

# CalSAWS BYLAWS - FOURTH AMENDED

## CALSAWS CONSORTIUM BYLAWS - FOURTH AMENDED

### I. NAME OF ORGANIZATION

The name of this organization is the CalSAWS Consortium (hereinafter alternately referred to as "Consortium").

### II. PURPOSE

These Bylaws are established to govern the meetings of the Board of Directors ("Board") and the Member Representatives of the Consortium, and for such other purposes as are necessary pursuant to the Second Amended and Restated Joint Exercise of Powers Agreement ("Agreement").

### III. REGIONS

The Members of the Consortium are organized into the following regions ("Regions"):

Region 1: Alameda, Contra Costa, Marin, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, and Sonoma.

Region 2: Alpine, Amador, Calaveras, El Dorado, Mono, Nevada, Placer, Sacramento, Sierra, Sutter, Tuolumne, Yolo, and Yuba.

Region 3: Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Mendocino, Modoc, Plumas, Shasta, Siskiyou, Tehama, and Trinity.

Region 4: Fresno, Inyo, Kern, Kings, Madera, Mariposa, Merced, San Joaquin, San Luis Obispo, Tulare, and Stanislaus.

Region 5: Imperial, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, and Ventura.

Region 6: Los Angeles County.

### IV. BOARD OF DIRECTORS

A. The functions of the Board and the procedures for appointing Directors are contained in the Agreement. Should a vacancy occur during an unfinished term, the affected Region shall, within ninety (90) calendar days, appoint a new Director to the Board to complete the term.

## CalSAWS BYLAWS - FOURTH AMENDED

### B. Meetings Of The Board

#### 1. **Regular Meetings.**

The Board shall hold at least one regular meeting each quarter of every year. The date and hour of the regular meetings shall be determined by the Secretary or as specified by the Board. Any addition to the number of meetings held each year shall be as specified by the Board. Meetings shall be held in accordance with Sections 2.05 (Meetings of the Board; the Member Representatives) and 2.07 (Quorum; Required Votes; Approvals) of the Agreement.

#### 2. **Meeting Location.**

Regular quarterly meetings of the Board shall be held at the project site located at 11290 Pyrites Way, Rancho Cordova, California, or within the boundaries of Sacramento County, or any Member county at a location determined by the Chair of the Board. Closed sessions shall be held at the same location unless the Chair of the Board designates another location. Additional meetings called by the Board, if any, may be held within the boundaries of any Member county.

#### 3. **Addressing The Board.**

Any member of the public may address the Board: (a) on an agenda item before or during the Board's consideration of the item, and (b) on any matter not on the agenda that is within the subject matter jurisdiction of the Board at the time provided on the agenda for public comment. The person wishing to address the Board may, when recognized by the Chair of the Board, announce his or her name and organization. The Chair shall, in the interest of facilitating the business of the Board, limit the amount of time which a member of the public may use in addressing the Board to five minutes on each action item, unless the Chair or a majority of the Board determines that a different time is appropriate. In addition, the Chair shall, in the interest of facilitating the business of the Board, limit the total amount of time which a member of the public may use in addressing the Board on all agenda items to ten minutes, unless the Chair, or a majority of the Board, determines that a different limit is appropriate.

#### 4. **Disruptive Conduct – Removal From Room.**

In the event any meeting of the Board is willfully disrupted by a person or by a group or groups of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of persons willfully disrupting the meeting to leave the meeting or be removed from the meeting.

## CalSAWS BYLAWS - FOURTH AMENDED

Disruptive conduct includes, but is not limited to, addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the floor when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner.

### **5. Waiver Of Rules.**

The Chair of the Board may waive any rule contained in this section not required by law.

### **6. Open Meetings.**

All meetings of the Board shall be open and public in accordance with the provisions of the Ralph M. Brown Act ("Brown Act") (Section 54950 et seq. of the California Government Code), and all persons shall be permitted to attend any meeting of the Board, except as otherwise provided herein or by operation of law.

### **7. Closed Sessions.**

The Board may hold closed sessions as provided by law. All information received by a Director or Alternate Board Director in closed session related to information presented to the Consortium shall be confidential. However, the Director or Alternate Board Director may disclose information obtained in a closed session that has direct financial or liability implications for the Member that the Director or Alternate Board Director represents, to the following individuals:

- A. Legal counsel of that Member for purposes of obtaining advice on whether the matter has direct financial or liability implications for that Member.
- B. Other members of the legislative body of the Member present in a closed session for that Member.

