

MEMORANDUM OF UNDERSTANDING
FOR MEMBERSHIP
(California VACS Association – County of Tulare)

- A. The California VACS Association (hereinafter “CVA”) was established to pool member Counties' experiences and knowledge regarding the Ventura Automated Collection System (“VACS”) to maximize the systems' accuracy and usefulness in a fiscally responsible manner. The system may be used to track fiscal account management by member counties. The Association serves as the arena where member counties work jointly to accomplish this purpose. Counties have responsibility for working with VACS users to plan enhancements, share operating experiences, and coordinate Association activities through the CVA Chairperson.
- B. The intent of this Memorandum of Understanding is to establish a mechanism for sharing available Electronic Data Processing (EDP) funding for the purpose of enhancements to the VACS system and to establish an agreement between the member counties and the CVA. The hardware and local area network (LAN) maintenance costs is the responsibility of individual counties.
- C. Under the terms of Article IX of the Bylaws, as adopted by the California VACS Association, attached hereto and made apart hereof as Exhibit “A”, each member county shall be responsible for an agreed upon share of the cost of annual ON GOING SOFTWARE MAINTENANCE SYSTEM ENHANCEMENTS, AND TELEPHONE SUPPORT provided by the VACS contractor.
- D. Services that are not covered by this Memorandum of Understanding will be negotiated separately between individual member counties the VACS contractor and the terms will be finalized for each project.
- E. Under this Memorandum of Understanding there are two services and cost levels identified as CALWIN and NON CALWIN counties. It has been identified that there are additional costs for CALWIN counties for interface and support provided by the VACS contractor.
- F. This Memorandum of Understanding is effective July 1, 2011 through June 30, 2012 upon signature.
- G. This Memorandum of Understanding is contingent upon Tulare County receiving local budget funding approval, and approval of its Board of Supervisors or authorized designee.
- H. The total approved cost for this agreement is not to exceed **\$11,432.14** and be payable directly to the CONTRACTOR (County of Ventura) and be reviewed and adjusted on an annual basis.

MEMORANDUM OF UNDERSTANDING
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(California VACS Association – County of Tulare)

REVIEWED AND APPROVED

Member County Approval

By _____
Signature

Title _____

Printed Name

Date _____

By Kelly Pothier
Kelly Pothier, Chairperson
California VACS Association

Date 4/11/11

Signatures Required for _____ County Approval

By _____

Date _____

By _____

Date _____

APPROVED AS TO FORM:
COUNTY COUNSEL
By J Mendez
Deputy (2011816)

CALIFORNIA VACS ASSOCIATION BYLAWS

Article I. Name

Sec. 1. The name of this Association shall be the California Ventura Automated Collections System (VACS) Association, hereafter referred to as the "CVA".

Article II. Object

Sec. 1. Through a Memorandum of Understanding, the object of the CVA shall be:

- (a) To share costs of ON-GOING SOFTWARE MAINTENANCE, SYSTEM ENHANCEMENTS, AND TELEPHONE SUPPORT as defined in Article III, Sec. 1.(e) to the VACS system, except for individual member county on-site assistance as defined in Article IX, Sec 3.
- (b) To share system operation experiences - including improvements in procedures, as well as precautions - to enhance accuracy, timeliness, efficiency and overall quality of overpayment collection, reporting and utilization.
- (c) To provide a forum to plan enhancements for optimum utilization and benefit to participating members.
- (d) To identify and plan for the development of additional modules to expand VACS capabilities, as warranted.
- (e) To collaborate in the establishment of priorities and development of implementation schedules.

Article III. Definitions

Sec. 1. Definitions of the terms used within these Bylaws.

- (a) VACS - Ventura Automated Collection System.
- (b) Fiscal Year - A fiscal year to be July 1 through June 30.
- (c) Contractor - The County of Ventura with which the CVA is currently contracting with for services to maintain the VACS system.

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(d) Participating Member Counties - is defined as signatories to the California VACS Association Memorandum of Understanding.

(e) ON-GOING SOFTWARE MAINTENANCE, SYSTEM ENHANCEMENTS, AND TELEPHONE SUPPORT. On-going software maintenance, on-going system enhancements, and standard business hours telephone support (Service Desk), herein referred to as ON-GOING SUPPORT, is defined as keeping the existing system application software working as documented, adding new functions to the system, improving the process performance, modifying an input or output, or augmenting the system, and responding to telephone calls for information or assistance from VACS member counties.

(f) APPLICATION software is defined as those components of the system developed by CONTRACTOR, limited to: all PowerBuilder (tm) windows and screens developed by CONTRACTOR, all SYBASE (tm) and Microsoft SQL Server data definition language (DDL) scripts developed by CONTRACTOR, and all SYBASE (tm) and Microsoft SQL Server stored procedures developed by CONTRACTOR.

