

## **BYLAWS**

### **Article I. Name**

**Section 1.** The name of the organization will be the Southern California Coastal and Ocean Observations System, henceforth referred to as SCCOOS.

### **Article II. Mission**

The mission of the organization is:

**Section 1.** SCCOOS brings together coastal observations along the Southern California Bight to provide information necessary to address issues in coastal water quality, marine life resources, and coastal hazards. Working interactively with local, state and federal agencies, resource managers, policy makers, educators, scientists and the general public, SCCOOS will improve our understanding and delivery of coastal observations, and will allow us to better manage our coastal ocean environment.

### **Article III. Objectives**

**Section 1.** The SCCOOS objective is to provide accessible data to resource managers and the public. Generally SCCOOS data will be open to all interested parties and available on the Internet at no cost.

### **Article IV. Consortium**

**Section 1.** A Memorandum of Understanding (MOU) having ‘the express aim of providing integrated coastal observations within Southern California Bight of California’, henceforth referred to as the SCCOOS MOU, shall define the consortium members.

**Section 2.** A change of the consortium members shall be documented by an amendment to the SCCOOS MOU or a superceding SCCOOS MOU.

**Section 3.** While not incorporated, consortium members will have authority and responsibility over SCCOOS functions, officers, goals and purposes to assure its success and longevity much like corporate directors are responsible for a corporation’s success. This authority is limited by individual institutional rules and regulations.

**Section 4.** Consortium members will collaborate to pursue the interests of SCCOOS through contracts, grants, task orders, or other mutual agreements between consortium members’ home organizations. Terms, liability and management structures will be defined by written agreement.

**Section 5.** Consortium members shall represent generally, the interests, activities and mission of SCCOOS to the extent that they don't conflict with their home organization's rules and regulations.

**Section 6.** Consortium members may separate from SCCOOS if deemed desirable or may be removed by unanimous vote of the remaining consortium members. The action will be memorialized by an amendment to the SCCOOS MOU.

#### **Article V. Consortium Structure**

**Section 1.** The signatories to the SCCOOS MOU, referred to therein as Senior Representatives, shall constitute the Board of Governors (BOG).

**Section 2.** The BOG shall create positions, elect officers and fill advisory seats as it deems necessary. These shall include the Chairman of the Board of Governors, Board Executive Council (BEC), Executive Steering Committee (ESC), and Strategic Advisory Committee (SAC).

**Section 3.** The BOG shall appoint a Chairman to serve as the BOG representative, spokesperson and SCCOOS signatory.

**Section 4.** With the advice of the BEC and ESC, the BOG shall make all corporate-like decisions concerning management and operation with commitment to the SCCOOS' mission and longevity.

**Section 5.** With the advice of the BEC and ESC, the BOG shall resolve any conflict arising from contract, agreement, or other between consortium members or its representatives. The BOG will commit due consideration to assuring and continuing balanced representation by the entire BOG.

#### **Article VI. Elected Officers**

**Section 1.** The BOG shall elect representatives to the BEC to act in the interests of the BOG in circumstances where actions are time-sensitive and not otherwise included by the bylaws. In these circumstances, the BEC has discretion to handle the matter or to turn the matter over to the BOG at the next special or regular meeting. BEC actions will be posted on the SCCOOS web site and reviewed at the next meeting of the BOG.

**Section 2.** The BOG shall elect SCCOOS Management Office Personnel to perform day-to-day program management of SCCOOS and act as the general manager for all grant and technical matters.

**Section 3.** The BOG shall elect five (5) persons for the ESC to advise the BOG on technical matters and strategic planning. In carrying out its mandate, the ESC will work closely with the COO.

## **Article VII. External Advisory Seats**

**Section 1.** The BOG shall select the members to serve on the SAC to provide the ESC and BOG with insight and perspective on technical, market, legislative and political matters affecting SCCOOS.

**Section 2.** SAC members may be representatives from state and federal bodies, metropolitan working groups, private industry leaders, and non-governmental organizations/special interest groups. The SAC is intended to provide a means for funding agencies, federal and state stakeholders, and industry to a) provide guidance and comments to existing SCCOOS operations and b) participate in strategic planning efforts. The SAC is not intended to participate in the management and operation of the observing system and shall not have decision-making authority regarding SCCOOS operations unless specified within the contract/grant terms of a funded SCCOOS activity. The SAC shall be encouraged to communicate and interact with the BOG, BEC, and ESC and serve as an outside source of information and reference that links SCCOOS with the broad stakeholder interests and knowledge within the region.

**Section 3.** Candidates for the SAC shall be nominated by the ESC and selected by the BOG.

**Section 4.** Seats on the SAC are filled voluntarily, are not subject to a term, and may be relinquished at any time.

**Section 5.** An open seat on the SAC shall be filled by a new selection by the BOG.

**Section 6.** The SAC is invited to share perspectives, mission objectives, regional priorities, strategies and design ideas for all aspects of the ocean observing system to promote cohesion of all regional stakeholders' needs and to promote a unified system at both the regional and national levels.

**Section 7.** The SAC may participate in SCCOOS *ad hoc* and standing committees to ensure effective communication.

## **Article VIII. Voting**

**Section 1.** Members of the BOG shall be entitled to representation and vote at all regular and special meetings. No individual member shall cast more than one vote.