### **8. Adjourned Meetings.**

The Board may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn. If all members are absent from any regular or adjourned regular meeting, the Secretary to the Board may declare the meeting adjourned to a stated time and place, and the Secretary shall cause a written notice of the adjournment to be given in the same manner as provided herein for special meetings, unless such notice is waived as provided for special meetings. A copy of the order or notice of adjournment

## CalSAWS BYLAWS - FOURTH AMENDED

shall be conspicuously posted on or near the door of the room or placed where the regular, adjourned regular, special, or adjourned special meeting was held within twenty-four (24) hours after the time of the adjournment. When a regular or adjourned regular meeting is adjourned as provided herein, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings.

### **9. Special Meetings.**

A special meeting may be called at any time by the Chair of the Board, or by a majority of the members of the Board, by delivering personally or by mail or electronically written notice to each member of the Board. Such notice shall be received at least twenty-four (24) hours before the time of the meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. The Board shall consider no other business at such meetings. The written notice may be dispensed with as to any member of the Board who at, or prior to, the time the meeting convenes files with the Secretary to the Board a written waiver of notice. The written notice may also be dispensed with as to any member of the Board who was actually present at the meeting at the time it convenes. The call and notice of the special meeting shall be posted at least twenty-four (24) hours prior to the meeting in a location that is freely accessible to members of the public.

### **10. Teleconference Meetings.**

A meeting may be conducted by teleconference at the discretion of the Chair of the Board. All teleconference meetings shall comply with Government Code section 54953(b). A quorum of the Directors must participate in the teleconference meeting from counties in which the Consortium operates. All votes taken during a teleconference meeting must be conducted by roll call. All teleconference locations shall be accessible to the public, including those with disabilities, during the meeting. A meeting agenda shall be posted at each teleconference location.

### **11. Quorum; Required Votes; Approvals.**

Meetings, including teleconference meetings, shall comply with the quorum and voting requirements as set forth in Section 2.07 (Quorum; Required Votes; Approvals) of the Agreement.

## CalSAWS BYLAWS - FOURTH AMENDED

### 12. Appointment of Alternate Board Directors.

As provided for in Section 2.04(c) (Board of Directors) of the Agreement, each Director may appoint Alternate Board Director(s). Alternate Board Directors may act in their Director's absence and shall exercise all rights and privileges of a Director. In order to appoint an Alternate Board Director, each Director shall provide the Secretary to the Board with written notice identifying the specified Alternate Board Director authorized to act on behalf of the Director during his or her term. In the event a designated Alternate Board Director needs to be changed, written notice will be provided by the Director to the Secretary to the Board prior to the new Alternate Board Director's participation at any meeting.

## V. MEETINGS OF THE MEMBER REPRESENTATIVES

A. The functions of the Member Representatives and the procedures for designating Member Representatives are contained in the Agreement.

### B. Meetings Of The Member Representatives

#### 1. Regular Meetings.

The Member Representatives shall hold at least two regular meetings each year. The date and hour of the regular meetings shall be determined by the Secretary or as specified by the Member Representatives. Any addition to the number of meetings held each year shall be as specified by the Member Representatives. Meetings shall be held in accordance with Sections 2.05 (Meetings of the Board; the Member Representatives) and 2.07 (Quorum; Required Votes; Approvals) of the Agreement.

#### 2. Meeting Location.

Regular meetings of the Member Representatives shall be held within the boundaries of Sacramento County or any Member county at a location determined by the Secretary or as specified by the Member Representatives.

#### 3. Meeting Procedures.

Meetings of the Member Representatives shall be conducted in the same manner as set forth for the Board.

## CalSAWS BYLAWS - FOURTH AMENDED

### VI. OFFICERS

#### A. Chair And Vice-Chair

A Chair and a Vice-Chair shall be elected pursuant to the procedures set forth in Section 3.01 (Chair and Vice-Chair) of the Agreement. The Chair of the Board shall preserve order and decorum and shall decide questions of order subject to appeal to the Board for Board meetings and to the Member Representatives for Member Representative meetings. In the Chair's absence, the Vice-Chair shall act as Chair for Board meetings and Member Representative meetings. All documents approved by the Board which require a signature shall be signed by the Chair, or in his/her absence the Vice-Chair. The Chair shall approve agenda items before the items are placed on the agenda for Board and Member Representative meetings, or in his/her absence, the Vice-Chair shall perform this function.