(g) Memorandum of Understanding - is the written agreement outlining the terms of the California VACS Association with each member county and is used as the instrument for signature for membership to this Association.

Article IV. Membership

Sec. 1. Prospective Member

(a) To become a member county in the CVA, the matter will be presented to the CVA by the Chairperson and the CVA will put the matter to a vote.

Sec. 2. Applicants shall be approved by a simple majority vote of the membership.

Sec. 3. Membership

(a) The signature required for membership will be the signature on the Memorandum of Understanding (MOU) of the County who is seeking membership to the CVA.

Sec. 4. Length of Membership

(a) Membership in the CVA shall be a minimum of one (1) fiscal year.

(b) Membership shall be automatically renewed on an annual basis.

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Sec. 1. Termination of Membership

- (a) Termination shall only be at the end of a fiscal year.
- (b) Any member county may request termination of membership by sending written notice to the Chairperson no later than sixty (60) days prior to the end of the fiscal year.

Article V. Meetings and Attendance

Sec. 1. Meetings

- (a) CVA meetings will be held at a date, time and place which will be scheduled by the Chairperson, no less than quarterly.

Sec. 2. Attendance

- (a) Each participating county may have a maximum of three (3) representatives in attendance at each meeting.

Sec. 3. Agenda

- (a) An agenda for each scheduled meeting of the CVA shall be prepared and transmitted to all participating members no later than ten (10) days prior to the meeting and added to the website.
- (b) Additions to the agenda after publication shall be added for discussion only, unless received by all participating members in time for review prior to the meeting.

Sec. 4. Minutes

- (a) Minutes of each scheduled meeting shall be prepared and transmitted to all participating members no later than ten (10) days prior to the next meeting.

Sec. 5. CVA System Change Proposal

- (a) Any participating member county of the CVA may submit to the Chairperson of the Enhancement Sub-Committee proposals for software modifications and or enhancements for the VACS system. Modifications and/or enhancements shall be

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in a written format. If the Enhancement Sub-Committee accepts the said proposal, it shall be published to the VACS website to be included on the agenda for the next scheduled CVA meeting.

- (b) Upon approval at the quarterly consortium meeting the CVA shall obtain the Contractor's written and/or verbal estimate of the person-hours and other costs necessary to make the modifications and or enhancements.
- (c) Emergency enhancements and/or modifications may be voted and approved via teleconferencing or email. All CVA participant counties shall be notified of impending emergency votes 10 business days in advance of the vote.

Sec. 6. Conduct of Business

- (a) All meetings and business transacted pursuant to these Bylaws shall be conducted under Roberts Rules of Order.

Sec. 7. Open Meetings

- (a) All meetings and deliberative processes conducted by the Association shall be performed in accordance with requirements set forth in "the Brown Act" (Government Code, 54950).

Article VI. Voting

Sec. 1. Voting Representatives

- (a) Each participating member county shall designate one individual and optionally up to two alternates as persons authorized to vote on behalf of that county (hereinafter referred to as the voting representative). Such designation shall be in writing to the Chairperson of the Association. If more than one alternate is named, they shall be designated as first alternate, second alternate, etc.
- (b) Each participating member county is responsible to notify the CVA Chairperson of any changes to the voting designees within 30 days.

Sec. 2. Voting Process

- (a) Each participating county member shall have one (1) vote on each question presented at the meetings.
- (b) If a participating member is not represented at a meeting, that member's vote on agenda items may be cast in absentia by the Chairperson, if the member's voting

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representative informs the Chairperson of such voting preference in advance of the meeting in writing, including email.

(c) No person shall be permitted to vote unless previously designated as the voting representative or alternate per Article VI, Sec. 1.

(d) Items requiring a vote include:

1. Votes on selection of the Chairperson require a majority of attending members.
2. Votes on selection of the Vice-Chairperson require a majority of attending members.
3. Votes on financial matters - proposals for expenditures and amendments or revisions to these bylaws will require a majority vote of attending members.
4. Votes on all other matters require a majority of attending members.

(e) Votes resulting in a tie shall be decided by the CVA Chairperson.

(f) Each county abstaining and/or each absent county not voting in absentia, as described in Article VI, Sec. 2.(b) above, will each constitute a "non" vote for purposes of determining the passage of a motion.

Article VII. Executive Board and Officers

Sec. 1. Executive Board

(a) The duly elected/appointed Chairperson and Vice-Chairperson shall serve as the Executive Board for the Association.

Sec. 2. Chairperson

(a) The Chairperson, who shall be a voting representative per Article VI. Sec. 1(a) of these Bylaws, shall be elected before July 1 in accordance with Article VI, Sec. 2.(d.1.) of these Bylaws and shall serve for a minimum of one (1) fiscal year and a maximum of three (3) consecutive fiscal years.

(b) In the event the Chairperson is not duly elected, the incumbent Chairperson shall continue to serve until a Chairperson is elected.

