

# Memphis and Shelby County Homeless Consortium

## Bylaws and Code of Conduct

Amended: June 20, 2017

### ARTICLE I – ORGANIZATION

**Section I – Name:** The name of this affiliation shall be the Memphis and Shelby County Homeless Consortium, hereafter referred to as the Consortium.

**Section II - Service Area:** The Consortium will primarily provide services to the geographic area of Memphis and Shelby County.

**Section III - Address:** The principal office of the Consortium shall be the office of Community Alliance for the Homeless, Inc., unless changed by the Consortium.

### ARTICLE II – MISSION AND DESCRIPTION

**Section I - Mission:** The mission of the Consortium is to develop, sustain and coordinate a comprehensive continuum of care for citizens of the City of Memphis and Shelby County who experience homelessness in order to establish pathways to self-sufficiency and ultimately to eliminate homelessness.

**Section II - Description:** The Consortium is the voluntary association that provides leadership, services, advocacy and information related to Memphis and Shelby County’s homeless population.

The Consortium coordinates a broad array of services that includes, but is not limited to:

- Needs Identification
- Prevention of Homelessness
- Emergency Shelter/Services
- Day Services
- Transitional Housing
- Support Services
- Permanent Housing
- Outreach

The Consortium agencies will provide these services through the acquisition of funding from city, state, federal and private sources. The Consortium effectively collaborates with other agencies, local government, the faith community and other concerned organizations and individuals.

### ARTICLE III – MEMBERSHIP

**Section I - Membership:** Members and individuals on this Consortium represent and may include human services agencies, businesses, faith organizations, persons who are homeless, advocates, education, and public agency representatives. Meetings are open to the public. The Consortium categorizes membership as described below. These will be defined by the current membership and updated in our Bylaws as needed.

- A. **Associations:** human service agencies, businesses, faith organizations, education organizations, and other public agencies are examples of associations.
- B. **Individuals and Advocates:** persons who are currently or formerly homeless and persons not affiliated with other member organizations

**Section II - Representation and Voting:** Consensus of the group as a whole is considered by this consortium to be the most useful and healthy means of making a decision. However, in the event that a consensus is not forthcoming the following voting regulations will be called upon:

A: **Associations:** Each association (human service agency, business, faith organization and public agency) shall have at least one representative who attends meetings. Each agency/organization/unit of government in good standing with the Consortium has one vote. "Good standing" refers to an individual or association that has a current membership in the Consortium and has paid annual dues. One designee of the official representative may vote in the absence of the official representative.

B. **Individuals and Advocates:** Homeless or formerly homeless persons and persons not affiliated with other member organizations may join as individuals. Each individual who is in good standing with the Consortium has one vote.

### **Section III – Attendance and Participation:**

A. **Continuum of Care Grantees:** All Continuum of Care Programs (CoC) grantees, either Executive Directors or program decision makers, are required to actively participate on the Continuum of Care Committee, have an additional representative actively participating on another working committee, and attend all quarterly Consortium membership meetings in order to maintain or receive new funding. Specific requirements will be determined and voted on each year by the full Consortium.

B. **Other Associations:** In order to fairly distribute the work of the Memphis and Shelby County Homeless Consortium, each association shall have at least one official representative actively participating on at least one working committee.

C. **Individuals:** In order to fairly distribute the work on the Memphis and Shelby County Homeless Consortium, all individual members are expected to actively participate on one working committee.

### **Section IV - Fees:**

A. **Associations:** Each association (human service agency, business, faith organization and public agency) shall have a fee (amount to be set by the Consortium membership) due in full in July of each year. NEW Associations (does not include those who have previously been attending/members, but who have not paid dues) joining during the year may have their fees pro-rated. Fees will be nominal, not to exceed \$100, and used to cover the cost of incidental expenses such as meals or publications.

B. **Individuals:** The fee for individuals is the same as for associations; however, a scholarship fund will be established to assist individuals with fee payment upon request by the individual to the Governing Council.

**Section V - Meetings:** The Consortium shall meet quarterly and as scheduled by the Consortium as a whole. Special meetings of the members may be called by a majority of the Consortium. The Consortium will hold an annual meeting each year in June at which time new officers will take their positions.

