

**BYLAWS**  
**OF**  
**ASSOCIATION OF REGIONAL CENTER AGENCIES, INCORPORATED**  
**(a nonprofit public benefit corporation)**

ARTICLE I.

NAME

Section 1. Name. The name of this corporation is ASSOCIATION OF REGIONAL CENTER AGENCIES, INCORPORATED (hereafter “ARCA” or “corporation”).

ARTICLE II.

LOCATION OF PRINCIPAL OFFICE

Section 1. Principal Office. The principal office for the transaction of the activities and affairs of the corporation shall be located in Sacramento County California.

ARTICLE III.

PURPOSES AND LIMITATIONS

Section 1. General Purposes. This corporation is a California Nonprofit Public Benefit Corporation and is not organized for the private gain of any person.

Section 2. Specific Purposes. Within the context of the general purposes stated above, the specific purposes of this corporation are to promote, support, and advance Regional Centers in achieving the intent and mandate of the Lanterman Developmental Disabilities Services Act in providing community-based services that enable individuals with developmental disabilities to achieve their full potential and highest level of self-sufficiency. ARCA shall function as a leader and advocate in promoting the continuing entitlement of individuals with developmental disabilities to all services that enable full community inclusion. ARCA shall participate in the development of public and legislative policy and serve as a focal point for communication, education, and training. ARCA shall serve as the primary representative for its member Regional Centers in the State of California, negotiating the rights and collective interests of the Regional Centers. ARCA shall coordinate communication among Regional Centers so that information and innovations may be shared, and common systems developed, to advance effective programs.

## ARTICLE IV.

### MEMBERS

Section 1. No Voting Members. ARCA has no statutory voting members. To the extent any Regional Center is referred to as a “member” in these bylaws or in any corporate materials, it shall be understood that such entity is not a statutory member as contemplated by the California Nonprofit Public Benefit law, and has no voting or other rights in the corporation.

Section 2. Non-Voting Members. Any “Regional Center” (as defined in the Lanterman Developmental Disabilities Services Act) within the State of California may be admitted to ARCA as a non-voting member.

All members are admitted to membership on condition of signing any required membership application/agreement (which includes agreeing to comply with these Bylaws and any policies and procedures adopted by the Board), and the payment of such dues, fees, and assessments as shall be established by the Board.

Section 3. Dues, Fees, and Assessments. The dues, fees, and assessments for all members of ARCA shall be set by the Board.

Section 4. Good Standing. Those ARCA members who have timely paid the required dues, fees or assessments, and who are not in violation of any bylaw, policy or procedure of ARCA, shall be members in good standing.

Section 5. Termination of Membership. Membership shall terminate on the occurrence of any of the following events:

- (a) Resignation of a member upon notice to ARCA;
- (b) The dissolution of a Regional Center member entity;
- (d) Failure of a member to pay any fees, dues, or assessments within the period of time established by the Board after they become due and payable;
- (e) Expulsion pursuant to Sections 6 and 7 of this Article.

Section 6. Suspension or Expulsion from Membership. Any ARCA member may be suspended or expelled in accordance with this Article, based on the good faith determination by the Board, or a committee authorized by the Board to make such a determination, that the member has failed in a material and serious degree to comply with ARCA’s Articles of Incorporation, bylaws, policies, procedures, or any law applicable to ARCA and its members, or has engaged in conduct materially and seriously prejudicial to the purposes and interests of ARCA.

A member whose membership is suspended shall not be a member in good standing during the period of suspension.

Section 7. Procedure for Suspension or Expulsion. If grounds appear to exist for suspension or expulsion of a member under this Article, the procedures set forth below shall be followed:

- (a) The member shall be provided at least 15 days prior notice of the proposed suspension or expulsion and the reasons for the proposed suspension or expulsion. Notice shall be given by any method reasonably calculated to provide actual notice. Any notice given by mail shall be sent first class or express mail to the member's last address as shown on ARCA's records.
- (b) The member shall be given an opportunity to be heard, either orally or in writing, at least five (5) days before the effective date of the proposed suspension or expulsion. The hearing shall be held, or the written statement considered, by the Board or by a committee authorized by the Board to determine whether the suspension or expulsion should take place.
- (c) The Board or authorized committee shall decide whether or not the member should be suspended, expelled or sanctioned in some other way. The decision of the Board or committee shall be final.
- (d) Any action challenging an expulsion, suspension or termination of membership, including any claim alleging defective notice, must be commenced within one year after the effective date of the expulsion, suspension or termination.

Section 8. Effect of Termination, Suspension or Expulsion. All rights and privileges of a member of ARCA shall cease upon termination, suspension or expulsion from membership. If a suspended member also has a director/officer on the Board, he/she will not be eligible to serve on the Board during the period of the member's suspension. He/she may resume his/her director/officer duties if the suspension is lifted and good standing is restored.

In the case of termination or expulsion, the member's membership in ARCA shall terminate on the effective date of the termination or expulsion. If the terminated or expelled member is or had a director/officer on the Board, the director/officer shall no longer be eligible to serve on the Board as of the effective date of the member's termination or expulsion.