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- (c) In the event the Chairperson vacates the office for any reason, the office shall be automatically filled for the balance of the term by the Vice-Chairperson.
- (d) The Chairperson or Vice-Chairperson – in the absence of the Chairperson - shall serve as the chair of all scheduled meetings of the Association.
- (e) The Chairperson shall have responsibility and authority for setting an agenda for each meeting in accordance with Article V, Sec. 3.(a).
- (f) The Chairperson will have the responsibility for executing the memorandum of agreement for joint services to the VACS system, which is a joint maintenance group per the Operations Manual for County Social Service Agencies, Division 28, Section 28-105, and all business relationships with the Contractor.

Sec. 3. Vice-Chairperson

- (a) The Vice-Chairperson who shall be a Voting Representative per Article VI, Sec. 1.(a) of these Bylaws, shall be elected before July 1 in accordance with Article VI, Sec. 2.(d.2) of the Bylaws and shall serve for a minimum of one (1) fiscal year and a maximum of three (3) consecutive fiscal years.
- (b) In the event the Vice-Chairperson vacates the office, for any reason, a new Vice-Chairperson shall be elected at the next regularly scheduled meeting of the Association.
- (c) The Vice-Chairperson shall have the responsibility and authority of the Chairperson in the absence of the Chairperson.
- (d) The Vice-Chairperson in the absence of the Secretary, shall have the responsibility and authority to have prepared and distributed minutes of each meeting in accordance with Article V, Sec. 4. of these Bylaws.

Sec. 4. Secretary (Optional)

- (a) The Secretary, who shall be a Voting Representative per Article VI, Sec. 1.(a) of these Bylaws, shall be elected and shall serve under the same conditions as the Vice-Chairperson.
- (b) The Secretary shall act as, and have the responsibility and authority of the Chairperson in the absence of the Chairperson and Vice-Chairperson.

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(c) In the event the Secretary vacates the office, for any reason, a new Secretary shall be elected at the next regularly scheduled meeting of the Association.

Article VIII. Committees

Sec. 1. Committee Types

(a) Committee types may include but not be limited to Standing Committees and Ad Hoc Committees.

Sec. 2. Committees Purpose

(a) The purpose of each Committee, as defined by the Chairperson in consultation with the CVA, shall be specific enough to give clear direction to the Committee Chairperson as to the Committee's responsibility.

Sec. 3. Composition

(a) The CVA and/or the Chairperson may form such sub-committees (Standing and Ad Hoc) as necessary, with the advice and consent of the Voting Representatives. The Sub-Committee Chairperson shall be elected by the CVA and need not be a Voting Representative per Article VI, Sec. 2.(a) of the Bylaws.

(b) Committees shall consist of a minimum of three (3) members, each representing a different participating county. The Committee Chairperson may limit the number of Committee members to a workable size.

(c) Standing committees may include, but not be limited to, Enhancement Sub-Committee and User Committee, which will have representation from the Association which reflects the composition of the Association as a whole.

(d) Committee members need not be voting representatives, as defined in Article VI, Sec. 1. of these Bylaws.

(e) A majority of attending committee members is required for passage of committee agenda items.

Sec. 4 Responsibility and Authority

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(a) All Committee proposals for system changes shall be presented to the CVA for decision in the form of a change request in accordance with Article 5 Sec 5.

Sec. 5. Committee Meetings

(a) Committee meetings shall be scheduled, as determined by the Committee Chairperson, to satisfy the specific charge of the Committee, within the deadline assigned (if any).

Article IX. Contracts and Shared Services

Sec. 1. A memorandum of agreement (MOA) for shared services will be negotiated and executed by the CVA.

(a) The amount of funds to be spent on an annual basis will be decided annually by a majority vote of the CVA. The amount of funds is based on an estimate of the number of hours scheduled for pending enhancements, the number of hours spent during the prior year for technical support and other related costs.

Sec. 2. Shared services shall include, but not be limited to modifications and enhancements, which benefit the systems operated by all participating members. Included in this category would be training for modifications and enhancements if deemed necessary.

Sec. 3. Separate services would include requested contractor services which are unique to the needs and benefits of participating member(s) and such service(s) do not adversely impact the uniformity of the main VACS System maintained under the CVA Contract(s).

(a) For purposes of information sharing, any work orders completed for separate services will be presented by the Contractor to the CVA .

(b) The budgeted/actual costs for separate services shall be billed to and paid by the requesting participating member.

(c) Unless included in a CVA Contract, the Contractor is under no obligation to perform such separate services, nor is the participating member restricted to the Contractor as a sole source for obtaining such separate services.

(d) Contractor shall not be accountable for disruptions caused by modifications not initiated by Contractor.

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Article X. Amendments to Bylaws

Sec. 1. These Bylaws may be amended at any regular or special meeting by a two-thirds vote of the CVA members, provided 30 days notice, including the subject of the proposed amendment, has been given in the call for the meeting.