



Western Riverside Council of Governments Administration & Finance Committee

AGENDA

**Wednesday, October 13, 2021
12:00 PM**

**Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501**

WRCOG'S OFFICE IS CURRENTLY CLOSED TO THE PUBLIC DUE TO COVID-19

[Join Zoom Meeting](#)

Meeting ID: 859 8120 6607

Password: 101321

Dial in: (669) 900 9128 U.S.

SPECIAL NOTICE – COVID-19 RELATED PROCEDURES IN EFFECT

Due to the State and local recommendations for social distancing resulting from the threat of Novel Coronavirus (COVID-19), this meeting is being held via Zoom under Assembly Bill 361 (Government Code Section 54953) (AB 361). Pursuant to AB 361, WRCOG does not need to make a physical location available for members of the public to observe a public meeting and offer public comment. AB 361 allows WRCOG to hold Committee meetings via teleconferencing or other electronic means and allows for members of the public to observe and address the committee telephonically or electronically.

In addition to commenting at the Committee meeting, members of the public may also submit written comments before or during the meeting, prior to the close of public comment to snelson@wrcog.us.

Any member of the public requiring a reasonable accommodation to participate in this meeting in light of this announcement shall contact Suzy Nelson 72 hours prior to the meeting at (951) 405-6703 or snelson@wrcog.us. Later requests accommodated to the extent feasible.

The Committee may take any action on any item listed on the agenda, regardless of the Requested Action.

- 1. CALL TO ORDER (Karen Spiegel, Chair)**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**

4. PUBLIC COMMENTS

At this time members of the public can address the Committee regarding any items within the subject matter jurisdiction of the Committee that are not separately listed on this agenda. Members of the public will have an opportunity to speak on agenda items at the time the item is called for discussion. No action may be taken on items not listed on the agenda unless authorized by law. Whenever possible, lengthy testimony should be presented to the Committee in writing and only pertinent points presented orally.

5. CONSENT CALENDAR

All items listed under the Consent Calendar are considered to be routine and may be enacted by one motion. Prior to the motion to consider any action by the Committee, any public comments on any of the Consent Items will be heard. There will be no separate action unless members of the Committee request specific items be removed from the Consent Calendar.

A. Summary Minutes from the September 1, 2021, Administration & Finance Committee Meeting

Requested Action(s): 1. Approve the Summary Minutes from the September 1, 2021, Administration & Finance Committee meeting.

B. Finance Department Activities Update

Requested Action(s): 1. Receive and file.

C. Amendment to the Appendix of the WRCOG Conflict of Interest Code

Requested Action(s): 1. Recommend that the Executive Committee adopt WRCOG Resolution Number 24-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments Amending the Conflict of Interest Code Pursuant to the Political Reform Act of 1974.

6. REPORTS / DISCUSSION

Members of the public will have an opportunity to speak on agenda items at the time the item is called for discussion.

A. Inland Regional Energy Network Activities Update

Requested Action(s): 1. Authorize the Executive Director to execute a Joint Cooperation Agreement between Western Riverside Council of Governments, Coachella Valley Association of Governments and San Bernardino Council of Governments for Regional Energy Network development.

B. Overview of UCR's Inland Center for Sustainable Development Sponsorship Opportunity

Requested Action(s): 1. Provide direction regarding a sponsorship request from the Inland Center for Sustainable Development at the University of California, Riverside.

C. Updates to WRCOG JPA and Bylaws

Requested Action(s): 1. Recommend that the Executive Committee direct staff to forward the JPA Amendment to WRCOG member agencies for their approval.
2. Recommend that the Executive Committee adopt

Resolution Number 25-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments amending its Bylaws.

7. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Kurt Wilson

8. ITEMS FOR FUTURE AGENDAS ~ Members

Members are invited to suggest additional items to be brought forward for discussion at future Executive Committee meetings.

9. GENERAL ANNOUNCEMENTS ~ Members

Members are invited to announce items / activities which may be of general interest to the Executive Committee.

10. CLOSED SESSION

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Executive Director

11. NEXT MEETING

The next Administration & Finance Committee meeting is scheduled for Wednesday, November 10, 2021, at 12:00 p.m., virtually via Zoom.

12. ADJOURNMENT

Administration & Finance Committee

Minutes

1. CALL TO ORDER

The meeting of the Administration & Finance Committee was called to order by Chair Karen Spiegel at 12:00 p.m., on September 1, 2021, in WRCOG's office, Citrus Conference Room.

2. PLEDGE OF ALLEGIANCE

Committee member Ben Benoit led members and guests in the Pledge of Allegiance.

3. ROLL CALL

- City of Beaumont - Mike Lara
- City of Jurupa Valley - Chris Barajas
- City of Lake Elsinore - Brian Tisdale
- City of Menifee - Matt Liesemeyer
- City of Norco - Kevin Bash
- City of Perris - Rita Rogers
- City of San Jacinto - Crystal Ruiz
- City of Wildomar - Ben Benoit
- County of Riverside, District 2 - Karen Spiegel (Chair)

4. PUBLIC COMMENTS

There were no public comments.

5. CONSENT CALENDAR – (San Jacinto / Norco) 9 yes; 0 no; 0 abstention. Items 5.A through 5.C were approved.

A. Summary Minutes from the July 14, 2021, Administration & Finance Committee Meeting

Action:

1. Approved the Summary Minutes from the July 14, 2021, Administration & Finance Committee meeting.

B. Single Signature Authority Report

Action:

1. Received and filed.

C. Energy Department Activities Update

Action:

1. Received and filed.

6. REPORTS / DISCUSSION

A. WRCOG Sponsorship / Membership Policy

Rachel Singer, WRCOG Program Manager, reported that WRCOG retains memberships and provides sponsorships for various organizations; all sponsorships are incorporated into the annual Agency budget.