However, termination, suspension or expulsion shall not relieve the member (or former member) of any existing obligations to ARCA (e.g. unpaid dues, fees, or assessments, duties of loyalty and confidentiality relative to ARCA if the member had a director/officer on the Board, duty to return ARCA property and documents, etc).

Section 9. No property Rights/No Withdrawal Value. Membership in ARCA does not constitute an ownership interest in any asset of ARCA at any time. If a member is terminated or expelled for any reason, ARCA shall not be liable for the payment of any amount whatsoever to the member. Each member is received into membership on its express agreement to this provision.

Section 10. Limitations. No Regional Center shall hold more than one membership in ARCA.

Section 11. Liability of Members. Except as required by law, no member is liable for ARCA's debts, liabilities, or obligations.

## ARTICLE V.

### BOARD OF DIRECTORS

#### Section 1. Powers.

(a) General Corporate Powers. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board.

(b) Specific Powers. Without prejudice to the general powers set forth in subsection (a) above, but subject to the same limitations, the Board may do the following (or may delegate the following unless prohibited by law):

- (1) Policies. Adopt policies, rules and procedures for the management and operation of the corporation.
- (2) Administration. Employ an individual or contract with an entity to administer the day-to-day activities of the corporation. An individual employed to manage the corporation shall be known as the Executive Director and may not also serve on the Board. The Board may also employ, retain, or authorize the employment of such other employees, independent contractors, agents, accountants, and legal counsel as it from time to time deems necessary or advisable in the interest of the corporation, prescribe their duties and fix their compensation (or may instead delegate all such authority to the Executive Director).
- (3) Bonds. May require officers, agents, and employees charged by the corporation with responsibility for the custody of any of its funds or negotiable instruments to give adequate bond.
- (4) Borrowing money. Borrow money and incur indebtedness on behalf of the corporation and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, liens, and other evidences of debt and securities.
- (5) Gifts. Receive and accept gifts, devises, bequests, donations, annuities and other securities, and endorsements of real and personal property, and use, hold and enjoy the same, both as to principal and income, to invest and re-invest the same or any part thereof for the furtherance of any objects, interests or purposes of this corporation, and to act as trustee under any trust incidental to the receipt of gifts or other purposes of this corporation.
- (6) Contributions. Make such contributions as the Board determines are necessary and advisable in furtherance of the interests and purposes of this corporation.
- (7) Contracts. Enter into contracts and agreements with individuals and with public and private entities for the advancement of the purposes for which the corporation is organized.

(8) Property. Acquire, construct, possess and sell real, personal, and intellectual property.

(9) Bank Accounts and Special Funds. Establish one or more bank accounts and/or special funds in order to accomplish and further the purposes of the corporation.

(10) Committees. Appoint committees as provided in these bylaws.

(11) Other. Do and perform all acts and exercise all powers incidental to, or in connection with, or deemed reasonably necessary for the proper implementation of the purposes of the corporation.

## Section 2. Number and Qualification/Limitations.

(a) Number. The Board shall consist of forty-two (42) directors, composed of two (2) individuals from each Regional Center member as follows: the Executive Director of each Regional Center member (the "Executive Directors") and one member of each Regional Center member's board of directors selected by that Regional Center's board (the "Board Delegates"). Board Delegates may only serve on the ARCA Board as long as they remain board members on their Regional Center board of directors.

(b) Qualifications. All directors must be individuals who are dedicated to the purposes of this corporation as set forth above. California law prohibits non-voting directors and alternates/proxies for directors. No employee or paid contractor of ARCA may be a director on the Board.

Section 3. Term of Office; Term limits. The term of office of each director shall be one (1) year and until a successor has been appointed and qualified. There shall be no limit on the number of terms a director may serve if he or she remains qualified and/or appointed to the Board.

Section 4. Removal of Directors. A director may be removed from the Board at any time, with or without cause, by a two-thirds (2/3) vote of the Board at any duly called and noticed Board meeting where a quorum is present.

## Section 5. Vacancies on Board.

(a) Events Causing Vacancy. The vacancy or vacancies on the Board shall exist on the occurrence of the following:

(1) The death or resignation of any director;

(2) The removal of a director by the Board;

(3) The declaration by resolution of the Board of a vacancy in the office of a director who has been declared of unsound mind by an order of court, convicted of a felony, or found by final order or judgment of any court to have breached a duty under Article 3 of Chapter 2 of the California Nonprofit Public Benefit Corporation Law; or

(4) The increase of the authorized number of directors.

(b) Resignations. Except as provided below, any director may resign by giving written notice to the President or Secretary of the Board. The resignation shall be effective when the notice is given unless it specifies a later time for the resignation to become effective. Except on notice to the Attorney General of California, no director may resign if the corporation would be left without a duly appointed director or directors.

(c) Filling Vacancies. Vacancies on the Board shall be filled with an eligible individual by the Regional Center entitled to that seat. The individual filling a vacant director position shall serve until the end of the term of the director whose vacancy he or she is filling.

(d) No Vacancy on Reduction of Number of directors. No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

#### Section 6. Board Meetings.

(a) Annual Meeting. The Board shall hold an annual meeting each year for purposes of organization, seating of directors, election of officers, and transaction of other business. Notice of the annual meeting shall be given in accordance with subsection (c) below.

