

# California Alliance of [\_\_\_\_\_] Governance Protocol

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This document sets out the governance arrangements and membership terms for the California Alliance of [\_\_\_\_\_].

## 1. Mission

The California Alliance of [\_\_\_\_\_] (the “Alliance”) is a statewide organization dedicated to [\_\_\_\_\_]

## 2. Vision

The Alliance will focus on [\_\_\_\_\_]. The Alliance is committed to:

- [\_\_\_\_\_];
- [\_\_\_\_\_];
- [\_\_\_\_\_];
- [\_\_\_\_\_];
- [\_\_\_\_\_];

## 3. Alliance Members

### 3.1 Members

The Alliance will have the following classes of members:

- ABC.
- DEF.
- **Nonprofits.** Nonprofit membership will be open to nonprofit organizations that have been granted tax-exempt status by the Internal Revenue Service, such as organizations active in [\_\_\_\_\_].
- **Businesses.** Business membership will be open to for-profit business entities and proprietors, such as [\_\_\_\_\_].
- **Individuals.** Individual membership will be open to any individual not otherwise categorized, such as consumers, educators, and advocates.

A member is referred to in this document as a “Member” and the Members collectively are referred to as “Members.”

### **3.2 Member Voting**

Alliance Members will be divided into two categories, voting and non-voting. ABCs and DEFs will be Voting Members with voting rights as described in section 4. Individuals, Nonprofits, and Businesses will be non-voting members and will not participate in Steering Committee elections.

### **3.3 Admission of Members**

Application for membership will be made in writing or electronically on such forms as may be prescribed by the Steering Committee. The Coordinator, as defined in section 7, will review all membership applications.

### **3.4 Member Dues**

The Steering Committee may set annual dues for each Member class. The Committee may adjust these dues at its discretion.

### **3.5 Member Benefits**

The Steering Committee may define benefits of membership from time to time as it determines.

### **3.6 Leaving the Alliance**

At any time, a Member may choose to leave the Alliance by providing written notice to the Coordinator, with termination effective upon receipt by the Coordinator.

### **3.7 Termination of Membership**

The Steering Committee may terminate an Alliance Member at any time with or without cause. Cause includes, but is not limited to, failure to pay membership dues as set by the Committee within sixty (60) days after they are due and payable, and violation of the rules in this Governance Protocol regarding public statements or use of Alliance Marks.

### **3.8 Effect of Termination**

Once termination is effective, the former Member will no longer hold itself out as an Alliance Member. The former Member will also cease any use of Alliance Marks, as described in section 9.2.

## **4. Steering Committee**

### **4.1 Role of Steering Committee**

The Steering Committee ("Committee") provides program direction and governance for the Alliance. It seeks to ensure that the Alliance is fulfilling its mission and growing to be a stronger and more influential group.

### **4.2 Committee Composition**

The Committee will be composed of \_\_ members, \_\_of those members being appointed by the Committee and the other \_\_members being elected by the Voting Members. The Committee may adopt a Nomination Policy setting out Committee composition objectives, taking into account the Alliance's mission, constituencies, and communities. All Steering Committee members must either be members of the Alliance or associated with an organization that is a member of the Alliance.

### **4.3 Committee Members Selected by Committee**

The appointed members will be comprised of the following:

- At least one ABC
- At least one senior staff member or director of a nonprofit or government agency active in agriculture and the food system in California (an "Agricultural Organization Representative")

- At least three individuals who are executive directors, [\_\_\_\_\_] managers or other senior staff members of DEFs
- Three at-large members

The appointment process will be conducted by the Committee and facilitated by the Coordinator. Committee members will appoint members for the following term before the end of the current term.

#### **4.4 Committee Members Elected by Voting Members**

The elected members will be comprised as follows:

- Voting Members will be divided into \_\_\_\_\_ regions, based on counties as shown in Exhibit A attached to this Governance Protocol.
- Only individuals who are executive directors, [\_\_\_\_\_] managers, or other senior staff members of DEFs that operate in the relevant region are eligible to be nominated and elected.
- The Committee will seek nominations from Voting Members in each region. The Committee may also solicit potential candidates in each region.
- Voting Members in each region will vote for one nominee in their region to serve on the Committee.
- There is no quorum or other requirement that a minimum number of Voting Members participate in a regional election.
- The nominee receiving the most votes, whether or not a majority, will be elected to the Committee.

The Coordinator will facilitate the election process. The Committee may adopt appropriate voting procedures.

#### **4.5 Committee Terms**

Committee members will serve two-year terms. No member will serve for more than four consecutive terms, except as otherwise approved by the Committee. Committee members, including those selected to fill vacancies, will hold office until the end of the term for which they were selected or until a Committee member's earlier resignation or removal in accordance with this Governance Protocol.