The University of California, Riverside (UCR), Inland Center for Sustainable Development (ICSD) recently approached WRCOG with a request for sponsorship at \$15k. ICSD's recent work relates to the housing industry in the Inland Empire.

Committee members requested a presentation from ICSD in order to determine the benefits to WRCOG.

Action:

1. Received and filed.

B. TUMF Program Nexus Study Update

Christopher Gray, WRCOG Deputy Executive Director, reported that a Nexus Study would identify projects requiring mitigation from new development and requires updating regularly, and takes between 12 and 18 months to complete. The last Nexus Study occurred in 2017. Language in the TUMF Administrative Plan directs staff to return four years after the last Nexus Study.

Growth forecasts have changed and regular updates to the Nexus Study ensures that the TUMF Program is using the best available socioeconomic data. Travel behavior has changed; there is less in-person shopping and more online deliveries. Due to COVID-19, telecommuting has become a viable option for many workers and transit ridership continued to shift to more personal vehicles.

Since the last update in 2017, 25 projects have been completed. Updating the Nexus Study will allow these projects to be removed and presents an opportunity for a comprehensive update to the TUMF Roadway Network.

The TUMF Program currently focuses mainly on roads, bridges, grade separations, and interchanges. Staff have had extensive discussions with the Public Works Committee, which has expressed some interest in adding Intelligent Transportation Systems projects as TUMF-eligible projects.

WRCOG has been asked to look into creating a regional program to mitigate Vehicle Miles Traveled. Staff feels this would be best under a separate proposal, and the Riverside County Transportation Commission and the Riverside Transit Agency have both expressed interest in partnering with WRCOG on this endeavor; the San Bernardino County Transportation Authority is also interested in potentially being a partner.

WRCOG is also proposing an update to the Analysis of Development Impact Fees which was last conducted in 2019 in order to determine the overall impact of TUMF on developmental projects.

Actions:

Recommended that the Executive Committee:

1. Direct staff to begin work on a TUMF Nexus Study update.
2. Direct staff to update the TUMF Administrative Plan to expand the TUMF-eligible project list to include Intelligent Transportation Systems (ITS) projects.
3. Direct staff to work with the Riverside County Transportation Commission and Riverside Transit Agency to evaluate options to mitigate FMT impacts from new development outside of the TUMF Nexus Study update.
4. Direct staff to begin work on an update of the Analysis of Development Impact Fees in Western Riverside County.

(San Jacinto / Jurupa Valley) 9 yes; 0 no; 0 abstention. Item 6.B was approved.

C. PACE Programs Activities Update: Deferral of Judicial Foreclosures on Delinquent PACE Properties

Casey Dailey, WRCOG Director of Energy & Environmental Programs, reported that for the 2020/2021 Tax Year, WRCOG enrolled 39,327 assessments totaling \$116,458,176.62. As of August 10, 2021, the preliminary total delinquency rate is 1.32%, or \$1,542,190.69. At this time last year, the delinquency rate was 1.43%.

In order to ensure a PACE delinquency does not result in a foreclosure, WRCOG partners with First National Assets to purchase the PACE delinquencies. Each year the Executive Committee acts to defer judicial foreclosure since funds are advance to pay such delinquencies.

Action:

1. Recommended that the Executive Committee Adopt Resolution Number 23-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments waiving judicial foreclosure proceeding requirements for delinquent payments of assessments of the Energy Efficiency and Water Conservation Program for Western Riverside County and the California HERO Program.

(San Jacinto / Menifee) 8 yes; 0 no; 0 abstention. Item 6.C was approved.

7. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Kurt Wilson reported that staff are working to recalibrate the Agency and will be bringing items to this Committee in near future meetings to ensure the Agency is moving in the right direction. Due to an uptick in COVID-19, the overall staff time in the office has been reduced.

8. ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

9. GENERAL ANNOUNCEMENTS

Chair Spiegel announced that the State of the County will take place on October 27, 2021, at the Morongo Casino, Resort and Spa. WRCOG staff are working on strategic planning for the Agency. The next Executive Committee meeting will be held virtually as well as in WRCOG's office for those who wish to participate in person.

Committee member Kevin Bash announced that the City of Norco is holding a vigil on September 11, 2021, at the George Ingalls Event Center Arena at 7:00 p.m., in honor of the 13 service men and women recently killed overseas.

10. NEXT MEETING

The next Administration & Finance Committee meeting is scheduled for Wednesday, October 13, 2021, at 12:00 p.m., in WRCOG's office located at 3390 University Avenue, Suite 200, Riverside, for Committee members. Members of the public are encouraged to attend this meeting virtually on the Zoom platform.

11. ADJOURNMENT

The meeting of the Administration & Finance Committee adjourned at 12:44 p.m.



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: Finance Department Activities Update
Contact: Andrew Ruiz, Chief Financial Officer, aruiz@wrcog.us, (951) 405-6740
Date: October 13, 2021

Requested Action(s):

1. Receive and file.

Purpose:

The purpose of this item is to provide an update on the Agency Audit for Fiscal Year 2020/2021 and financials through July 2021.