(b) Special Meetings. Special meetings of the Board for any purpose may be called at any time by the Board President, any two directors, or the Executive Director. Notice of any special meeting shall be given in accordance with subsection (c) below.

(c) Notice. Notice of the annual and any special meetings of the Board, specifying the time and place of the meeting, shall be given to each director at least ten (10) days before the meeting by first-class mail or express mail service, by personal delivery, by telephone (including a voice messaging system), or by electronic transmission (email) by the corporation (Corporations Code Section 20).

Notice shall be deemed delivered when deposited in the U.S. mail or with an express mail service, postage prepaid, or when received if delivered personally or by telephone, or on its confirmation of delivery if by electronic transmission.

A notice, or waiver of notice, need not specify the purpose of any meeting of the board.

(d) Place of Meetings. The annual and any special meetings of the Board shall be held at any place within or outside California that has been designated by resolution of the Board or in the notice of the meeting or, if not so designated, at the principal office of the corporation.

(e) Meetings by Telephone or Video Conference or by Electronic Transmission. Directors may participate in a meeting of the Board through use of conference telephone, electronic video screen communication, or electronic transmission by and to the corporation (Corporation Code Sections 20 and 21).

Participation in a meeting through use of conference telephone or electronic video screen communication constitutes presence in person at that meeting as long as all directors participating in the meeting are able to hear one another.

Participation in a meeting through use of electronic transmission by and to the corporation, other than conference telephone and electronic video screen communication, constitutes presence in person at that meeting if both of the following apply:

(1) Each director participating in the meeting can communicate with all of the other directors concurrently.

(2) Each director is provided the means of participating in all matters before the Board, including, without limitation, the capacity to propose or interpose an objection to, a specific action to be taken by the corporation.

(f) **Quorum/Act of the Board.** A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn. Except as specifically provided in these bylaws or in the California Nonprofit Public Benefit Corporation Law, every action taken or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be the act of the Board. A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of directors, if any action taken or decision made is approved by at least a majority of the required quorum for that meeting.

(g) **Waiver of Notice.** Notice of a meeting need not be given to any director who, either before or after the meeting, signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of a meeting need not be given to any director who attends the meeting and does not protest, before or at the commencement of the meeting, the lack of notice to him or her.

(h) **Adjournment.** A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

(i) **Notice of Adjourned Meeting.** Notice of the time and place of holding an adjourned meeting need not be given unless the original meeting is adjourned for more than twenty-four hours. If the original meeting is adjourned for more than twenty-four hours, notice of any adjournment to another time and place shall be given, before the time of the adjourned meeting, to the directors who were not present at the time of the adjournment.

(j) **Board Action by Written Consent.** Any action required or permitted to be taken by the Board may be taken without a meeting, if all members of the Board individually or collectively consent in writing to that action. Specifically, this means that all Board members must vote on an action by mail or email, and all Board members must vote yes on the action, in order for the action to pass. Whether by mail or email, a vote under this section by written consent must be unanimous. The written votes shall be maintained for at least three (3) years. The Executive Committee may also take action in the manner described in this subsection.

(k) **Voting Power.** For all purposes, the voting power of each director on the Board shall be one vote. Non-voting directors are prohibited by California law.

(l) **Closed Sessions.** Any meeting of the Board, or portion of a meeting, may be closed by the President so that only directors and individuals deemed necessary by the President are present.

Section 7. Compensation and Reimbursement. Directors shall not receive compensation for their services on the Board. Directors may receive such reimbursement of expenses as the Board may determine by resolution to be fair and reasonable at the time that the resolution is adopted.

Section 8. Property Rights. No director shall have any property rights in any assets of the corporation.

## ARTICLE VI.

### OFFICERS

Section 1. Officers of the Corporation. The elected officers of the corporation shall be a President, Vice-President, Secretary, Treasurer, and Parliamentarian. All elected officers must be directors. The Board President may also appoint a Sergeant at Arms in the President's sole discretion, whose duties shall be defined by the President. The position of Sergeant at Arms, if any, shall last only as long as the term of the President who appointed him/her. The Executive Director shall be an officer of the corporation for banking and business purposes, but not an elected officer.

Section 2. Election of Officers. The elected officers of the corporation shall be elected by the Board from among its directors at the annual Board meeting.

Section 3. Terms of Office; Term Limits. Officers shall serve at the pleasure of the Board. Elected officers shall serve one (1) year terms. No elected officer may serve more than two (2) consecutive one-year terms in the same office.

Section 4. Removal of Officers. Any officer may be removed at any time, with or without cause, by a majority vote of the Board at any properly called and noticed meeting where a quorum is present.

Section 5. Resignation of Officers. An officer may resign at any time by giving written notice to the President or Secretary of ARCA. The resignation shall take effect as of the date the notice is received (or later if agreed to by ARCA) and need not be accepted to be effective.

Section 6. Vacancies in Office. A vacancy in any elected office because of death, resignation, removal, disqualification, or any other cause shall be filled by a majority vote of the directors present at any annual or special meeting of the Board where a quorum is present. The individual filling a vacant officer position shall serve until the end of the term of the officer whose vacancy he or she is filling.