#### B. Secretary

The Consortium Executive Director shall act as Secretary to the Board, shall countersign all contracts signed by the Chair or Vice-Chair on behalf of the Consortium, and shall prepare the following:

- An agenda for each regular and special meeting of the Board, and of the Member Representatives. The agenda shall contain a brief general description of each item of business to be transacted or discussed at the meeting. The agenda shall specify the time and location of the meeting and shall be posted at least seventy-two (72) hours before any regular meeting and twenty-four (24) hours before any special meeting in a location that is freely accessible to members of the public.
- Official minutes of each regular and special meeting indicating attendance and recording actions taken at each meeting. The minutes for each meeting shall be distributed to each Member Representative and filed with the official records of the Consortium.

### VII. QUESTIONS OF LAW

The legal advisor and counsel to the Consortium is selected by the Board. All contracts and contract amendments shall be referred to the Consortium's Legal Counsel for approval as to form.

### VIII. SUBCOMMITTEES

All meetings of the Subcommittees, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the provisions of the Brown Act (Section 54950 et seq. of the California Government Code).

## CalSAWS BYLAWS - FOURTH AMENDED

### A. Project Steering Committee

Each Region will nominate one or more candidates from among its Deputy Directors, or small county equivalents, to serve on the Project Steering Committee. This person must be at an executive level within the county (second-in-command), who has immediate access to the County Welfare Director, or Children and Family Services Director, if applicable, and is empowered to make executive level decisions. Regions 1 and 4 will each appoint two (2) Project Steering Committee members, Regions 2 and 3 will each appoint one (1) Project Steering Committee member, and Regions 5 and 6 will each appoint three (3) Project Steering Committee members to the Project Steering Committee following a majority vote by the Member Representatives for each Region comprised of more than one county, who are present at a meeting of the Member Representatives held pursuant to Section 2.07 (Quorum; Required Votes; Approvals) of the Agreement. No person shall be elected to serve on the Project Steering Committee unless he or she accepts the nomination from his or her Region. Committee members shall serve for one (1) year terms running concurrently with the Consortium's Fiscal Year. Should a vacancy occur during an unfinished term, the Region so affected shall, within ninety (90) days, appoint a new Project Steering Committee member to complete the term.

The Project Steering Committee shall be co-chaired. The Co-Chairs shall be elected from among the Project Steering Committee members annually in May, and serve for one (1) year terms running concurrently with the Consortium's Fiscal Year.

In addition to any duties assigned by the Board, the Project Steering Committee shall meet with the Consortium's Executive Director and Consortium staff for Consortium status updates, to review and resolve outstanding Consortium issues and to provide feedback and insight regarding the direction of the Consortium. The Project Steering Committee shall also coordinate and communicate with the Members to ensure work products reflect a consolidated business approach, represent Member views in policy discussions that impact business practices, and serve as advisors and oversight for Consortium staff. The Project Steering Committee shall follow the quorum and voting requirements for the Board set forth in Section 2.07 (Quorum; Required Votes; Approvals) of the Agreement.

1. Project Steering Committee members, or their designees, shall appoint personnel from their respective Regions to serve on project committees. There shall be up to three (3) people per Region appointed to each committee, unless otherwise deemed necessary by the Project Steering Committee, except Region 6 may appoint up to four (4) people to participate on these committees.

## CalSAWS BYLAWS - FOURTH AMENDED

2. Project Steering Committee members, or their designees, shall recruit personnel from their respective Regions to serve on workgroups, which are established from time to time to address specific Consortium and system(s)-related initiatives. These workgroups are time-limited and disbanded at the completion of the initiative. The number of personnel and type of skill set required shall be determined by the Project Steering Committee members, or their designees, for each Region.
3. Committee Attendance. All Project Steering Committee members are expected to attend meetings. Committee member absences will be noted in the minutes. If a committee member who has been duly notified of committee meetings misses three (3) meetings within a one-(1) year period, the committee member shall be contacted formally and in writing requesting a written response of the member's ability to continue participation in the committee. If a written response acceptable to the committee is not received within thirty (30) calendar days, then the committee member may be asked to resign for cause.

For instances in which a committee member's absence is planned, the Project Steering Committee member from their respective Region, or their designee, may recruit a temporary committee replacement.