**A. Quorum:**

1. **Regular Meetings:** The presence of 40% of the Consortium's members at any meeting, including the annual meeting, shall constitute a quorum if the meeting is a regularly scheduled meeting. The act of a majority of the members present or who have voted by timely written or electronic submission shall be the act of the full membership except as may be otherwise specifically provided by statute or these Bylaws.
2. **Special meetings:** not on the regular schedule, require a 50% member attendance for the purpose of voting or handling any official business of the Consortium and must provide a minimum of one week prior notice in writing (fax, mail, or e-mail).

**B. Absentee Voting:** Votes may occur through a proxy with written, electronic or pre-selected representation.

**C. Minutes of Meetings:** Minutes shall be kept of every meeting and shall include, at a minimum, the date, time and place of the meeting, the names of all who are in attendance, the topics discussed, the decisions reached and actions taken, any reports made, and any other information as may be deemed necessary by the Chair. The Community Alliance will keep official copies of the minutes for a minimum of five years or as is standard for HUD documentation.

## **ARTICLE IV – GOVERNANCE**

**Section I - Purpose:** The purpose of the Consortium governance structure is to ensure orderly operations of the Consortium. The governance structure consists of two main bodies, the full Consortium and the Governing Council.

### **Section II- Election of Officers and Filling Positions**

**A. Terms:**

1. Governing Council members shall be elected for terms of two years, beginning with the Annual Meeting in June, by a majority vote of the Consortium. All Council members shall hold office until their successors have been duly elected and qualified. An individual and/or agency may serve up to two consecutive two-year terms in any one position on the Governing Council. Elections will be held each year in a staggered manner of two or three of the elected positions, but never will all positions be up for reelection at any one time.
2. The Governing Council shall have the following officers: Chair, Vice Chair, Secretary, and Treasurer. Officers shall be chosen annually by the affirmative vote of a majority of the members of the Governing Council.

**B. Filling Positions:**

1. **Vacancies on the Governing Council:** occur by the expiration of the normal term, resignation, death, or removal by the Consortium or by failure to attend required meetings. Vacancies shall be filled by vote by the Governing Council. -Such

appointment shall be for the remainder of the un-expired term and the member shall then be eligible for re-election to a full term on the Governing Council.

2. **Nominations:** will be presented, as requested, to the Consortium by the Nominating Committee, which consists of representatives from four separate agencies, organizations or businesses. Members shall elect the officers at the Annual Meeting of the Consortium. The Nominating Committee will present its recommended slate to the consortium at the annual meeting. The terms for these positions begin at the annual meeting in June.

**Section III - Governing Council Membership:** The Governing Council shall conduct the business of the Consortium. It shall determine the general policies and guidance of the affairs of the Consortium. The Council shall have the following members: Continuum of Care Chair, Executive Director of the Community Alliance for the Homeless, designated liaisons for the City of Memphis and Shelby County, Memphis VA Medical Center, liaison of the Memphis Housing Authority, a Consumer Representative, a Philanthropy representative, the Youth Committee Chair, the Emergency Housing Partnership/Family Committee Chair, a representative of the Legal System, a Domestic Violence Representative, Two (2) At-Large Members, and a Community Alliance staff liaison. The immediate past-Chair also serves on the Governing Council for a term of up to two years. All Governing Council members (except for the Community Alliance for the Homeless liaison) shall have one vote.

- A. The **Continuum of Care Committee Chair** is appointed by the Governing Council Chair and serves as a member of the Governing Council.
- B. The **Community Alliance for the Homeless, Inc.** staff liaison shall serve in a non-voting capacity as staff support to the Governing Council and is appointed by The Community Alliance for the Homeless.
- C. The **Executive Director of Community Alliance for the Homeless, Inc.** shall have a permanent position on the Governing Council.
- D. The **City of Memphis and Shelby County** liaisons shall be decision-makers in a related local government functional area and shall be appointed by the Mayors of the respective jurisdictions. Their appointment terms shall coincide with the term of the respective Mayor.
- E. The **Memphis VA Medical Center representative** shall be an individual with decision-making authority over services or programs serving veterans who are homeless in Shelby County and shall be appointed by the Memphis VA Medical Center Director.
- F. The **Memphis Housing Authority (MHA) representative** shall be an individual with decision-making authority over MHA services or programs in Memphis and shall be appointed by the **Memphis Housing Authority (MHA)** Director.
- G. The **Youth Committee Chair** is appointed by the Governing Council Chair and serves as a member of the Governing Council.
- H. The **Emergency Housing Partnership/Family Committee Chair** is appointed by the Governing Council Chair and serves as a member of the Governing Council.