#### **4.6 Committee Elections and Appointments**

Committee elections generally will be held and appointments made in conjunction with the first Committee meeting of the calendar year in accordance with procedures determined by the Steering Committee. Approximately half of the total number of members will be selected each year.

#### **4.7 Removal from Committee**

The Committee may remove any Committee member at any time, with or without cause. Cause may include, but is not limited to, failure to attend Steering Committee meetings and actions inconsistent with this Governance Protocol or the mission of the Alliance. The Committee member whose removal is being considered will not be eligible to vote on his or her removal. Committee members who believe they are unable to carry out their responsibilities as Committee members are expected to discuss the situation with the Steering Committee.

#### **4.8 Committee Vacancies**

A vacancy on the Committee will exist in the event that the actual number of Committee members is less than the authorized number for any reason. If there is a vacancy on the Committee, the Committee may fill the vacancy by selecting a new Committee member. In the case of a vacancy in one of the elected member positions, the Committee may fill the vacancy only with a senior staff member of a DEF from the same region as the previous member.

### **5. Committee Meetings**

#### **5.1 Regular Meetings**

The Committee will meet at least two times each year. The Committee may meet in person or by telephone conference call.

#### **5.2 Scheduling of Meetings**

The Coordinator or any two Committee members together may call a meeting of the Committee.

#### **5.3 Notice**

The Coordinator will inform each Committee member of the date, place, and time of meetings of the Committee at least 10 days before the meeting.

#### **5.4 Communication via E-Mail**

All Committee communications, including notice, consent, and provision of materials, may be sent via e-mail or other form of electronic communication.

#### **5.5 Quorum**

A majority of the total number of Committee members then serving on the Committee will constitute a quorum.

#### **5.6 Decisions**

Except as otherwise provided in this Governance Protocol, any action taken by a modified consensus of Committee members present at a meeting at which a quorum is present will be the act of the Committee. A modified consensus is reached when no more than two members present at the meeting oppose the Committee's proposed action.

#### **5.7 Action Without a Meeting**

Any action by the Committee may be taken without a meeting if the Committee members consent in writing to the action through signature on a hard copy document or by e-mail, web-based survey, or other electronic means, so long as (i) each Committee member is provided with relevant data and an opportunity to respond; (ii) Committee members are given at least three (3) days to respond; (iii) the proposal receives explicit, affirmative approval by at least two-thirds of the Committee members then in office; and (iv) the action is subsequently expressly ratified at a Committee meeting. Items approved in this manner generally should be routine or otherwise simple in nature and, in any case, any Committee member may request that the matter be addressed by way of a meeting or conference call rather than through this written approval process.

#### **5.8 Public Statements by Committee Members**

Committee members will maintain the confidentiality of the Committee's deliberations and of the information they receive from the Coordinator and other Committee members in connection with Alliance matters. While Committee members are encouraged to be advocates for the Alliance, Committee members will not engage in legislative activities, communicate with the media, or make other public communications about the Alliance except as approved by the Committee.

### **6. Alliance Task Forces**

The Committee may create one or more task forces, composed of Committee members, non-Committee members, or a combination of Committee members and non-Committee members as determined by the Committee, and assign to them such functions as the Committee may specify.

## **7. Coordinator**

The [Client] (the “Coordinator”), a California nonprofit corporation and Alliance Member, serves as the coordinator of the Alliance.

### **7.1 Role of Coordinator**

The Coordinator generally supervises and directs Alliance activities and affairs.

### **7.2 Records**

The Coordinator will maintain records relating to Alliance activities, including, for example, Committee meeting minutes, records of Member dues payments, and voting results.

### **7.3 Distribution of Meeting Materials**

The Coordinator will be responsible for distributing meeting materials to Committee members as appropriate in advance of Committee meetings.

### **7.4 Management of Alliance Marks**

In order to facilitate consistent Alliance branding and messaging, and for administrative convenience, the Coordinator will own all Alliance intellectual property, including without limitation, Alliance Marks (logos, names, and other Alliance designs), the Alliance website, and all website content except for content attributed to Members or other third parties. The Coordinator may establish use protocols and make decisions about Member and non-member use of the Alliance Marks in line with the principles set out in section 9.2. The Coordinator is not obligated to file any application for registration of any of the Alliance Marks, secure any rights in any of the Alliance Marks, maintain any trademark registration for the Alliance Marks or pursue infringement or other claims, and may make all such decisions in its sole discretion.