Section 7. Responsibilities of Officers.

(a) President. The President of the Board shall preside at meetings of the Board and shall exercise and perform such other powers and duties as the Board may assign from time to time.

(b) Vice-President. If the President is absent or unable to serve, the Vice-President shall perform all duties of the President. When so acting, the Vice-President shall have all

powers of and be subject to all restrictions on the President. The Vice-President shall have such other powers and perform such other duties as the Board or the Bylaws may prescribe.

(c) Secretary.

(i) Minutes. The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board may direct, minutes of all meetings, proceedings, and actions of the Board, and committees of the Board. The minutes of meetings shall include the time and place that the meeting was held, whether the meeting was annual or special, and, if special, how authorized, the notice given, and the names of those present at the Board and committee meetings. The Secretary shall keep or cause to be kept, at the principal office in California, a copy of the Articles of Incorporation and the Bylaws, as amended to date.

(ii) Notices and Other Duties. The Secretary shall give, or cause to be given, notice of all meetings of the Board and of its committees required by these Bylaws. The Secretary shall have such other powers and perform such other duties as the Board or the Bylaws may prescribe.

(iii) If both the President and the Vice-President are absent or unable to serve, the Secretary shall perform all the duties of the President. When so acting, the Secretary shall have all powers of and be subject to all restrictions on the President.

(iv) Some duties of the Secretary may be delegated to the Executive Director. However, the Secretary shall maintain oversight authority for all such delegated duties.

(d) Treasurer.

(i) Books of Account. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Treasurer shall send or cause to be given to the directors such financial statements and reports as are required to be given by law, by these Bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

(ii) Deposit and Disbursement of Money and Valuables. The Treasurer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board may designate, shall disperse the corporation's funds as the Board may order, shall render to the President or the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as the Board or the Bylaws may prescribe.

(iii) Some duties of the Treasurer may be delegated to the Executive Director. However, the Treasurer shall maintain oversight authority for all such delegated duties.

(e) Parliamentarian. The Parliamentarian shall rule on all parliamentary procedural challenges.

(f) Sergeant at Arms. The Sergeant at Arms, if any, shall assure that all meetings are conducted in an environment conducive to calm deliberations.

(g) Executive Director. The Executive Director shall have the powers and authorities granted by the Board of Directors, including the authority over the day-to-day operations of the corporation and the undertaking of obligations and entering into commitments on behalf of the corporation as authorized by the Board and not otherwise contravened by these Bylaws or any matter which, under the California Nonprofit Public Benefit Corporation Law, requires the approval of the Board.

## ARTICLE VII.

### COMMITTEES

Section 1. Committees of the Board. The Board, by resolution, may create one or more committees of the Board, each consisting of two or more directors *and no persons who are not directors*, to serve at the pleasure of the Board. Appointments to committees of the Board shall be made by the Board. Any such committee, to the extent provided in the Board resolution, shall have all the authority of the Board, except that no committee, regardless of Board resolution, may:

- (a) Fill vacancies on the Board or on any committee that has the authority of the Board;
- (b) Provide compensation for directors for serving on the Board or on any committee;
- (c) Amend or repeal Bylaws or adopt new Bylaws;
- (d) Amend or repeal any resolution of the Board that by its express terms is not so amendable or repealable;
- (e) Create any other committees of the Board or appoint the members of committees of the Board; or
- (f) Approve any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest, except as special approval is provided for in Section 5233(d)(3) of the California Corporations Code.

Section 2. Standing Committees of the Board.

(a) Executive Committee. The Executive Committee shall be a “standing committee of the board” subject to all the rules applicable to “committees of the board” described in this Article.

The Executive Committee shall consist of: the elected officers of ARCA – President, Vice-President, Secretary, Treasurer, and Parliamentarian; the Chair of the Executive Directors Group; the Chair or Vice-Chair of the Board Delegates Group; and the Chairs of the Legislative, Finance, Contract Negotiating, Client Advisory (if the Chair is a Board Delegate), and Strategic Planning committees. If the Client Advisory Committee Chair isn’t a Board Delegate, that individual shall be a non-voting advisory member of the Executive Committee.

In the event that two of the Executive Committee members described above represent the same Regional Center, only one shall be a voting member of the Executive Committee, and

the other shall be a non-voting advisory member of the Executive Committee. The decision as to which individual shall have the voting position shall be made by the Regional Center. In the event the designated voter for the Regional Center is not in attendance at a particular meeting, the other committee member from that Regional Center shall have the vote for that meeting.

The Executive Committee shall have the authority of the Board between Board meetings to make decisions and take actions relative to the operation of ARCA. The Executive Committee may also develop policies for Board approval, and may review and recommend to the Board changes to the bylaws and to other operating policies.

(b) Contract Negotiating Committee. The Contract Negotiating Committee shall be a “standing committee of the board” subject to all the rules applicable to “committees of the board” described in this Article. The Board President shall appoint the Chair of the Contract Negotiating Committee from among members of the Board. The Chair shall appoint six (6) additional Board members to the Committee, including at least one Board Delegate. All Committee members must be members of the Board. The Chair and Committee members shall serve for one (1) year terms.

