

SOUTH ORANGE COUNTY BEACH COALITION BYLAWS**(EFFECTIVE MM-DD-YYYY)****I. NAME OF ORGANIZATION**

- A. The name of this organization shall be the South Orange County Beach Coalition, hereinafter referred to as “Coalition.”
- B. The official mailing address of the Coalition shall be:

South Orange County Beach Coalition
OC Parks Headquarters
13042 Old Myford Road
Irvine, CA 92602

II. ESTABLISHMENT OF THE COALITION

The members of the Coalition are the signatories of the South Orange County Beach Coalition Memorandum of Understanding (“MOU”) and said members shall appoint representatives pursuant to the provisions of the MOU.

III. OBJECTIVES

The Coalition will provide a collaborative body to advise the governing bodies of the respective Parties to foster greater cooperation toward the maintenance and enhancement of beaches and increase cross-jurisdictional collaboration for the benefit of coastal resilience, within the Orange County (“County”) portion of the Oceanside Littoral Cell. The Parties will work in good faith to facilitate and participate in the implementation of the Coalition, which seeks to foster collaboration, coordination, and partnerships aimed at reducing risk factors associated with the chronically eroding shoreline spanning from the Headlands at Dana Point Harbor to the County boundary in San Clemente.

The Coalition’s primary advisory objectives shall include the following:

- Increase cross-jurisdictional communication relative to regional sand management in support of coastal resiliency.
- Identify green, grey, and hybrid solutions to retain sand and minimize coastal erosion.
- Recognize opportunities and solutions to mitigate impacts of sea level rise and effectively collaborate efforts to address the pressing challenge.
- Coordinate efforts and identify opportunities for additional collaboration and partnerships through separate agreements and funding opportunities.

- Collect, share and analyze relevant data and recommend activities to enhance coastal resiliency.
- Serve in an advisory capacity to the various leadership and elected bodies that oversee the Parties who are represented within the Coalition.
- Collaborate on engagement efforts at the state and federal levels, as well as from private sources, to secure funding for the Parties' various projects in furtherance of the objectives of this MOU.
- Serve as a forum for public discourse and engagement relative to the implementation of strategies to address and minimize coastal erosion.

IV. APPOINTMENT AND MEMBERSHIP

A. The Coalition is to be composed as follows:

1. Members

a. Members of the Coalition shall be composed of those public agencies, districts, tribes, and other entities owning and/or managing coastal land within the Orange County portion of the Oceanside Littoral Cell. The five (5) initial voting representatives in total, are hereby designated as Members of the Coalition, and their respective representative(s) and number of votes before the Coalition, are as follows:

1. County of Orange Fifth District Supervisor – Chair, one vote
2. County of Orange, OC Parks (CSA 26) – one vote
3. Orange County Flood Control District – one vote
4. Capistrano Bay Community Services District – one vote
5. Juaneño Band of Mission Indians Acjachemen Nation (84a) – one vote

b. Members are to be “voting members” and are able to cast ballots on advisory actions or items before the Coalition. Each Member shall have the number of votes provided above that may be cast by each Member organization’s designated representative(s).

c. At any time, should another public agency that is not currently a signatory to the MOU be identified as one owning and/or managing coastal land within the Orange County portion of

the Oceanside Littoral Cell that public agency may be added as a Member to the MOU as approved in writing pursuant to an Amendment to the MOU in accordance with Section VIII – Amendment of the MOU, except those entities identified in IV.A.1.d below, which are authorized to become voting Members upon their individual execution of the MOU.

- d. As indicated in the MOU, the following four (4) public entities are hereby approved to become automatically designated as voting members upon subsequent adoption of the MOU by their respective Boards, Council, or Governing Body and execution of the MOU without the need for Amendment to the MOU or further approval by existing voting Members:
 - i. California State Parks
 - ii. Orange County Transportation Authority
 - iii. City of Dana Point
 - iv. City of San Clemente
- e. Each Member shall designate representatives who shall have the authority to cast votes, according to the number of votes provided above, on behalf of the respective Member.
 - i. Each Member may appoint an alternate representative to attend and participate in Coalition meetings should the primary representative for each voting position be unable to attend a Coalition meeting.