### **B. System Subcommittees**

#### **1. General**

- a. In recognition that each system (WCDS, C-IV, and LRS) will need to continue to be modified in order to comply with federal and state policy changes, as well as to meet the functional needs of counties in delivering these programs and services, three System Subcommittees are established. These Subcommittees will meet on an as-needed basis and will operate under the following general guidance: (1) system modifications should not adversely impact the collective efforts to migrate to a single system; and (2) prioritization of modifications to individual systems should ensure the timely implementation of federal and state policy changes to maintain alignment of system functionality to the greatest extent possible. Modifications that are not urgently required should be handled through contacts with Consortium staff and the ordinary committee and work group process established by the Consortium.
- b. Notice of meetings of the System Subcommittees shall be provided to all Member Representatives, together with a copy



## CalSAWS BYLAWS - FOURTH AMENDED

of the agenda for the meeting, at least seventy-two (72) hours prior to the meeting of the System Subcommittee.

- c. The System Subcommittee Co-Chairs/LADPSS shall notify the Consortium's Secretary of decisions made by their Subcommittees. If the Secretary believes a decision either (1) conflicts with priorities established by the Project Steering Committee or another System Subcommittee; or (2) could materially adversely impact the design, development or implementation of the single statewide automated system, the Secretary shall work with the Co-Chairs of the affected System Subcommittee(s)/LADPSS to address these concerns. The decision may be referred to the Project Steering Committee for a recommendation, and if a mutually acceptable solution cannot be found, the decision may be referred to the Board for final action.

### **2. Welfare Client Data Systems ("WCDS") Subcommittee**

- a. Each Member of the Consortium that is a user of the Welfare Client Data Systems ("WCDS") shall be represented by its Welfare Director, or his/her designee as stated in writing by that Welfare Director, on the WCDS Subcommittee. A Member's participation in the WCDS Subcommittee shall automatically terminate when the Member is no longer a user of the WCDS, and the WCDS Subcommittee shall continue on with the remaining users of the WCDS, if applicable. The provisions of this Section VIII.B.2 (WCDS Subcommittee) shall automatically sunset when there are no longer any users of the WCDS.

- b. The WCDS Subcommittee shall be co-chaired. The Co-Chairs shall be elected from among the WCDS Subcommittee members annually by a majority vote of the WCDS Subcommittee members who are present at a meeting of the Member Representatives held pursuant to Section 2.07 of the Agreement, and serve for one (1) year terms running concurrently with the Consortium's Fiscal Year. The WCDS Subcommittee shall convene periodically to review all matters related to the WCDS, as determined by the Co-Chairs, or upon the request of any WCDS Subcommittee member. The affirmative vote of a simple majority (more than one-half) of the WCDS Subcommittee members present at a WCDS Subcommittee meeting shall be required to take any action by the WCDS Subcommittee. Subject to the provisions of Subsection VIII.B.1.c, the Board will take affirmative action to implement urgent fixes, changes, and prioritization of changes to the WCDS as recommended by the WCDS Subcommittee and paid

## CalSAWS BYLAWS - FOURTH AMENDED

for from WCDS maintenance and operations hours or wholly paid for by the affected WCDS county(ies); provided, however, that the Board retains discretion concerning any decision if the Board determines the decision could materially adversely impact the design, development or implementation of the single statewide automated system.

- c. The WCDS Subcommittee Co-Chairs shall meet with the Consortium's Executive Director and Consortium staff for Consortium status updates, to review and resolve outstanding Consortium and WCDS Subcommittee issues and to provide feedback and insight regarding the direction of the Consortium.

### 3. C-IV Subcommittee

- a. Each Member of the Consortium that is a user of the C-IV System shall be represented by its Welfare Director, or his/her designee as stated in writing by that Welfare Director, on the C-IV Subcommittee. A Member's participation in the C-IV Subcommittee shall automatically terminate when the Member is no longer a user of the C-IV System, and the C-IV Subcommittee shall continue on with the remaining users of the C-IV System, if applicable. The provisions of this Section VIII.B.3 (C-IV Subcommittee) shall automatically sunset when there are no longer any users of the C-IV System.

- b. The C-IV Subcommittee shall be co-chaired. The Co-Chairs shall be elected from among the C-IV Subcommittee members annually by a majority vote of the C-IV Subcommittee members who are present at a meeting of the Member Representatives held pursuant to Section 2.07 of the Agreement, and serve for one (1) year terms running concurrently with the Consortium's Fiscal Year. The C-IV Subcommittee shall convene periodically to review all matters related to the C-IV, as determined by the Co-Chairs, or upon the request of any C-IV Subcommittee member. The affirmative vote of a simple majority (more than one-half) of the C-IV Subcommittee members present at a C-IV Subcommittee meeting shall be required to take any action by the C-IV Subcommittee. Subject to the provisions of Subsection VIII.B.1.c, the Board will take affirmative action to implement urgent fixes, changes, and prioritization of changes to the C-IV System as recommended by the C-IV Subcommittee and paid for from C-IV maintenance and operation hours or paid for wholly by the affected C-IV county(ies); provided, however, that the Board retains discretion concerning any decision if the Board determines the decision could materially adversely

## CalSAWS BYLAWS - FOURTH AMENDED

impact the design, development or implementation of the single statewide automated system.