The Contract Negotiating Committee has the authority and final decision making authority to negotiate with DDS on behalf of ARCA to generate the Regional Center Master Contract language.

Section 3. Quorum for Committees of the Board. A majority of the voting members of any committee of the Board shall constitute a quorum, and the acts of a majority of the voting members of the committee present at a meeting at which a quorum is present shall constitute the act or recommendation of the committee.

Section 4. Advisory Committees. The Board may also establish advisory committees composed of any number of directors and/or other interested persons who are not directors. Appointments to advisory committees shall be made by the Board, or the Board may delegate that appointment power to the Board President or to the committee chair. Advisory committee chairs are appointed by the Board President. Advisory committees shall provide advice and recommendations to the Board but shall not have the authority of the Board or any final decision making authority.

Section 5. Standing Advisory Committees.

(a) Finance Committee. The Finance Committee shall be responsible for the following matters:

1. Fiscal status of the Regional Center system;
2. Ensuing fiscal year budget needs, projections, and allocations for Regional Centers;
3. Proposing changes to Regional Center allocation methodology. The Committee shall, as appropriate, suggest comments on same to DDS; and
4. System-wide issues affecting Regional Centers’ contracted service providers.

(b) Nominating and Bylaws Committee. The Nominating and Bylaws Committee shall solicit candidates for officer positions and shall submit a proposed slate of officers to the Board each year to be voted on at the Annual Meeting. The Committee shall strive for

balanced representation among officers. The Committee shall also be responsible for proposing recommended changes to the bylaws when necessary.

(c) Legislative Committee. The Legislative Committee shall be responsible for advising the Board about ongoing legislative issues. The Committee will analyze pending legislation and recommend positions to the Board. The Committee will develop proactive and reactive strategies related to state legislation.

(d) Strategic Planning Committee. The Strategic Planning Committee shall be responsible for creating a strategic plan to guide ARCA for multi-year periods. The plan shall reflect an analysis of the needs and interests of ARCA's members, as well as systemic issues affecting the Regional Center system.

(e) Client Advisory Committee. The Client Advisory Committee shall be responsible for advising the Board on issues relevant to the clients served by ARCA's members. The Committee shall be composed of clients representing each of ARCA's members. Each Committee member shall be approved by the respective Regional Center's governing board. The Committee chair shall be a member of his or her Regional Center's governing board.

(f) Board Delegates Group. The Board Delegates sitting on the ARCA Board shall constitute a standing advisory committee called the Board Delegates Group. The Board Delegates Group shall elect a chair and a vice-chair from among its members. Either the chair or vice-chair (in the Committee's discretion) shall sit on the Executive Committee. The Board Delegates Group will advise ARCA on the development of policy.

(g) Executive Directors Group. The Regional Center Executive Directors sitting on the ARCA Board shall constitute a standing advisory committee called the Executive Directors Group. The Executive Directors Group shall elect a chair from among its members, who shall sit on the Executive Committee. The Executive Directors Group will advise ARCA on the development of policy.

(h) Standards and Practices Committee. The Standards and Practices Committee shall provide recommendations to the Board regarding the standards to which Regional Center members must be held accountable. The Committee shall be responsible for investigating and providing advice and recommendations to the Board in the event it comes to ARCA's attention that a Regional Center member has failed in a material and serious degree to comply with ARCA's articles of incorporation, bylaws, policies, procedures, or any law applicable to ARCA and its members, or has engaged in conduct materially and seriously prejudicial to the purposes and interests of ARCA. The Committee shall be comprised of equal numbers of Regional Center Executive Directors and Board Delegates.

Section 6. Notice Requirements for Committees. Notice for meetings of committees, specifying the time and place of the meeting, shall be given to each committee member at least ten (10) days before the meeting if sent by first-class mail or express mail service, or forty-eight (48) hours before the meeting if personally delivered or delivered by telephone (including a voice messaging system), or by email consistent with Corporations Code Section 20. Notice shall be deemed delivered when deposited in the U.S. mail or with an express mail service, postage prepaid, or when received if delivered personally or by telephone, or on its confirmation of delivery if by email.

Section 7. Meetings by Telephone or Video Conference or by Electronic Transmission. Any meeting of a committee may be held by telephone or video conference or by electronic transmission in the same manner as for Board meetings.

## ARTICLE VIII.

### LIABILITY, INDEMNIFICATION, AND INSURANCE

Section 1. Liability. No volunteer director or officer shall be liable to third parties if the volunteer director or officer has met the requirements for good faith performance of his or her duties prescribed by the California Nonprofit Public Benefit Corporation Law and the corporation has met its duties relative to insurance required by the California Nonprofit Public Benefit Corporation Law.

Section 2. Right of Indemnity. To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees, and other persons described in Section 5238(a) of the California Corporations Code, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by them in connection with any "proceeding", as that term is used in that section, and including an action by or in the right of the corporation, by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this Bylaw, shall have the same meaning as in Section 5238(a) of the California Corporations Code.

Section 3. Approval of Indemnity. On written request to the Board by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the California Corporations Code, the Board shall promptly determine under Section 5238(e) of the California Corporations Code whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met and, if so, the Board shall authorize indemnification.