**Section 2.** A quorum shall be 60% of the total number of members.

**Section 3.** A three-quarters vote of a quorum is required to elect an individual, to pass a resolution, or to amend the SCCOOS MOU.

**Section 4.** Officers may appoint a proxy for purposes of voting and meeting attendance. Officers may appoint a proxy in writing, filed with the Chairman of the BOG, 24 hours in

advance of the meeting.

#### **Article IX. Terms of Service**

**Section 1.** The BOG, BEC and ESC shall serve without compensation.

**Section 2.** The term of the BOG shall be served on a voluntary basis but appointments will be the responsibility of the member institutions.

**Section 3.** If a vacancy occurs, among the BEC, ESC, or Chief Operating Officer, it shall be filled by the BOG at a special meeting called for that purpose, or at any regular meeting of the BOG. Voting shall occur in accordance with Article VIII.

**Section 4.** The term of the BEC and ESC shall be four (4) years, served on a voluntary basis and may be terminated upon 60-day notice. The first terms of the BEC and ESC commenced in November 2003. The SAC commenced in February 2006.

**Section 5.** Consecutive terms are permitted.

#### **Article X. Financial Matters**

**Section 1.** Grants and contracts for core SCCOOS programs shall be administered by Scripps Institution of Oceanography.

**Section 2.** The ESC shall determine the distribution of funds in the fairest manner possible and in accordance with the SCCOOS mission subject to performance standards established by the ESC and approved by the BOG.

**Section 3.** Funding distribution among its members and partners shall be determined by a majority vote of the entire ESC.

**Section 4.** The Chief Operating Officer, or designated SCCOOS administrators, will be responsible for notifying members and partners of funding, contract and technical matters.

**Section 5.** Donations or funding received by any of the member institutions to pursue specifically the SCCOOS mission shall disclose to the BOG existence of such donations or funding.

#### **Article XI. SCCOOS Programs Integration**

**Section 1.** SCCOOS integrated programs are programs administered by other organizations, having at least one objective in common with the SCCOOS mission, and working collaboratively with the SCCOOS consortium.

**Section 2.** Programs may be acknowledged and identified as a SCCOOS integrated program only with the written recommendation of the ESC to the BOG.

**Section 3.** SCCOOS integrated programs shall be considered in-kind funding for purposes of SCCOOS marketing, funding and business development.

**Section 4.** Data and data products shall be accessible to the public through the SCCOOS website without a fee in a timely manner.

## **Article XII. Strategic Business Plan**

**Section 1.** SCCOOS shall develop and maintain a Strategic Business Plan.

**Section 2.** The Strategic Business Plan provides a definition of SCCOOS, its existing and future customer and consumer base, and an outline of its operations. The Strategic Business Plan will serve as the organization's road map and will provide guidance in establishing annual goals, developing markets, and pursuing new funded opportunities. It will also serve as a measure of how far SCCOOS has progressed towards achieving its strategic goals, and to recognize where the organization may need to adjust approaches or directions to achieve better results.

**Section 3.** The BOG and ESC will seek guidance from the SAC and other stakeholders in the development of the Strategic Business Plan.

**Section 4.** The Strategic Business Plan is intended to be a living document, to be updated at least once every three years. The implementation will be reviewed and discussed at each annual BOG meeting.

## **Article XIII. Meetings**

**Section 1.** Meeting minutes will be recorded and made available to the public.

**Section 2.** The BOG, BEC, ESC, and SAC shall each hold a meeting at least annually.

**Section 3.** Committees, interested persons and stakeholders will be invited to attend at least one annual BOG meeting. Additional or special meetings held by the BOG may be held privately but remain subject to Article IX, Section 1.

**Section 4.** Votes and resolutions may be proposed and adopted electronically with participation of a quorum and three-quarters positive vote. Voters shall be given two weeks in which to respond. Lack of response shall be counted as an abstention.

**Article XIV. Order of Business**

**Section 1.** Roberts Rules of Order shall guide proceedings at all meetings not otherwise provided for in these Bylaws.

**Section 2.** SCCOOS shall maintain an interactive website for disseminating information, news and data. Effective means for providing comments will be made available on the interactive website.

**Article XV. Amendments**

**Section 1.** Amendments to these Bylaws must be approved by the three-quarters vote of a quorum.

**Section 2.** Amendments shall be recorded here. Amendments (Date, Article, Section) are as follows:

**January 2009**

Article V, Section 2:

“Senior Advisory Board” changed to “Strategic Advisory Committee.”  
“Chief Operating Officer” deleted.

Article VI, Section 1:

“four (4) persons for” changed to “representatives to”

Article VI, Section 2:

“elect a COO” changed to “approve SCCOOS Program Office management personnel”

Article VI, Section 3:

“five persons for the” changed to “representatives to”

“the COO” changed to “SCCOOS Program Office management”

Article IX, Section 3:

Changed “BEC, ESC or Chief Operating Officer” to “BEC or ESC”

Article X, Section 4:

ChChanged “Chief Operating Officer” to “SCCOOS Program Office”