- c. The C-IV Subcommittee Co-Chairs shall meet with the Consortium's Executive Director and Consortium staff for Consortium status updates, to review and resolve outstanding Consortium and C-IV Subcommittee issues and to provide feedback and insight regarding the direction of the Consortium.

### 4. Leader Replacement System ("LRS") Subcommittee

- a. Until all thirty-nine (39) C-IV Members are using the Leader Replacement System ("LRS"), Los Angeles County's Director of Public Social Services ("LADPSS"), or his/her designee as stated in writing by the LADPSS, shall function as the LRS Subcommittee. Because these functions will be carried out by a single individual neither the requirements of the Brown Act nor Section VII.B.1.b shall apply, but the LADPSS shall provide timely notice of his/her decisions to Members. The provisions of this Section VIII.B.4 (LRS Subcommittee) shall automatically sunset when all thirty-nine (39) Members using the C-IV System are using the LRS.

- b. The LADPSS may review urgent fixes, changes, and prioritization of changes, to the LRS, which are significant in nature, to include those needed to avoid or mitigate: (1) potential or pending litigation, (2) negative financial impacts to Region 6, or (3) potential damages, penalties or fines that may be imposed by courts or regulatory/oversight agencies and departments. Region 6's business and operational requirements that may be directed or mandated by the State of California and/or federal agencies, shall also be considered and given priority when making changes to the LRS. Subject to the provisions of Subsection VIII.B.1.c, the Board will take affirmative action to implement urgent fixes, changes, and prioritization of changes to the LRS approved by the LRS Subcommittee and paid from LRS modification and enhancement hours or wholly paid for by LA County; provided, however, that the Board retains discretion concerning any decision if the Board determines the decision could materially adversely impact the design, development or implementation of the single statewide automated system.

- c. The LADPSS shall meet with the Consortium's Executive Director and Consortium staff for Consortium status updates, to review and resolve outstanding Consortium and LRS

## CalSAWS BYLAWS - FOURTH AMENDED

Subcommittee issues and to provide feedback and insight regarding the direction of the Consortium.

### IX. BUDGET AND FISCAL REPORT

#### A. Annual Budget

The Board shall adopt an annual budget for each Fiscal Year, which shall first be provided to each Member Representative. The Consortium Executive Director shall oversee the preparation of the budget.

#### B. Annual Operational And Fiscal Reports

The Board shall cause an annual operational report and annual fiscal report to be prepared and provided to each Member Representative.

### X. CONSTRUCTION AND AMENDMENT OF BYLAWS

#### A. Bylaw Provisions Contrary To Or Inconsistent with Provisions Of Law

Any provision of these bylaws that is contrary to or inconsistent with any applicable provision of law, shall not apply as long as the provision of law remains in effect, but this result shall not affect the validity or applicability of any other portion of these bylaws.

#### B. Amending Bylaws

Bylaws may be adopted, amended or repealed by the Board, with the concurrence of the Member Representatives, in accordance with the voting provisions of Section 2.08 (Bylaws) of the Agreement.

#### C. Definitions

The proper terms, for example, "Member," used in this document, shall have the same meaning as in the Agreement.

#### D. Receipt of Confidential Information

Member Representatives and individuals duly appointed to Subcommittees and ad hoc committees of the Consortium may, from time to time, receive confidential information related to a Member of the Consortium. Such information shall be kept confidential, and any confidential writings shall be exempt from disclosure in accordance with Government Code section 6254.5(e).

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**CERTIFICATE OF SECRETARY**

**CalSAWS BYLAWS - FOURTH AMENDED**

I certify that I am the duly appointed Secretary to the Board of Directors of the CalSAWS Consortium (Consortium) and that the above bylaws, consisting of (12) pages, including this page, are the bylaws of this body as amended by the Board, with concurrence of the Member Representatives, on\_\_\_\_\_.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
*Consortium Executive Director & Secretary to the Board*

DRAFT