**Section IV - Governing Council Duties:**

- A. **Duties:** The Governing Council shall have the power to act on behalf of and in the best interest of the Consortium. A minimum of 60% of the Council must participate in the decision-making process for the transaction of business and for the acts of the Council to be considered valid. Conference calls or the use of other telecommunications equipment is acceptable. The Governing Council shall keep regular minutes of its proceedings and report such proceedings at the next regularly scheduled meeting of the Consortium. The Governing Council will have the power and authority to act on behalf of the Consortium, including designation of the CoC administrative agent, fiscal agent, and HMIS lead, The Governing Council will meet as called by the Chair. A member of the Governing Council (selected by the Governing Council) serves on the **Memphis and Shelby County Consolidated Plan Advisory Council**.
- B. **Meetings:** The Governing Council shall meet monthly. Special meetings of the Governing Council may be called by the Chair. All officers are required to attend no less than 80% of the Governing Council meetings and no less than 80% of all Consortium membership meetings.

**Section V - Financial Benefit to Members:** No financial benefit (earnings) of the Consortium may inure to any members, founders, or contributors. Members receive no compensation as a condition of their membership to the Consortium.

**Section VI - Duties of the Chair:**

1. Preside at all Consortium meetings,
2. Make all committee appointments deemed necessary for the operation of the Consortium,
3. Serve as a member ex-officio of all committees,
4. Provide reports to the Consortium as needed,
5. Execute all papers, documents, and instruments ordered to be executed by the Consortium,
6. Perform all other such duties usually pertaining to the office of Chair and as determined by the Consortium,
7. Publicly represent the Consortium, and
8. Call meetings of the Governing Council.

**Section VII - Duties of the Vice Chair:**

1. Preside at meetings in the absence of the Chair and serve as otherwise needed in absence of the Chair,
2. Assist the Chair in making committee appointments deemed necessary for the operation of the Consortium,
3. Provide reports to the Consortium as needed,
4. Perform all other such duties usually pertaining to the office of the Vice Chair as determined by the Consortium.

**Section VIII - Duties of the Secretary/Treasurer:**

1. Ensure that minutes and attendance are recorded at all meetings of the membership and the Governing Council and ensure that the original is archived with The Community Alliance for the Homeless Liaison.
2. Collect membership dues and other fees as needed, maintaining all membership records,
3. Turn the funds over to The Community Alliance for the Homeless Liaison, and
4. Provide a monthly financial report to the Consortium that includes, but is not limited to, dues collection

**Section IX – Duties of the Continuum of Care Committee Chair** (*appointed by the Consortium’s Chair*):

1. Coordinate the development of Continuum of Care application to the U.S. Department of Housing & Urban Development (HUD) and to the community.
2. Develop and coordinate a Continuum of Care Committee with diverse representation of homeless service provider agencies in Memphis and Shelby County.
3. Establish and oversee a process to evaluate performance of CoC member agencies.

**Section X – Duties of the Executive Director of Community Alliance for the Homeless:**

1. Inform members of the Consortium and solicit input on the Mayors’ Action Plan to End Homelessness and any initiatives that impact the County’s homeless and service agencies.
2. Work to ensure coordination between the Memphis and Shelby County Homeless Consortium and the Mayors’ Committee to End Homelessness.

**Section XI – Duties of the Community Alliance for the Homeless Liaison** (*appointed by Community Alliance for the Homeless, Inc.*): The Staff Liaison will serve as a non-voting member of the Governing Council. The purpose of the position is to provide staff support in carrying out the activities of the Consortium. The position will perform such duties as requested by the Consortium or the Governing Council.

*Some specific responsibilities include:*

1. Assist Treasurer as needed in collection and oversight of dues,
2. Maintain account,
3. Take notes at meetings and draft minutes for the Secretary
4. Disseminate minutes, correspondence and meeting notices,
5. Maintain records and archives of Continuum of Care,
6. Maintain membership lists and attendance records, and
7. Distribute Continuum of Care Consolidated Application to general public, with support of Continuum of Care Committee.