Background:

Fiscal Year 2020/2021 Agency Audit

WRCOG's annual Agency audit is tentatively scheduled to begin in October 2021. Staff anticipate the audit to be completed by November 2021 and begin presentations to the various committees in December 2021. WRCOG has received the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting for the past seven years and will be applying for the award once the audit has been completed.

Additionally, WRCOG will be submitting a Request for Proposals (RFP) for financial audit services. WRCOG has utilized the services of the audit firm Rogers, Anderson, Malody, and Scott (RAMS) for the past five years to conduct its financial audit.

Financial Report Summary Through July 2021

The Agency Financial Report summary through July 2021, a monthly overview of WRCOG's financial statements in the form of combined Agency revenues and costs, is provided as Attachment 1. These are preliminary numbers and have not yet been finalized for the fiscal year.

Prior Action(s):

October 4, 2021: The Executive Committee received and filed.

Fiscal Impact:

This item is for informational purposes only; therefore, there is no fiscal impact.

Attachment(s):

[Attachment 1 - July 2021 Agency Financials](#)



Western Riverside Council of Governments

Budget to Actuals

For Month Ending July 31, 2021

	Approved Budget 6/30/2022	Actual Thru 7/31/2021	Remaining Budget 6/30/2022
Total Agency Budget			
Revenues			
Member Dues	286,640	286,640	-
Overhead Transfer In	2,000,000	166,667	1,833,333
TUMF Commercial	4,800,000	173,618	4,626,382
TUMF Retail	4,800,000	190,339	4,609,661
TUMF Industrial	7,680,000	402,312	7,277,688
TUMF Single Family	19,200,000	3,174,773	16,025,227
TUMF Multi Family	9,600,000	378,617	9,221,383
TUMF Commerical - Admin Fee	200,000	7,234	192,766
TUMF Retail - Admin Fee	200,000	7,931	192,069
TUMF Industrial - Admin Fee	320,000	16,763	303,237
TUMF Single Family - Admin Fee	800,000	132,282	667,718
TUMF Multi-Family - Admin	400,000	15,776	384,224
Grant Revenue	1,663,000	138,583	1,524,417
Clean Cities Revenue	240,000	151,000	89,000
Solid Waste Revenue	112,970	112,970	-
Used Oil Grants	168,023	168,023	-
Total Revenues	\$ 57,669,021	\$ 5,523,528	\$ 52,145,493
Expenses			
Salaries & Wages - Fulltime	2,745,899	276,239	2,469,660
Fringe Benefits	1,319,884	83,618	1,236,266
Overhead Allocation	1,682,458	140,205	1,542,253
General Legal Services	968,100	180,833	787,267
Commissioners Per Diem	57,500	5,050	52,450
Parking Cost	20,000	4,687	15,314
Office Lease	350,000	37,366	312,634
Fuel Expense	1,500	28	1,472
General Assembly Expense	300,000	58	299,942
Parking Validations	15,450	1,063	14,387
Staff Recognition	1,000	337	663
Coffee and Supplies	3,000	931	2,069
Event Support	95,737	12,560	83,177
Program/Office Supplies	13,700	7,090	6,610
Computer Equipment/Supplies	2,000	1,988	12
Computer Software	102,000	4,000	98,000
Membership Dues	31,750	70	31,680
Subscriptions/Publications	4,250	767	3,483
Postage	5,350	817	4,533
Other Household Expenses	3,250	253	2,997
Storage	5,000	1,058	3,942
Communications - Regular Phone	16,000	3,789	12,211
Communications - Cellular Phones	13,500	3,386	10,114
Communications - Computer Services	53,000	4,617	48,383
Insurance - Errors & Omissions	15,000	9,265	5,735
Insurance - Gen/Busi Liab/Auto	99,500	48,820	50,680
TUMF Project Reimbursement	46,080,000	247,425	45,832,575
Seminars/Conferences	9,650	45	9,605
Travel - Mileage Reimbursement	9,500	183	9,317
Travel - Airfare	4,250	350	3,900
Consulting Labor	2,924,616	373,554	2,551,062
Total Expenses	\$ 57,513,228	\$ 1,831,242	\$ 56,062,777



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: Amendment to the Appendix of the WRCOG Conflict of Interest Code

Contact: Janis Leonard, Administrative Services Manager, jleonard@wrcog.us, (951) 405-6702

Date: October 13, 2021

Requested Action(s):

1. Recommend that the Executive Committee adopt WRCOG Resolution Number 24-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments Amending the Conflict of Interest Code Pursuant to the Political Reform Act of 1974.

Purpose:

The purpose of this item is to recommend that the Executive Committee approve an amendment to the WRCOG Conflict of Interest Code.

Background:

The Political Reform Act (the "Act") requires all state and local agencies to adopt and maintain a Conflict of Interest Code establishing the rules for disclosure of personal assets and the prohibition from making or participating in making governmental decisions that may affect any personal assets. The Conflict of Interest Code must specifically designate all agency positions, except those listed in Government Code section 87200, that make or participate in the making of decisions and assign specific types of personal assets to be disclosed that may be affected by the exercise of powers and duties of that position.

The Act further requires that an agency regularly review and update its Code as necessary when directed by the code-reviewing body or when change is necessitated by changed circumstances (Sections 87306 and 87306.5).

Pursuant to the Act, WRCOG adopted a Conflict of Interest Code which was approved by the Riverside County Board of Supervisors in 2018. Review of the Code shows that it must be amended to include a new position that must be designated and make minor corrections.

