as it appears on the books of the Association. Any notice required or permitted to be given by facsimile transmission or electronic mail shall be deemed to have been given at the time the notice is successfully transmitted to the person entitled thereto. Any notice required or permitted to be given by overnight delivery shall be deemed to have been given at the time notice is delivered to the overnight delivery courier service, fees prepaid, addressed to the person entitled thereto at his or her address, as it appears on the books of the Association.

Section 2. Waiver. Any waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

**ARTICLE X  
ACTION TO ENFORCE INTERLOCAL AGREEMENT**

Section 1. Action Permitted. The Interlocal Agreement (“Agreement”) allows any member of the public to bring legal action in an appropriate local court or through an arbitration process as set out in the

Agreement (any such legal action, an “Action”) to enforce the Agreement against any local government association or political subdivision of the state that is a party to the Agreement (each, a “Member”).

Section 2. Exhaustion of Remedies Required. Before bringing an Action to enforce the Agreement as set forth in the Agreement, a member of the public must first file a complaint with the Member and the Board of Directors. The complainant shall include all supporting documents in his or her possession when filing the complaint.

Section 3. Member’s Response. The Member shall investigate the allegations in the complaint as necessary and schedule a conference with the complainant to be held within ten days after receipt of the written complaint. The Member may set reasonable time limits for the conference. The Member may assign the appropriate representative(s) of the Member to investigate and confer with the complainant.

Section 4. Decision by Member. Absent extenuating circumstances, the Member shall provide the complainant with a written response within ten days following the conference. The written response shall set forth the basis of the Member’s decision. In reaching a decision, the Member may consider information provided at the conference and any other relevant documents or information the administrator believes will help resolve the complaint, including but not limited to documents submitted by the complainant with the complaint.

Section 5. Filing of Action. The complainant may bring an Action to enforce the Agreement against the Member as set forth in the version of the Agreement, posted on the Association’s website on the date of filing, if:

- a) the complainant did not receive the relief requested from the Member following the receipt of the written response;
- b) the Member did not set the conference timely as proscribed herein; or
- c) the Member did not provide a written response to the complainant timely as proscribed herein.

**ARTICLE XI**  
**MISCELLANEOUS PROVISIONS**

Section 1. Loans to Officers and Directors Prohibited. No loans shall be made by the Association to its officers or to its directors. Any directors voting for or assenting to the making of any loan to a director or officer which is prohibited by the Code, and any officer participating in the making thereof, shall be jointly and severally liable to the Association for the amount of such loan until repayment thereof.

Section 2. Compensation and Reimbursement of Expenses. The Board of Directors may determine to compensate any officer or individual, as an employee or as an independent contractor, in the form of or salary or otherwise, for his or her services to or on behalf of the Association. The Board of Directors may also determine to reimburse any officer or individual for reasonable expenses incurred or expected to be incurred by such officer or individual in connection with his or her services to the Association, in accordance with any such policy, if any, as may be adopted by the Board of Directors.

Section 3. Dividends Prohibited. No dividend shall be paid to, and no part of the income of the Association shall be distributed to, the directors or officers of the Association.

Section 4. Seal. The Board of Directors may in its discretion elect to have a corporate seal. If such an election is made, the seal of the Association shall be such as from time to time may be approved by the Board of Directors.

Section 5. Resignations. Any director or officer may resign at any time. Such resignations shall be made in writing and shall take effect at the time or upon the condition specified therein, or if no time or condition is specified at the time of its receipt by the Chairman of the Board. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 6. Meetings or Participation by Telephone or Other Remote Electronic Communications Technology. Subject to the provisions of applicable law and these Bylaws regarding notice of meetings, members of the Board of Directors, or members of any committee designated by the Board of Directors, may, unless otherwise restricted by statute, by the Constitution of the Association or by these Bylaws, participate in and hold a meeting of such Board of Directors or committee, as the case may be, by a telephone conference or similar electronic communications by means of which all persons participating in the meeting can hear each other, or by using any other suitable electronic communications system, including video conference technology. Participation in such a meeting pursuant to this section shall constitute presence for quorum purposes and presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 7. Discontinuance of Association. Upon the discontinuance of the Association by dissolution or otherwise, the Board of Directors of the Association shall, after paying or making provision for the payment of all of the liabilities of the Association and in a manner consistent with the Association's mission and purposes, dispose of the remaining assets of the Association exclusively for the authorized and lawful purposes of the Association.

Section 8. Offices. The Association may have offices at such places within and without the State of Texas, as the Board of Directors may determine from time to time or as the activities of the Association may require.

Section 9. Gender and Number Agreement. Whenever the masculine, feminine or neuter gender is used inappropriately in these Bylaws, these Bylaws shall be read as if the appropriate gender was used, and, unless the context otherwise requires, the singular shall include the plural, and vice versa.

Section 10. Invalid Provisions. If any part of these Bylaws shall be invalid or inoperative for any reason, the remaining parts, as far as is possible and reasonable, shall remain, valid and operative.

Section 11. Headings. The headings used in these Bylaws are for convenience only and do not constitute matter to be construed in the interpretation of these Bylaws.

**ARTICLE XII**  
**AMENDMENT OR REPEAL OF BYLAWS**

These Bylaws may be amended or repealed, and new bylaws may be adopted, by a majority vote of the full Board of Directors at any annual, regular or special meeting of the Board of Directors so long as notice of such proposed amendment, repeal or adoption is contained in the notice of the meeting.