Section 4. Advancement of Expenses. To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification pursuant to these Bylaws in defending any proceeding covered by such indemnification shall be advanced by the corporation before final disposition of the proceeding, on receipt by the corporation of an undertaking by or on behalf of that person, that the advance will be repaid unless it is ultimately determined that the person is entitled to be indemnified by the corporation for those expenses.

Section 5. Insurance. The Board shall authorize the purchase and maintenance of an insurance policy or policies on behalf of its directors, officers, and employees against any liabilities, other than for violating provisions against self-dealing, incurred by the director, officer, or employee in such capacity or arising out of their status as such. Such policy shall meet the requirements set forth in Corporations Code Section 5239.

## ARTICLE IX.

### RECORDS AND REPORTS

Section 1. Maintenance of Corporate Records. The corporation shall keep:

- (a) Adequate corporate books and records of account;

(b) Written minutes of the proceeding of its Board and committees of the Board; and

(c) A record of each director's name, address, telephone number, and email address.

Section 2. Maintenance of Articles and Bylaws. The corporation shall keep at its principal office the original or a copy of the Articles of Incorporation and Bylaws, as amended to date.

Section 3. Inspection by Directors. Every director shall have the right to inspect the corporation's books, records, and documents to the extent allowed by the California Nonprofit Public Benefit Corporation Law.

Section 4. Annual Report. The Board shall cause an annual report to be sent to directors within 120 days after the end of the corporation's fiscal year. That report should contain the following information, in appropriate detail, for the fiscal year:

- (a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year.
- (b) The principal changes in assets and liabilities, including trust funds.
- (c) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes.
- (d) The expenses or disbursements of the corporation for both general and restricted purposes.
- (e) Any information required by Section 5 of this article.

The annual report shall be accompanied by any report of independent accountants or, if there is no such report, by the certificate of an authorized officer of the corporation that such statement were prepared without audit from the corporation's books and records.

This requirement of an annual report shall not apply if the corporation receives less than \$25,000 in gross receipts during the fiscal year, provided, however, that the information specified above for inclusion in an annual report must be furnished annually to all directors who request it in writing.

Section 5. Annual Statement of Certain Transactions and Indemnifications.

If any of the following types of transactions or indemnifications occurred during the previous fiscal year, then as part of the annual report to all directors, or as a separate document if no annual report is issued, the corporation shall prepare and mail or deliver to each director a statement of any such transaction or indemnification within 120 days after the end of the corporation's fiscal year:

- (a) Any transaction:
  - (i) in which the corporation, its parent or its subsidiary was a party, and

- (ii) in which an "interested person" had a direct or indirect material financial interest, and
- (iii) which involved more than \$50,000, or was one of a number of transactions with the same "interested person" involving, in the aggregate, more than \$50,000.

The statement shall include a brief description of the transaction, the names of "interested persons" involved, their relationship to the corporation, the nature of their interest in the transaction and, if practicable, the amount of that interest, provided that if the transaction was with a partnership in which the "interested person" is a partner, only the interest of the partnership need be stated.

(b) Any indemnifications or advances aggregating more than \$10,000 which were paid during the fiscal year to any officer or director of the corporation.

## ARTICLE X.

### MISCELLANEOUS

Section 1. Fiscal Year. Unless changed by the Board, the fiscal year of the corporation begins on July 1 and ends on June 30.

Section 2. Conflicts of Interest. The Board will adopt a Conflict of Interest Policy and each Board member and committee member shall annually sign a statement that they have received, read, understood, and agreed to comply with such policy.

Section 3. Intellectual Property. All intellectual property prepared or purchased by or on behalf of the corporation, including but not limited to newsletters, educational, promotional, and training materials, contracts, trade names, logos, service marks, membership lists, donor lists, and member and donor contact information, shall be the exclusive property of the corporation and Board members agree to deal with it as such. Board members agree that they will not sell, transfer, publish, modify, distribute, or use for their own purposes, the intellectual property belonging to the corporation without the prior approval of the Board memorialized in a writing signed by the President.

Section 4. Required Filings and Disclosures. The Board shall ensure that the required filings are made at applicable state and federal agencies, including but not necessarily limited to filings required by the Secretary of State, the Attorney General's office, the Internal Revenue Service, and the Franchise Tax Board.

ARCA shall also comply with the disclosure requirements of federal and state agencies to which it is subject. Requirements which are applicable to ARCA include but are not necessarily limited to making the corporation's annual tax returns (IRS Form 990) available to the public.

Section 5. Construction and Definitions. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of this provision, the singular includes the plural, the plural includes the singular, the masculine includes the feminine and neuter, and the term "person" includes both an individual and an entity.

## ARTICLE XI.

### AMENDMENTS

Section 1. Amendments. Subject to any limitations in the Nonprofit Public Benefit Corporation Law, these Bylaws may be amended, or repealed and new bylaws adopted, by a two-thirds (2/3) vote of the Board at any properly called and noticed meeting where a quorum is present, so long as the amendments, proposed repeal, or new bylaws are provided to each director at least ten (10) days prior to the meeting at which such amendments, repeal, or new bylaws will be discussed and voted on.