Attached is a redline version of the proposed amended Code showing the revisions made to the Conflict of Interest Code.

Upon review of the current Conflict of Interest Code, the below change is needed, as a new position has been added within the list of Designated Positions. Employees with this newly designated title will be required to provide an annual Form 700, Statement of Economic Interest, beginning April 1, 2022.

Title Added: Administrative Services Director

Prior Action(s):

None.

Fiscal Impact:

This item is for informational purposes only; therefore, there is no fiscal impact.

Attachment(s):

[Attachment 1 - CIC Legislative version](#)

[Attachment 2 - CIC Notice of Intention](#)

[Attachment 3 - CIC Resolution 24-21](#)

Attachment 1

Conflict of Interest Code for
WRCOG (Legislative Version)

CONFLICT OF INTEREST CODE

OF THE

WESTERN RIVERSIDE

COUNCIL OF GOVERNMENTS

CONFLICT OF INTEREST CODE **OF THE** **WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS**

(Amended ~~November 5, 2018~~ November 1, 2021)

The Political Reform Act, (Gov. Code § 81000, et seq.), requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. § 18730), that contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the ~~conflict- Conflict of interest- Interest code~~ Code of the **Western Riverside Council of Governments ("WRCOG")**.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **Administrative Services Manager** as WRCOG's Filing Officer. The **Administrative Services Manager** shall make and retain a copy of all statements filed by Members of the Executive Committee, the Executive Director and the Treasurer, and forward the originals of such statements to the Clerk of the Board of Supervisors. The **Administrative Services Manager** shall retain the originals of the statements of all other officials and designated positions and make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code Section 81008.)

APPENDIX
CONFLICT OF INTEREST CODE
OF THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

(Amended ~~November 5, 2018~~ November 1, 2021)

PART “A”
OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

WRCOG Officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18700.3(b), are NOT subject to WRCOG’s Code, but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments¹:

Executive Committee Members, including ex-officio non-voting members
Executive Director
Treasurer
Chief Financial Officer
Investment Consultant

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS
GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS'TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES ASSIGNED</u>
Administrative Assistant	5
<u>Administrative Services Director</u>	<u>5</u>
Administrative Services Manager	5
Deputy Executive Director (ALL)	1, 2
Director of Administration, RCHCA	4
Director of Energy & Environmental Programs	2, 5
Director of Natural Resources, RCHCA	5
Director of Transportation & Planning	1, 2
Fiscal Analyst	4
General Counsel	1, 2
Program Manager, Accounting	4
Program Manager, Environmental	5
Program Manager, HERO	2, 3, 5
Program Manager, Transportation	1, 2
Program Manager, TUMF	1, 2
Program Manager, Government Relations, Planning, and Special Projects	2, 3, 5
Senior Ecological Resources Specialist, RCHCA	2, 3, 5
Staff Analyst (ALL)	5
Technician (ALL)	5

MEMBERS OF BOARDS, COMMITTEES AND COMMISSIONS

<u>DESIGNATED POSITIONS' TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES ASSIGNED</u>
Finance Directors Committee	1, 2
Planning Directors Committee	2, 3, 5
Public Works Committee	2, 3, 5
Solid Waste Committee	2, 5
Technical Advisory Committee	1, 2

Consultants and New Positions²

² Individuals serving as a consultant as defined in FPPC Reg 18700.3(a) or in a new position created since this Code was last approved that makes or participates in the making of decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The Executive Director may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

PART “B”

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designate position must disclose for each disclosure category to which he or she is assigned.³ “Investment” means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of WRCOG.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in or that own real property in the jurisdiction of WRCOG.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of WRCOG.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property in within the jurisdiction of WRCOG.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by WRCOG.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position’s department, unit or division.

³ This Conflict of Interest Code does not require the reporting of gifts from outside this agency’s jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

Attachment 2

Notice of Intention to Amend the
Conflict of Interest Code for
WRCOG

NOTICE OF INTENTION TO AMEND THE CONFLICT OF INTEREST CODE OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

NOTICE IS HEREBY GIVEN that the Executive Committee of the Western Riverside Council of Governments (“WRCOG”) intends to amend WRCOG’s Conflict of Interest Code (the “Code”) pursuant to Government Code section 87306.

The Appendix of the Code designates those employees, members, officers, and consultants who make or participate in the making of decisions and are subject to the disclosure requirements of WRCOG’s Code. WRCOG’s proposed amendment includes a new position that must be designated and make minor corrections.

The proposed amended Code will be considered by the Executive Committee on November 1, 2021, at 2:00 p.m. via Zoom. Any interested person may be present and comment at the public meeting or may submit written comments concerning the proposed amendment. Any comments or inquiries should be directed to the attention of Janis Leonard, Administrative Services Manager, Western Riverside Council of Governments, 3390 University Ave., Suite 200, Riverside, CA 92501-3315; (951) 405-6702. Written comments must be submitted no later than November 1, 2021, at 2:00 p.m.

The proposed amended Code may be reviewed at, and copies obtained from, the office of the Administrative Services Manager, during regular business hours.

Attachment 3

Resolution Number 24-21 amending
WRCOG's Conflict of Interest Code

RESOLUTION NUMBER 24-21

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS AMENDING THE CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the Western Riverside Council of Governments ("WRCOG") and requires all public agencies to adopt and promulgate a Conflict of Interest Code; and

WHEREAS, the Executive Committee adopted a Conflict of Interest Code (the "Code") for WRCOG which was amended on November 5, 2018, in compliance with the Act; and

WHEREAS, subsequent changed circumstances within WRCOG have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update WRCOG's Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in WRCOG being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, notice of the time and place of a public meeting on, and of consideration by the Executive Committee, the proposed amended Code was provided each affected designated position and publicly posted for review at <https://wrcog.us/>.