**Section XII – City and County Liaison:** The City of Memphis and Shelby County shall provide a liaison to the Governing Council to coordinate information and activities between local government and the Consortium.

**Section XIII- At-Large Members:** The At-large members shall serve to represent the interests of the various Consortium members and shall fill the needs identified by the Nominations Committee.

**Section XIV – Memphis VA Medical Center Representative:** The Memphis VA Medical Center liaison shall serve as a liaison between the various programs and resources serving veterans who are homeless in Shelby County and shall promote the perspective of veterans.

**Section XV - The Memphis Housing Authority (MHA) representative** shall serve as a liaison between the various programs and resources provided by MHA and shall promote the perspective of people who are homeless or have experienced homelessness.

**Section XVI – Philanthropy Representative:** The Philanthropy Representative shall serve to facilitate communication between grant-making foundations in the community and the Governing Council and shall promote a community-wide perspective on ending homelessness.

**Section XVII – Consumer Representative:** The consumer representative is a former participant of a Continuum of Care (CoC) funded program and helps promote the perspective of participants in the decision-making process of the Governing Council.

**Section XVIII – Duties of the Emergency Housing Partnership/Family Committee Chair** (*appointed by the Consortium’s Chair*):

1. Develop and coordinate an Emergency Housing Partnership/Family Committee with diverse representation of homeless service provider agencies in Memphis and Shelby County.
2. Identify and develop strategies to help families who are homeless gain housing and services that express their expressed needs and preferences.

**Section XIX. Duties of the Youth Committee Chair** (*appointed by the Governing Council’s Chair*):

1. Develop and coordinate a Youth Committee with diverse representation of the homeless serving agencies in Memphis and Shelby County.
2. Identify and develop strategies to help Transition Age Youth (TAY), age 18-24, gain housing and services that fit their expressed needs and preferences.

**Section XX - Resignation and Removal:** Any officer, except the Chair, may resign by tendering a written notice to the Chair. The Chair may resign by tendering written notice to the Consortium. Any officer may be removed by the Consortium whenever, in the judgment of the Governing Council, the best interest of the organization will be served thereby. A 2/3 majority vote of the Governing Council shall be required to remove an Officer. This action will be taken at a duly called meeting of the Governing Council.

**Section XXI- Conflict of Interest:** A conflict of interest is a breach of an obligation that has the effect or intention of advancing one's own interest in a way detrimental to the organization. Conflicts of interest, and even the appearance of a conflict of interest, must be avoided. Officers are to conduct themselves at all times with the highest ethical standards in a manner which will bear the closest scrutiny. Officers shall report possible conflict of interest at the next Governing

Council meeting and receive guidance from the Governing Council on the issue. The Chair and Vice Chair and all members of the Consortium involved in decision-making may not participate in decisions concerning the awards of grants or provision of financial benefits to such members or the organization that such members represent. Members will recuse themselves from considering projects in which they have an interest.

## ARTICLE V – COMMITTEES

**Section I - Standing Committees:** The Governing Council may establish standing and ad hoc committees as the need arises. All standing and ad hoc committees shall consist of sufficient numbers to provide broad representation of the Consortium as appropriate. Unless otherwise specified, all committee members shall be appointed for a term of one year. The Consortium shall specify the duties of the committee.

A. **Governing Council:** Duties defined in Article IV; Section IV

B. **Continuum of Care Committee:** Shall have overall responsibility for the timely, accurate presentation of Memphis and Shelby County’s annual Continuum of Care Consolidated Application to HUD to accompany agency applications. The Continuum of Care Committee shall have at least 51% non-profit and/or service consumer representatives. Sub-committees will be formed as needed.

Duties:

1. Gaps Analysis,
2. Attendance at each annual HUD Continuum of Care Training,
3. Solicitation of new and updated information from the membership and others as needed,
4. Adherence to HUD changes; informing the Consortium membership,
5. Coordination of Continuum of Care Consolidated Application and the agency proposals in an organized fashion, assisting agencies as needed, and
6. Printing and dispersing document to the community as deemed appropriate and affordable by the Consortium membership.