## ARTICLE XII.

### DISSOLUTION

Section 1. Voluntary Dissolution by Vote. The corporation may be dissolved at any time by a two-thirds (2/3) vote of the authorized number of directors. If the Board votes in favor of dissolution, the directors shall promptly cease operations and proceed to wind up and dissolve the corporation.

Section 2. Remaining Assets. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit organization which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected and acting Secretary of the ASSOCIATION OF REGIONAL CENTER AGENCIES, INCORPORATED, a California nonprofit public benefit corporation; that the above Bylaws, consisting of 17 typewritten pages including this page, are the Bylaws of this corporation as approved by the Board of Directors on \_\_\_\_\_, 2023; and that they have not been amended or modified since that date.

Executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 at  
\_\_\_\_\_, California.

\_\_\_\_\_  
Signature of Board Secretary

\_\_\_\_\_  
Print Name of Board Secretary

**ASSOCIATION OF REGIONAL CENTER AGENCIES, INCORPORATED**

**MEMBERSHIP APPLICATION AND AGREEMENT**

THIS MEMBERSHIP APPLICATION AND AGREEMENT is made by and between the ASSOCIATION OF REGIONAL CENTER AGENCIES, INCORPORATED (“ARCA”) and the undersigned Regional Center (hereinafter “REGIONAL CENTER”).

WHEREAS, ARCA is a nonprofit public benefit corporation organized and existing under the laws of the State of California. The principal office for the transaction of business of ARCA is located in the State of California.

WHEREAS, ARCA exists to promote, support, and advance Regional Centers in achieving the intent and mandate of the Lanterman Developmental Disabilities Services Act (“Lanterman Act”) in providing community-based services that enable individuals with developmental disabilities to achieve their full potential and highest level of self-sufficiency.

ARCA and the undersigned REGIONAL CENTER hereby agree as follows:

1. **MEMBERSHIP.** ARCA has no statutory voting members. All members of ARCA are non-voting members. Each ARCA member has two directors on the Board of Directors (“Board”). Membership in ARCA, and thus representation on the Board, is conditioned upon REGIONAL CENTERS signing of and complying with this Agreement, paying any required dues, fees and assessments, and ARCA’s approval.
2. **QUALIFICATION.** By signing below, REGIONAL CENTER agrees that it is a “regional center” as described in the Lanterman Act and is therefore qualified to become a member of ARCA as described in the ARCA bylaws.<sup>1</sup>
3. **DUES, FEES, AND ASSESSMENTS.** REGIONAL CENTER agrees to pay to ARCA such dues, fees, and/or assessments as are established from time to time by the Board of Directors of ARCA, if any. Dues, fees, and/or assessments paid by REGIONAL CENTER are not refundable upon withdrawal of this application, or upon resignation or termination/expulsion from membership.
4. **TERM.** If REGIONAL CENTER is approved by ARCA, this Agreement shall become effective on the date a signed copy is received by ARCA and shall terminate upon written notice of resignation by REGIONAL CENTER to ARCA, or by ARCA's termination of the membership pursuant to the procedures in ARCA bylaws (termination or expulsion). If membership is not resigned or terminated, and the member is not suspended or expelled, the membership shall continue indefinitely upon timely payment by REGIONAL CENTER of any required dues, fees, and/or assessments set by the Board and compliance with this agreement and any other requirements established by the Board.
5. **BYLAWS, POLICIES AND PROCEDURES.** REGIONAL CENTER hereby accepts and consents to be bound by, and promises and agrees to fully comply with, ARCA’s Bylaws and all policies

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<sup>1</sup> Any “Regional Center” (as defined in the Lanterman Developmental Disabilities Services Act) within the State of California may be admitted to ARCA as a non-voting member. All members are admitted to membership on condition of signing any required membership application/agreement (which includes agreeing to comply with these Bylaws and any policies and procedures adopted by the Board), and the payment of such dues, fees, and assessments as shall be established by the Board.

and procedures adopted by ARCA's Board of Directors which are now in effect or may be adopted later and as amended from time to time.

6. TERMINATION/SUSPENSION/EXPULSION. Pursuant to the ARCA bylaws, membership terminates automatically if a member resigns, or if the member entity dissolves, or if required dues, fees, or assessments are not timely paid. The bylaws further provide that after a fair procedure, a member may be suspended or expelled from membership upon a finding by the Board that the member has failed in a material and serious degree to comply with ARCA's Articles of Incorporation, bylaws, policies, procedures, or any law applicable to ARCA and its members, or has engaged in conduct materially and seriously prejudicial to the purposes and interests of ARCA.

7. NOTICES. All notices to be given under this Agreement shall be considered delivered when deposited in the U.S. Mail or with an express mail service, postage prepaid, to the parties addressed as follows:

ARCA	REGIONAL CENTER: (please fill in street address
980 9th Street, Suite 1450	_____
Sacramento, CA 95814	_____

8. SEVERABILITY. Should any portion of this Agreement be determined to be unlawful, and provided that such portion of this Agreement is severable, it shall be eliminated from this Agreement and the other provisions of this Agreement shall continue in effect.