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the Executive Committee of WRCOG on November 1, 2021, at which all present were given an opportunity to be heard on the proposed amended Code.

NOW THEREFORE, BE IT RESOLVED by the Executive Committee of the Western Riverside Council of Governments as follows:

Section 1. The Executive Committee does hereby adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto (Exhibit A) and shall be on file with the Administrative Services Manager and available to the public for inspection and copying during regular business hours.

Section 2. The said amended Code shall be submitted to the Board of Supervisors of the County of Riverside for approval.

Section 3. The said amended Code shall become effective immediately upon approval by the Riverside County Board of Supervisors.

PASSED AND ADOPTED by the Executive Committee of the Western Riverside Council of Governments on November 1, 2021.

Karen Spiegel, Chair
WRCOG Executive Committee

Kurt Wilson, Secretary
WRCOG Executive Committee

Approved as to form:

Steven DeBaun
WRCOG Legal Counsel

AYES: _____ NAYS: _____ ABSENT: _____ ABSTAIN: _____

Exhibit A

WRCOG Conflict of Interest Code

CONFLICT OF INTEREST CODE

OF THE

WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS

CONFLICT OF INTEREST CODE
OF THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

(Amended November 1, 2021)

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All officials and designated positions required to submit a statement of economic interests shall file their statements with the **Administrative Services Manager** as WRCOG's Filing Officer. The **Administrative Services Manager** shall make and retain a copy of all statements filed by Members of the Executive Committee, the Executive Director and the Treasurer, and forward the originals of such statements to the Clerk of the Board of Supervisors. The **Administrative Services Manager** shall retain the originals of the statements of all other officials and designated positions and make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code Section 81008.)

APPENDIX
CONFLICT OF INTEREST CODE
OF THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

(Amended November 1, 2021)

PART “A”
OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

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It has been determined that the positions listed below are officials who manage public investments¹:

Executive Committee Members, including ex-officio non-voting members
Executive Director
Treasurer
Chief Financial Officer
Investment Consultant

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS
GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS'TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES ASSIGNED</u>
Administrative Assistant	5
Administrative Services Director	5
Administrative Services Manager	5
Deputy Executive Director (ALL)	1, 2
Director of Administration, RCHCA	4
Director of Energy & Environmental Programs	2, 5
Director of Natural Resources, RCHCA	5
Director of Transportation & Planning	1, 2
Fiscal Analyst	4
General Counsel	1, 2
Program Manager, Accounting	4
Program Manager, Environmental	5
Program Manager, HERO	2, 3, 5
Program Manager, Transportation	1, 2
Program Manager, TUMF	1, 2
Program Manager, Government Relations, Planning, and Special Projects	2, 3, 5
Senior Ecological Resources Specialist, RCHCA	2, 3, 5
Staff Analyst (ALL)	5
Technician (ALL)	5

MEMBERS OF BOARDS, COMMITTEES AND COMMISSIONS

<u>DESIGNATED POSITIONS' TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES ASSIGNED</u>
Finance Directors Committee	1, 2
Planning Directors Committee	2, 3, 5
Public Works Committee	2, 3, 5
Solid Waste Committee	2, 5
Technical Advisory Committee	1, 2

Consultants and New Positions²

² Individuals serving as a consultant as defined in FPPC Reg 18700.3(a) or in a new position created since this Code was last approved that makes or participates in the making of decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The Executive Director may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

PART “B”

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designate position must disclose for each disclosure category to which he or she is assigned.³ “Investment” means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of WRCOG.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in or that own real property in the jurisdiction of WRCOG.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of WRCOG.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property in within the jurisdiction of WRCOG.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by WRCOG.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position’s department, unit or division.

³ This Conflict of Interest Code does not require the reporting of gifts from outside this agency’s jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: Inland Regional Energy Network Activities Update

Contact: Casey Dailey, Director of Energy & Environmental Programs, cdailey@wrcog.us, (951) 405-6720

Date: October 13, 2021

Requested Action(s):

1. Authorize the Executive Director to execute a Joint Cooperation Agreement between Western Riverside Council of Governments, Coachella Valley Association of Governments and San Bernardino Council of Governments for Regional Energy Network development.

Purpose:

The purpose of this item is to provide an update on the development and status of approval for the Inland Regional Energy Network (I-REN).

Background:

On December 3, 2018, the WRCOG Executive Committee authorized a joint cooperative agreement amongst WRCOG, the Coachella Valley Association of Governments (CVAG), and the San Bernardino Council of Governments (SBCOG) to move forward with the coordination and development of a Regional Energy Network (REN) between the three agencies.

On May 6, 2019, the WRCOG Executive Committee authorized the execution and submittal of a Professional Services Agreement with Frontier Energy & Bluepoint Planning for the development of a Business Plan, or application, to the California Public Utilities Commission (CPUC) to establish the Inland Regional Energy Network, or I-REN.

On February 26, 2021, the I-REN Business Plan was submitted to the CPUC for consideration to authorize I-REN as a Program Administrator in the State of California, thereby enabling access to the Public Goods Charge funds administered by the CPUC.

On June 30, 2021, the joint cooperative agreement between WRCOG, CVAG, and SBCOG expired.

