

## BY-LAWS

### ARTICLE I

**Section 1.** The name of the organization is the Southern California Coastal Ocean Observing System, henceforth referred to as SCCOOS.

**Section 2.** The mission of SCCOOS is to produce, integrate and communicate high quality information that helps ensure safety, economic and environmental resilience, and sustainable use of the coastal ocean.

**Section 3.** The SCCOOS region extends from Morro Bay, CA in the north to Ensenada, Mexico in the south.

**Section 4.** SCCOOS provides the observations and scientific information to better understand and manage the changing conditions of the Southern California Bight. SCCOOS works interactively with local, state, federal, and tribal governments, resource managers, policy makers, educators, scientists, and the general public. The SCCOOS focus areas are aligned with U.S. Integrated Ocean Observing System (IOOS) priorities: 1) marine operations, 2) coastal hazards, 3) climate variability and change, and 4) ecosystems, fisheries and water quality.

**Section 5.** All liability and accountability for SCCOOS employees and volunteers are covered through their host institution/agency.

### ARTICLE II

#### **Consortium - Memorandum of Understanding (MOU) Signatories**

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

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

**Section 3. Consortium Duties** While not incorporated, consortium members will participate in the decision-making process for SCCOOS functions, 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 or agency rules and regulations. Consortium members will collaborate to pursue the interests of SCCOOS through contracts, grants, task orders, or other mutual agreements.

**Section 4. Removal from Office** 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 III

#### **Board of Governors (BOG)**

**Section 1. Structure** The signatories to the SCCOOS MOU, referred to there in as Senior Representatives, or their appointed representatives, shall constitute the foundation of the Board of Governors (BOG).

- a. The BOG shall create positions, elect officers, and fill advisory seats as it deems necessary, including the Chair of the Board of Governors, Board Executive Committee (BEC), and Executive Steering Committee (ESC).
- b. The BOG shall appoint a Chair who will serve as the BOG representative, spokesperson, and SCCOOS signatory.
- c. With the advice of the ESC, the BOG shall make all corporate-like decisions concerning management and operations with commitment to the SCCOOS mission and its longevity.
- d. With the advice of the 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.
- e. Geographic diversity is assured by the consortium members, which include members spanning across the entire SCCOOS region.
- f. In addition to the MOU original signatories, Senior Management members are added to the BOG to assure that the four focus areas are addressed by member diversity, choosing at least one BOG member for each focus area.

#### **Section 2. Voting**

- a. New consortium members and new BOG members shall be added by a unanimous vote of the BOG.
- b. 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.
- c. A quorum shall be 60% of the total number of members.
- d. A three-quarters vote of a quorum is required to elect an individual, to pass a resolution, or to amend the SCCOOS MOU.
- e. BOG members may appoint a proxy for purposes of voting and meeting attendance.

**Section 3. Conflict of Interest** Members of the BOG shall represent generally, the interests, activities, and mission of SCCOOS to the extent that they do not conflict with rules and regulations of their home organizations. BOG members must disclose and recuse themselves from voting upon budget matters under the following circumstances:

- a. If the vote would have a significant and predictable effect on the member's financial interest;

- b. If the member and a member’s direct family member have a conflict of interest;
- c. If the member represents a funding entity with a financial connection to the budget matter being voted upon.

**Section 4. Elected Representatives Board Executive Committee (BEC)** 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 By-Laws. 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.

**Section 5. Personnel Management** The BOG shall be notified of any changes to upper management staff personnel, including the management of grant and technical matters.

**Section 6. Meetings**

- a. BOG meeting minutes will be made available to the public.
- b. Committees, interested persons and stakeholders will be invited to attend BOG meetings. Additional or special meetings held by the BOG may be held privately but remain subject to the Terms of Service (ARTICLE V.)
- c. Votes and resolutions may be proposed and adopted electronically with participation of a quorum and three-quarters positive vote. Voters shall be given an appropriate time in which to respond. Lack of response shall be counted as an abstention.