C. **Nominating Committee:** Shall recruit and select qualified, willing members of the Consortium to serve as Governing Council members and present the slate to the membership as requested, filling the gaps in the Governing Council as needed through the approved process in Article IV. Section II.B.1.

D. **HMIS Committee:** Shall provide information and guidance to the Consortium on issues related to the implementation of the Homeless Management Information System. The Committee also ensures that HMIS users meet the established ServicePoint User Policies and Responsibility Statement & Code of Ethics. The Community Alliance for the Homeless HMIS Director will serve as a staff liaison to this committee.

E. **Single Adults Committee:** Shall advocate for resources and services for single adults who are homeless while educating the Memphis and Shelby County community and the Continuum of Care about the needs of single adults who are homeless.

F. **Healthcare Committee:** Shall advocate for households who are homeless to receive access to healthcare while educating the Memphis and Shelby County community and the



Continuum of Care on healthcare needs and available resources for persons who are homeless.

- G. **Emergency Housing Partnership/Families Committee:** Shall coordinate the implementation of the Central Intake System for Families who are homeless, and promote communication between all family service providers. The Committee also advocates for families who are homeless while directly encouraging the representation of families in the Continuum of Care.
- H. **Veterans Committee:** Shall coordinate and identify service needs for veterans who are homeless and their families. Shall serve as the liaison between the Consortium and the Memphis VA Medical Center.
- I. **Youth Committee:** Shall advocate for resources and services for youth age (18-24) who are homeless. Shall identify and develop strategies to help youth who are homeless gain housing and services that fit their expressed needs and preferences. Shall include youth representation on the committee.
- J. **Employment Committee:** Shall work to develop strategies to help households who are homeless gain and maintain employment while educating the Memphis and Shelby County community and the Continuum of Care on available resources.
- K. **Rank and Review Committee:** Shall be responsible for the review, scoring, and ranking of the applications for the annual HUD Continuum of Care (CoC) Competition and the City of Memphis Emergency Solutions Grant Program (ESG). The Rank and Review Committee shall have representation from the Department of Children's Services, Department of Veterans Affairs, the legal field, the research community, a non-CoC/ESG funded provider, philanthropy, the faith community, and a formerly homeless individual.

**Section II – Ad Hoc Committees (special committees):** There shall be special committees as the consortium may create, the membership and duties of which shall be as determined by the Consortium. A special committee shall limit its activities to the accomplishment of the task for which it is appointed and shall have no power to act except such as is specifically conferred by the Consortium. Upon completion of the task for which appointed, a special committee shall stand discharged.

**Section III -- Committee Activities:** Business conducted within established committees will follow the same rules established herein for the overall Consortium activities.

**Section IV -- Limitations on Committee Authority:** The Consortium or the Governing Council must approve all recommendations of the standing and ad hoc committees before action may be taken. No commitments on behalf of the Consortium may be made by any committee chair or members of any committees without the approval of the Consortium or the Governing Council.

**ARTICLE VI – GENERAL PROVISIONS**

**Section I - Fiscal Year:** The fiscal year of the Consortium shall be from July 1 through June 30.


**Section II - Parliamentary Authority:** The rules contained in the current edition of Robert's Rules of Order, Newly Revised, shall be the parliamentary authority for all matters of procedures not specifically covered by these Bylaws.

**Section III - Dissolution of the Consortium:** In the event the Consortium is dissolved and the Consortium owns any assets in excess of those needed to discharge fully its obligations such assets shall be distributed exclusively to other non-profit human service organizations devoted to the health, welfare and well being of citizens of Memphis and Shelby County.

**ARTICLE VII – ADOPTION AND AMENDMENT OF BYLAWS**

These Bylaws may be amended at a regular or special meeting of the Consortium by a two-thirds (2/3) affirmative vote of the members present and voting. Amendments must be in written form and distributed to the members of the Consortium at least two (2) weeks prior to presentation and vote.

The above Bylaws represent the current Bylaws of the Memphis and Shelby County Homeless Consortium as certified this 20th day of June, 2017

By  \_\_\_\_\_  
Ann Daugherty,  
Chair  
Governing Council

Attest:

By  \_\_\_\_\_

Secretary  
Governing Council