6. Partners

- a. Partners of the Coalition shall be comprised of those entities with vested interests in the coastal land subject to the objectives of the MOU and consist of the following:
 - 1. Bring Back Our Beaches
 - 2. California Coastal Commission
 - 3. California State Parks
 - 4. Capistrano Shores, Inc.
 - 5. City of Dana Point
 - 6. City of San Clemente

7. Cotton's Point Homeowners Association
 8. Cyprus Cove Community Association
 9. Cyprus Point Homeowners Association, The Breakers
 10. Cyprus Shores Community Association/Homeowners Association
 11. Orange County Transportation Authority
 12. Shorecliffs Homeowners Association
 13. Surfrider Foundation
 14. Save Our Beaches SC Incorporated (Save Our Beaches San Clemente)
 15. United States Army Corps of Engineers
 16. University of California, Irvine, Flood Lab
- a. Partners are to be "non-voting participants" and are unable to cast ballots on advisory actions or items before the Coalition.
 - b. At any time, should any other entity be identified by the Coalition as having a vested interest in the land subject to the objectives of the MOU and wish to be designated as such, they may be designated a Partner, or have their Partner designation removed as deemed appropriate, by a majority vote of all Members. Should any designated Partner indicate in writing to the Coalition its wish to remove its Partner designation, such removal will be effectuated administratively without further action of the Coalition.
 - c. Partners shall have the ability to designate a representative to participate in Coalition meetings to provide insight, recommendations, feedback, and similar discourse that benefits the Coalition, and cross jurisdictional aspects of the Coalition.
17. Other Interested Parties
 - a. All other individuals or entities not expressly listed above shall not have status as a Member or designation as a Partner in the Coalition unless agreed upon by Members as provided herein.

- b. Other interested parties are encouraged to attend meetings and provide public comment and input on discussions and items under consideration by the Coalition.

V. COALITION OFFICERS

A. Coalition officers shall consist of:

1. Chair

- a. The Fifth District Supervisor of the Orange County Board of Supervisors shall serve as the Chair of the Coalition.
- b. In the Chair's absence, the Executive Officer shall select a Member present at the meeting to facilitate the meeting.
- c. Duties of the Chair
 - i. Preside at meetings; call special meetings; decide points of order; announce all business; entertain motions; put motions to vote; announce vote results; appoint and remove, as needed, committee Chairs; and represent the Coalition at public functions.

2. Executive Officer

- a. The OC Parks Director shall designate an OC Parks staff member to serve as the Executive Officer and a designee for the Executive Officer.
- b. Duties of the Executive Officer
 - i. Provide administrative support to ensure the successful implementation of Coalition meetings.
 - ii. In coordination with the Chair, set the meeting agendas; provide for appropriate public meeting notifications/notices in compliance with the Ralph M. Brown Act, California Government Code section 54950 et seq.; attend to the Coalition's necessary correspondence; serve as the custodian of the Coalition's records (excluding any Member records that are not maintained or controlled by the Executive Officer or County of Orange); serve or have a designee serve as the clerk of the Coalition during meetings; and similar administrative functions.

VI. DUTIES OF MEMBERS

A. General Duties

1. Members shall attend meetings of the Coalition and of committees to which they are appointed.
2. Members shall notify the Executive Officer of the Coalition of any expected absence for a meeting by 5:00 p.m. of the day before a regularly scheduled Coalition meeting, indicating good and sufficient reasons for the absence.
3. In the performance of its responsibilities, the Coalition shall not engage in nor employ any unlawfully discriminatory practices in the provision of services or benefits, assignment of accommodations, treatment, employment of personnel or in any other respect on the basis of sex, race, color, ethnicity, national origin, ancestry, religion, age, marital status, medical condition, sexual orientation, physical or mental disability or any other protected group in accordance with the requirements of all applicable County, state, or federal laws.
4. Members of the Coalition shall operate strictly within designated purposes of the Coalition.

B. Division of Costs

1. Facilitation and administration of the Coalition is to be borne by the County of Orange.

VII. COMMITTEES

A. Ad Hoc Committees: The Chair may establish ad hoc committees of less than a quorum of the Coalition's membership to accomplish time-limited tasks that support the goals of the Coalition.

1. Terms of appointment for ad hoc committees shall be for the period of time required to fulfill the ad hoc committee's purpose.