9. ASSIGNMENT. This Agreement shall not be assignable by either party without the prior written consent of the other party.

10. MEDIATION/ARBITRATION FOR DISPUTES. By signing this Agreement, the REGIONAL CENTER agrees that it has not and will not file a class action suit or any other type of lawsuit against the ARCA or its directors, officers, employees, contractors, or agents. Relative to any and all disputes, claims or controversies arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, the parties agree to first participate, in good faith, in an informal mediation process, using a mediator agreed upon by the parties. Either party may request informal mediation by written request to the other party. The parties will share the cost of the mediator and related expenses, but shall pay their own attorneys' fees incurred during mediation, if any. Any informal mediation shall take place in Sacramento, California if in person, or by electronic video conference (Zoom or similar) if the latter is agreed to by both parties. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

If the informal mediation process is unsuccessful, the parties agree that the dispute, claim or controversy shall be submitted to JAMS, or its successor, for final and binding arbitration.

Either party may initiate arbitration at JAMS with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or 45 days after the date of filing that written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. Any arbitration shall take place in Sacramento, California if in person, or by electronic video conference (Zoom or similar) if the latter is agreed to by both parties. The provisions of this section may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs,

fees, and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered. Any mediation or arbitration shall take place in Sacramento, California.

11. ATTORNEYS' FEES AND VENUE. If an action at law or in equity is necessary to enforce the required mediation and/or arbitration in paragraph 10 above, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in addition to any other reasonable relief to which it may be entitled. With respect to any such action or proceeding, the parties agree and submit to the jurisdiction and venue of the appropriate court in the County of Sacramento, State of California.

12. GOVERNING LAW. This Agreement and any mediation or arbitration shall be subject to, construed, enforced and governed by the laws of the State of California.

By signing below, the undersigned REGIONAL CENTER represents that the statements made above are true and correct, and that it understands the foregoing agreement and agrees to abide by the terms and conditions herein.

Date: \_\_\_\_\_ REGIONAL CENTER name: \_\_\_\_\_

\_\_\_\_\_  
Signature of authorized representative of REGIONAL CENTER

\_\_\_\_\_  
Telephone number(s)

\_\_\_\_\_  
Email Address(es)

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Date: \_\_\_\_\_ Membership APPROVED by ARCA \_\_\_\_\_  
Membership NOT APPROVED by ARCA \_\_\_\_\_

\_\_\_\_\_  
Signature of ARCA Board Officer

\_\_\_\_\_  
Print name and title of ARCA Officer

## Membership Standards and Practices Framework

ARCA's mission is "to promote, support, and advance regional centers in achieving the intent and mandate of the Lanterman Developmental Disabilities Services Act." The organization and its Executive Director have two charges: fulfill the stated Mission under the broad policy and legislative guidance of its Board of Directors, and leading the Association to effectively define the public face of the regional center system. Success in these areas results in the preservation of local control and decision-making authority of the 21 regional centers, including the protection of this autonomy from external threats, and in working successfully with the Department, Legislature and advocacy groups to further empower the regional centers to fulfill their mission for the 400,000+ people we serve. Achievement of these mandates is only possible through collective and consistent commitments and action by all regional centers.

Henceforth, the Association will establish consistent standards for its member organizations. ARCA will support its members in pursuit of those expectations and hold each accountable to meeting them.

This work will be spearheaded by a Standards and Practices Committee, which will be a newly-created standing advisory committee comprised of equal numbers of regional center Executive Directors and Board Delegates. The Committee will recommend to ARCA's Board of Directors for its consideration standards in at least the following areas with an eye towards supporting the diverse populations served by regional centers:

1. Positive community relations;
2. Implementation of key statewide initiatives;
3. Active local political participation that advances the goals of the Association;
4. Non-adversarial appeals and dispute resolution processes;
5. Person-centered thinking and planning practices;
6. Responsiveness to those served and community partners;
7. Local board practices; and,
8. Greater consistency in purchase of service practices and patterns.

Upon request, the Standards and Practices Committee will support individual regional centers to identify sources of requested technical assistance either from consultants or other member organizations.

When prompted by significant concerns that the actions of an individual regional center present the potential for statewide implications or hampering ARCA's ability to fulfill its mission, the Committee will examine the individual situation. If appropriate, it will recommend a course of action to address and ameliorate it. Every effort will be made to identify opportunities for the individual regional center in question to again meet the standards established by the Association, including but not limited to, consultation with ARCA's Executive Director or coordinated technical assistance from other regional centers and/or consultants.

ARCA's strength comes from having all 21 of the regional centers acting in concert. However, if after a reasonable period of time following a recommendation from the Committee for correction, if an individual regional center either cannot or chooses not to meet the expectations of the Association, the Committee may recommend suspension or expulsion of the regional center from membership in the Association. During any period of suspension or non-membership, the regional center in question shall have no access to ARCA's membership benefits, which include but are not limited to, attendance at ARCA-sponsored meetings, participation in its committees, and receipt of technical assistance from the Association's Executive Director or staff. Any regional center under expulsion may apply for readmittance to the organization after a period of no less than 6 months.

DRAFT