**ARTICLE IV**

**Executive Steering Committee (ESC)**

**Section 1. Election** The BOG shall elect the ESC to advise the BOG on technical matters and strategic planning.

**Section 2. Funding** 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. Funding distribution among its members and partners shall be determined by a majority vote of the entire ESC.

**Section 3. Conflict of interest** Members of the ESC shall act in accordance with Article 3, Section 3 with respect to conflicts of interest.

**ARTICLE V**

**Terms of Service**

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

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

**Section 3. Term** The term of the BEC and ESC shall be four 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. Consecutive terms for the BOG, BEC, and ESC are permitted.

## ARTICLE VI

### **Joint Strategic Advisory Committee (JSAC)**

**Section 1. Structure** The Joint Strategic Advisory Committee (JSAC), comprised of statewide members from both SCCOOS and the Central and Northern California Ocean Observing System (CeNCOOS), will provide the ESC and BOG with insight and user perspective on technical, market, legislative, and political matters affecting SCCOOS. The JSAC provides a mechanism for SCCOOS to broaden its expertise within the four IOOS focus areas.

- a. In conjunction with CeNCOOS, the JSAC members are appointed by the SCCOOS Senior Management.
- b. JSAC members may be representatives from state, federal and tribal government, industry, non-governmental organizations, other regional ocean observing systems, or special interest groups.
- c. The JSAC is intended to provide a means for funding agencies, federal and state stakeholders, and industry to a.) Guide and comment on existing SCCOOS operations and b.) Participate in strategic planning efforts. The JSAC 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 terms of a funded SCCOOS activity.
- d. JSAC members, CeNCOOS, and SCCOOS will have an annual in-person meeting. Biannually, a joint teleconference with the JSAC, CeNCOOS and SCCOOS will be held. Depending on the JSAC member's role and area of expertise, various forms of informal communication will occur throughout the year.
- e. Seats on the JSAC are filled voluntarily and may be relinquished at any time.
- f. The JSAC 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. The JSAC 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.

- g. The JSAC may participate in SCCOOS ad hoc and standing committees to ensure effective communication.

## **ARTICLE VII**

### **SCCOOS Program Office**

**Section 1. Structure** Included in the staff structure of SCCOOS are the Executive Director, the Technical Director and supporting programmatic, administrative and data management staff.

**Section 2. Financial Matters** Grants and contracts for core SCCOOS programs shall be administered by the Scripps Institution of Oceanography, University of California, San Diego.

- a. The SCCOOS Executive Director, Technical Director and ESC Chair will be responsible for notifying members and partners of funding, contract, and technical matters.
- b. Donations or funding received by any of the member institutions to pursue specifically the SCCOOS mission shall be disclosed to the BOG.

**Section 3. SCCOOS Program Integration** 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.

- a. SCCOOS integrated programs shall be considered in-kind funding for purposes of SCCOOS marketing, funding, and business development.
- b. SCCOOS data will be open to all interested parties and publicly available at no cost. SCCOOS news, data, and informational products shall be accessible to the public through the SCCOOS website without a fee in a timely manner. An effective means for providing comments will be available.

**Section 4. Strategic Operational Plan and Operational Plan** SCCOOS has developed and will maintain a Strategic Operational Plan, which defines long-term objectives and goals. SCCOOS has also developed an Operational Plan, which defines the tasks and work plan to obtain short term objectives and goals. These are intended to be living documents.

- a. The *Strategic Operational Plan* provides an overview of SCCOOS, its existing and future customer and consumer base, and an outline of its operations. The Strategic Operational Plan serves as the organization's road map and provides guidance in establishing annual goals, developing markets, and pursuing new funding opportunities. It also serves as a performance metric for SCCOOS goals, and to

recognize where the organization may need to adjust approaches or directions in the future. The Strategic Operational Plan will be updated at least once every five years. The BOG, ESC, JSAC, and other stakeholders will provide guidance to changes in the Strategic Operational Plan. Revisions for these plans will be reviewed and discussed at each annual BOG meeting.

b. The *Operational Plan* will be updated as needed based on short-term objectives and goals.

## ARTICLE VIII

### Order of Business

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

## ARTICLE IX

### Amendments

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