VIII. MEETINGS AND ACTIONS

A. The Coalition shall meet quarterly, or as otherwise scheduled by the Executive Officer with the consent of the Chair.

B. Meetings shall be held at a day, time, and location scheduled by the Executive Officer with the consent of the Chair.

C. The Coalition may elect to conduct a field trip in lieu of or in addition to a regular meeting.

- D. Each meeting shall be open to the public, and the Coalition shall give notice of its meetings and conduct those meetings as required by law.
- E. The Coalition shall, at its final meeting of each year, adopt a schedule of regular meetings and transmit that schedule in writing to Members, Partners, and the public at large.
- F. All Coalition meetings shall be open, public and noticed in conformance with the provisions of the Ralph M. Brown Act, California Government Code section 54950 et seq., as amended and held at a location within Orange County, California that satisfies the access requirements of the Americans with Disabilities Act.
- G. Special meetings of the Coalition may be called either by the Chair or at the request of a majority of Coalition members. Notice of special meetings shall:
 - 1. Be delivered to members personally, by mail or electronically, and must be received no later than 24 hours in advance of the meeting.
 - 2. State the business to be considered and whether alternative technological means may be used such as telephone or video conferencing, as technological resource availability permits and as permissible by the Ralph M. Brown Act.
- H. Quorum Requirements
 - 1. Quorum requirements are as follows:
 - a. General Meetings: Quorum shall be no less than 50%+1 of the voting membership.
- I. Voting Majority: Decisions and acts made by majority vote of the members at any duly constituted meeting shall be regarded as acts of the Coalition, except as otherwise provided by these Bylaws.

IX. COMPENSATION AND REIMBURSEMENT

- A. Compensation and reimbursement for costs incurred for attendance at Coalition meetings shall only be paid to the representative(s) of Members by and in accordance with the policies and rules established by respective Members' governing bodies. The Coalition and the County shall not be liable for paying compensation or reimbursement to any representative(s) of a Member.

X. RESIGNATION OF MEMBERS

- A. Members of the Coalition may resign from the Coalition by providing ninety (90) days prior written notice to all Members and the Executive Officer as outlined in the MOU.

XI. AUTHORITY

- A. Parliamentary Authority: The Chair shall preside and manage Coalition meetings using parliamentary procedure consistent with these bylaws, any special rules of order the Coalition may adopt, and any applicable County, state, and federal law.
- B. Standing and Ad Hoc Committees
 - 1. Standing and ad hoc committees shall have no independent authority and shall be limited to exercising only those specific functions granted to them by the Coalition.
 - 2. No standing or ad hoc committee shall have independent authority to commit the Coalition to any policy or action without the prior approval of the general membership of the Coalition.

XII. CONFLICT OF INTEREST

- A. Representative(s) of Members of the Coalition and any of its committees shall abstain from voting on any issue in which they may be personally interested to avoid a conflict of interest in accordance with County, state, and federal laws and shall refrain from engaging in any behavior that conflicts with the best interest of the Coalition and their respective Member.
- B. Representative(s) of Members of the Coalition shall not vote nor attempt to influence any other Coalition member on a matter under consideration by the Coalition or any of its committees:
 - 1. Regarding the provision of services by such member (or by an entity that such member represents); or
 - 2. That would provide direct financial benefit to such member or the immediate family of such member; or
 - 3. Engage in any other activity constituting a conflict of interest under County, state, or federal law.
- C. If a question arises as to whether a conflict exists that may prevent a Member or its representative(s) from voting, the Chair or designee may consult with designated County staff to assist them in making that determination.

- D. Representative(s) of Members of the Coalition shall complete any relevant ethics training as required by their respective Member's policy and Assembly Bill 1234 (Government Code sections 53234 through 53235.2). Members shall be solely responsible for ensuring compliance of their representative(s) with County, state, and federal laws, especially as it pertains to ethical training.
- E. Neither Coalition nor any of its Members shall promote, directly or indirectly, a political party, political candidate, or political activity using the name, emblem, or any other identifier of Coalition.
- F. No assets or assistance provided by County to the Coalition shall be used for sectarian worship, instruction, or proselytization, except as otherwise permitted by law.

XIII. AMENDMENT OF BYLAWS

- A. Any amendment to the Bylaws shall be made pursuant to an Amendment to the MOU, which shall be made in writing and signed by all Parties to the MOU.

XIV. SEVERABILITY

- A. Should any part term, portion or provision of these Bylaws be determined to be in conflict with any law or otherwise unenforceable or ineffectual, the remaining parts, terms, portions or provisions shall be deemed severable and their validity shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the provisions that the members intended to enact in the first instance.

XV. STAFFING SUPPORT

- A. Staff support from the County shall be provided to support the Coalition in conjunction with the work of the Coalition.