Introduction

What are Regional Energy Networks?: Regional Energy Networks, or RENs, are coalitions of local governments created to administer energy efficiency programs independent of Investor-Owned Utilities (IOU), such as SCE and SoCal Gas. RENs exist to support California's energy efficiency goals and to:

- Provide programs and services that IOUs are unable to implement

- Provide programs and services that serve hard to reach communities
- Develop and implement programs and services that are replicable throughout California

There are three other RENs that exist in California: BayREN (administered by the Association of Bay Area Governments), SoCal REN (administered by Los Angeles County), and 3C-REN (administered by Ventura County); I-REN would be the fourth and would exist to exclusively serve Inland Southern California communities. Attachment 1 is a recently published article by the California Association of Councils of Governments (CALCOG) that highlights the work of BayREN and provides broad examples of the work RENs do in California.

What do Regional Energy Networks do / Don't do?: Examples of programs and projects I-REN will focus on include providing technical assistance to participating agencies to support facility improvements designed to reduce energy consumption; workshops and trainings for local building departments and the building community on updates and changes to Title 24 of the California Building Code; and expansion of career training and certification programs to support increasing the clean energy workforce in Riverside and San Bernardino Counties.

I-REN will not be providing any programs or services related to residential or commercial financing programs, like PACE did. I-REN will also not be buying electricity, like WCE did. RENs function more like a long-term grant from the CPUC, with the services and projects provided by the REN funded exclusively through the annual allocated budget, as will be discussed further below.

What Kinds of Programs / Projects Will I-REN Administer?: As mentioned previously, I-REN will focus its activities in three distinct areas: Public Sector, Codes & Standards, and Workforce Education & Training. The vision of the I-REN is to connect residents, businesses, and local governments to a wide range of energy efficiency resources to increase energy savings and equitable access throughout Riverside and San Bernardino Counties.

1. Public Sector: I-REN will work with local government building staff to identify and implement energy efficiency projects such as indoor / outdoor lighting, water upgrades, heaters / boilers, and smart building upgrades, and will also investigate innovative projects such as microgrids / battery storage systems. Along with these resources, the Public Sector Program for I-REN will also support agencies with funding resources for project completion.
2. Codes & Standards and Workforce: I-REN will work closely with local government building staff such as Planning and Building Departments to offer training / resources that will help to support, train, and enable long-term streaming of energy code compliance. Examples of resources will be online webinars / forums on Energy Compliance, in-person trainings, and online software systems to assist with building permits for energy projects such as cool roofs, HVACs and solar / microgrids systems.
3. Workforce Education & Training: I-REN will work with local community colleges, universities, County Workforce Investment Boards, union workers / contractors and other training providers to identify energy efficiency curriculum such as HVAC, smart controls, and renewable technology to help assist the region to develop a trained workforce to support and realize energy efficiency savings goals across sectors.

Where Does the Money Come From?: RENs are funded by California utility ratepayers through the Public Goods charge levied on regular bills by IOUs, such as SCE and SoCal Gas. Those charges are then administered by the CPUC to fill the gaps in activities that IOUs cannot or do not intend to

undertake. There is approximately \$600,000,000 available annually from the Public Goods charge and all funding related to I-REN will come from this source. There is no charge for member agencies to participate in I-REN. The only exception would apply to agencies that have a municipally-owned utility. For those jurisdictions with a municipally-owned utility, participation would be limited to gas savings efforts.

The proposed I-REN budget over six years is \$65,968,321. Each year, I-REN will submit its updated annual budget information for consideration by the CPUC. Over time, as I-REN is established and begins administering programs, adjustments to the budget and areas served can be made based on the needs of the member agencies.

What is the Risk to WRCOG / Member Agencies?: Participation in I-REN will be open and welcome to all public sector agencies within Riverside and San Bernardino Counties at no cost. Once launched, a website will be developed to provide transparent access and information on engaging and participating in I-REN's programs and activities. Working groups will also be established to encourage participation from member agencies as well as broader partners including community colleges, tribal governments and the building industry. In the event of a catastrophic failure or a determination that I-REN is not effective in its stated mission and purpose, there would be no financial obligation or risk to any participating agency.

Support for I-REN: Over the course of the past two years, staff from WRCOG, CVAG, and SBCOG have met with dozens of stakeholders, tribal governments, potential partners, interested parties, and many others to socialize the I-REN concept and seek interest and support. The following list represents letters of support received for I-REN to date:

Regional Letters

- Southern California Association of Governments (SCAG)

CVAG Letters

- City of Cathedral City
- City of Indian Wells
- City of Indio
- City of La Quinta
- City of Palm Springs

SBCOG Letters

- County of San Bernardino
- City of Chino
- City of Chino Hills
- City of Colton
- City of Highland
- City of Rancho Cucamonga
- City of San Bernardino
- City of Twentynine Palms

WRCOG Letters

- County of Riverside Fourth District Supervisor
- City of Banning
- City of Canyon Lake
- City of Eastvale
- City of Jurupa Valley

- City of Lake Elsinore
- City of Menifee
- City of Moreno Valley
- City of Murrieta
- City of Temecula
- City of Wildomar

Current Issue & Next Steps

As previously mentioned, the joint cooperative agreement between the three COGs expired on June 30, 2021. All parties are interested in continuing the cooperative and cost sharing amongst the agencies to support the final steps needed to obtain approval of I-REN. Since expiration of the agreement, there have been additional costs incurred by the consultant team to prepare and respond to comments and questions from the CPUC. For the other COGs to submit payment for invoices received, a new agreement is needed. Additionally, staff is requesting an additional \$15,000 for WRCOG to have sufficient funding available in the event additional work is needed by the consultant staff; however, WRCOG staff does not anticipate significant work needed from the consultant. Based on feedback from CPUC staff, it is anticipated that a final approval for I-REN will be issued towards the end of calendar year 2021. Staff is requesting approval of a new joint cooperative agreement through June 30, 2022.