### **7.5 No Endorsement**

In coordinating Alliance efforts, facilitating connections among Members and other agencies, and permitting Member use of Alliance Marks, the Coordinator will not endorse, sponsor, or take responsibility for Members or their programs, activities, or services. No Member may make any statement or imply that the Coordinator endorses, sponsors, or takes responsibility for Member programs, activities, or services. Members will not use the Alliance Marks to imply the Coordinator’s endorsement or sponsorship.

## **8. Information Sharing**

### **8.1 Data Gathering and Reporting; Confidentiality**

In the spirit of collaboration and information sharing, Coordinator may distribute and request Member response on evaluation instruments about their operations and results. These instruments may request, for example, data about [\_\_\_\_\_]; and other matters. Coordinator will take appropriate measures to maintain the confidentiality of such information, it being understood that Coordinator may use this data in analyzing results and in reporting the results on an aggregate, no-name basis, to other Members, funders, and the general public. Coordinator will not disclose data identifiable to Member without first obtaining Member’s consent.

### **8.2 Sharing of Member-Developed Materials**

Information and tool sharing are at the core of the Alliance’s mission. To that end, Members are encouraged to share ideas, brochures, and other materials with other Members, using the Coordinator as a means to distribute them. Members will grant to Members royalty-free,

nonexclusive, and irrevocable licenses to reproduce, publish, edit, or otherwise use materials developed and shared for Alliance-related purposes, with appropriate attribution as may be requested by the Member who created the materials. Members will retain copyright ownership of these materials.

## **9. Publicity**

### **9.1 Identification as Alliance Member**

Members may identify themselves as members of the Alliance in both their internal and public efforts, including public statements, publications, websites, and grant applications.

### **9.2 Member Use of Alliance Name and Logo**

In order to protect and maximize the value of the Alliance logo, Alliance name, and other Alliance designs (collectively, the “Alliance Marks”), Members will: only use the Alliance Marks for identification purposes as described in section 9.1; only use the Alliance Marks in the forms provided to them by the Coordinator; not combine the Alliance Marks with any other trademark, word, symbol, letter, design, or mark; not use the Alliance Marks as part of their organizational or service name or internet domain name or style; not use the Alliance Marks in such a way as to give the impression that the Alliance Marks are their property or that any other Member or the group as a whole is making any statement on policy or political matters; and, not use any Alliance Marks in a context that is otherwise inconsistent with the Alliance’s values and mission. If the Coordinator determines that any actual use by a Member is not consistent with these rules, the Member will, on Coordinator’s request, stop the use entirely or take the corrective actions as may be specified by the Coordinator. Once an entity ceases to be a Member, that entity will promptly cease any use of the Alliance Marks.

### **9.3 Alliance Use of Member Names and Logos**

Coordinator has the right to use each Member’s logo, name, and other designs in both internal and public Alliance efforts, including without limitation, to referrals, publications, Alliance conference materials, the Alliance website, and hyperlinks to Member websites.

### **9.4 Public Statements by Alliance Members**

Neither Members nor the Coordinator may make any statement on policy or political matters that may be interpreted as a statement from any other Member. [Similarly, Members may not make any such policy or political statement that may be interpreted or understood as a statement of an Alliance position or point of view, except in accordance with talking points or other materials approved by the Steering Committee for distribution to and use by Members.]

## **10. Relationship**

### **10.1 Relationship of the Parties**

Members agree that this Governance Protocol and participation in the Alliance does not create an association, joint venture, partnership, or any other entity among them, nor does it create any liability for one Member based on the acts of another Member. No Member will hold itself out as the agent of any other Member. No Member will have any right, power, or authority to enter into any agreement for or on behalf of any other Member or the Coordinator or to incur any obligation or liability or otherwise bind any other Member or the Coordinator.

### **10.2 Coordinator’s Departure**

If, for any reason, the Coordinator no longer serves as the Coordinator, or if the Alliance incorporates, becomes an unincorporated association capable of property ownership, or ceases to exist, the Coordinator will promptly transfer Alliance Marks, contracts, and other assets to an appropriate recipient as it determines in consultation with the Committee.

### **10.3 Limitation of Liability**

Coordinator will not be liable to Members for any action Coordinator takes or omits to take as Coordinator under or in connection with this Governance Protocol or the activities contemplated by this Governance Protocol (except for Coordinator's gross negligence or willful misconduct).

## **11. General Provisions**

### **11.1 Legal Effect**

This Governance Protocol is legally binding on Members, including Coordinator.

### **11.2 Amendments**

This Governance Protocol may be amended or repealed and new provisions adopted by approval of the Committee.

### **11.3 Governing Law**

This Governance Protocol will be governed by California law.

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