Prior Action(s):

December 3, 2018: The Executive Committee authorized a joint cooperative agreement amongst WRCOG, the Coachella Valley Association of Governments (CVAG), and the San Bernardino Council of Governments (SBCOG) to move forward with the coordination and development of a Regional Energy Network (REN) between the three agencies.

Fiscal Impact:

The fiscal impact of this item is \$15,000 for WRCOG and will be paid from the approved budget for the I-REN.

Attachment(s):

[Attachment 1 - Cooperative Agreement with CVAG and SBCOG](#)

[Attachment 2 - CALCOG article](#)

[Attachment 3 - I-REN Infographic](#)

Attachment 1

Joint Cooperation Agreement
between WRCOG, CVAG, and
SBCOG

COOPERATIVE AGREEMENT NO. 22-1002690
BY AND BETWEEN
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
AND
SAN BERNARDINO ASSOCIATED GOVERNMENTS
AND
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
FOR
REGIONAL ENERGY NETWORK (REN) DEVELOPMENT WITH FRONTIER
ENERGY, INC.

THIS COOPERATIVE AGREEMENT (“Contract”) is made and entered into by and between the Coachella Valley Association of Governments (“CVAG”), whose address is 73-710 Fred Waring Dr #200, Palm Desert, CA 92660; San Bernardino Associated Governments (“SANBAG”), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and the Western Riverside Council of Governments (“WRCOG”), whose address is 3390 University Ave Suite #200, Riverside, California 92501. The CVAG, SANBAG and WRCOG are each a “Party” and collectively the “Parties.”

RECITALS:

WHEREAS, on April 4, 2019, WRCOG contracted with Frontier Energy, Inc. (“VENDOR”) to conduct a business plan development for the implementation of a Regional Energy Network (REN) in Riverside and San Bernardino counties; and

WHEREAS, VENDOR’s work is described in Attachment A and is defined as the “PROJECT”; and

WHEREAS, the Parties wish to enter into this Contract to delineate roles, responsibilities, and funding commitments relative to the PROJECT; and

WHEREAS, CVAG and SANBAG have requested WRCOG to coordinate the PROJECT.

NOW, THEREFORE, the Parties agree as follows:

I. WRCOG RESPONSIBILITIES:

- A. To designate a Project Manager to represent WRCOG through whom all communications between the Parties shall be channeled.
- B. To provide CVAG and SANBAG with a proposed project schedule to complete the PROJECT.

- C. To include CVAG and SANBAG in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CVAG and SANBAG with copies of PDT meeting minutes and action items.
- D. To make all PROJECT work performed available for review and comment by CVAG and SANBAG.
- E. To invoice CVAG and SANBAG on a quarterly basis for funds sufficient to cover the costs for the specific payment period.

II. CVAG AND SANBAG RESPONSIBILITIES:

- A. To designate a responsible staff member that will be each Party's respective representative for purposes of attending the PDT meetings, receiving day-to-day communication and reviewing the PROJECT documents.
- B. To be responsible for payment of a total amount not to exceed \$15,000 (fifteen thousand) each for CVAG's and SANBAG's respective portion of the PROJECT, and to pay WRCOG's invoices within sixty (60) days of receipt.

III. MUTUAL RESPONSIBILITIES:

- A. The scope of the PROJECT is depicted in Attachment A, which is attached to this Contract and by this reference is incorporated herein.
- B. CVAG and SANBAG agree WRCOG is coordinating completion of PROJECT. Estimated costs to complete the PROJECT are included as Attachment B to this Contract.
- C. Neither CVAG, SANBAG, nor any officer, director, employee or agent thereof, is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by WRCOG under or in connection with any work, authority or jurisdiction delegated to WRCOG under this Contract. It is understood and agreed that, pursuant to Government Code Section 895.4, WRCOG shall fully defend, indemnify and save harmless CVAG, SANBAG, and their officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by WRCOG under or in connection with any work, authority or jurisdiction delegated to WRCOG under this Contract. WRCOG shall include this requirement in its contract with VENDOR.
- D. The term of the Contract shall continue in full force and effect through completion and closeout of the PROJECT or on June 30, 2022, whichever is earlier in time. Should any claims arising out of the PROJECT be asserted against one or more of the PARTIES, the PARTIES agree to extend the fixed termination date of this Contract until such time as the claims are settled, dismissed or paid.

- E. WRCOG shall require VENDOR to name CVAG and SANBAG as additional insureds under any applicable insurance policies that WRCOG requires VENDOR to obtain and maintain for work under its contract with WRCOG.
- F. The signatories hereto warrant that they are duly authorized to execute this Contract on behalf of said Parties and that, by so executing this Contract, the Parties hereto are formally bound to this Contract.
- G. Except on subjects preempted by Federal law, this Contract shall be governed and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, and federal laws and ordinances with respect to the performance under this Contract.
- H. The Parties agree that they shall maintain and make available for inspection all books, records, papers, accounting records, or other documents pertaining to the performance of the PROJECT, including but not limited to, the costs associated with the PROJECT. The Parties shall make all such items available at their respective offices at reasonable times during the Contract term and for three years from the date of PROJECT completion. The Parties agree that all duly authorized representatives shall have access to the documents during normal business hours.
- I. If any clause or provision of this Contract is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the PARTIES that the remainder of this Contract shall not be affected but shall remain in full force and effect.
- J. This Contract can be amended with a written amendment when authorized and duly executed by all Parties.
- K. In the event of litigation arising from this Contract, each Party to this Contract shall bear its own costs, including attorney(s) fees. This provision does not affect the obligations set forth in Sections III. C. and D.
- L. This Contract may be signed in counterparts, each of which shall constitute an original.
- M. Any notice required or authorized to be given hereunder or any other communications between the Parties provided for under the terms of this Contract shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by email or by facsimile addressed to the relevant party at the address/fax number stated below.
- N. Notice given under or regarding this Contract shall be deemed given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested). Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.

To WRCOG	To SANBAG
-----------------	------------------

3390 University Avenue, #200	1170 W. 3rd Street, 2nd Floor
Riverside, CA 92501	San Bernardino, CA 92410-1715
Attn: Kurt Wilson	Attn: Duane Baker
Cc: Casey Dailey	Cc: Procurement Manager
Phone: (951)_ 405-6700	Phone: (909) 884-8276

To WRCOG	To CVAG
3390 University Avenue, #200	73-710 Fred Waring Dr #200
Riverside, CA 92501	Palm Desert, CA 92260
Attn: Kurt Wilson	Attn: Tom Kirk
Cc: Casey Dailey	Cc: Jodi Ross-Borrego
Phone: (951)_ 405-6700	Phone: (760) 346-1127

- O. The Recitals stated above are true and correct and are incorporated by this reference into the Contract.
- P. Attachment A and Attachment B are attached to this Contract and by this reference are incorporated herein.
- Q. The Effective Date of this Contract with WRCOG shall be July 1, 2021.

----- **SIGNATURES ON THE FOLLOWING PAGE** -----

IN WITNESS WHEREOF, the Parties have executed this Contract on the day and year written below.

WRCOG

SANBAG

By: _____
Kurt Wilson
WRCOG Executive Director

By: _____
Raymond W. Wolfe
Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Steven DeBaun
General Counsel

By: _____
Julianna K. Tillquist
General Counsel

CVAG

CONCURRENCE:

By: _____
Tom Kirk
CVAG Executive Director

By: _____
Jeffery Hill
Procurement Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Michael Jenkins
General Counsel

CONCURRENCE:

By: _____
TBD

ATTACHMENT A PROJECT DESCRIPTION

SCOPE OF WORK

Project Understanding and Approach

For more than ten years, the Frontier Energy and Bluepoint Planning Team (hereafter referred to as the Team) has worked with all of the local governments who now form the SoCalREN, BayREN, and 3C-REN. Our Team has been on the journey with them as they started Energy Efficiency programs under the American Recovery and Reinvestment Act (ARRA) and Energy Upgrade California, through the work to secure a long-term role for local governments within the CPUC ratepayer-funded energy efficiency programs. This experience has provided insights, understanding, and a unique ability to navigate the complexities of developing and assisting with the implementation of a REN Business Plan. Specifically, this experience informs the effort we would undertake with the Client Team, which includes the following key elements:

1. Continuing to assess existing IOU programs in the regions, identifying market needs, determining potential gaps, and potential audiences that fall within the REN criteria. This includes incorporating a strategy that the CPUC, IOUs, and stakeholders will support.
2. Discussing and continuing to help formulate a general governance and organizational approach for the future REN.
3. Continuing to fine-tune the development of a portfolio-level vision, along with defined sector goals and strategies, including providing guidance and assistance with the sectors the REN has identified in their business plan, and how the REN may begin to implement these strategies.
4. Refining and quantifying the sector-level approaches and narrative to operationalize the strategies.
5. Establishing and assisting in the implementation of an appropriate Marketing, Outreach, and Education (ME&O) strategies, Workforce Education and Training (WE&T) support, and evaluation, measurement and verification elements (EM&V).
6. Continue to review and provide guidance regarding Portfolio level budgets with required cost effectiveness calculations, and appropriate levels of administration, marketing and evaluation budgets.
7. Identifying and refining appropriate metrics in line with approved business plan metrics and the REN focus.

Developing and implementing a Business Plan involves wrangling big-picture ideas into actionable documentation. The Team proposes ongoing collaborative discussions with the Client Team to further fine-tune an effective and detailed Business Plan outline as well as discuss implementation strategies.

Task 1: California Public Utilities Commission (CPUC) Energy Division support

As a new Program Administrator, developing key relationships and allies within CPUC and with other stakeholders is an essential part of the Team's strategy for REN development and implementation. It's critical that the Client Team develop these relationships and have an active presence with the CPUC. To support the long-term success of the REN, the Team plans to use its connections and experience to support the Client Team's staff in representing the REN at key meetings.

Gaining authorization as a REN does not begin with submission of necessary documents. The Team proposes to orchestrate introductions and stakeholder buy-in between the REN and key CPUC Energy Division staff including those overseeing RENs, reporting, and other relevant departments. Likewise, to mitigate intervenor protests or other forms of opposition, we propose to facilitate ongoing discussions between known groups who may challenge the creation of this REN.

Frontier Energy has notable experience in regulatory support for proceedings at the CPUC and Energy Commission. On behalf of the BayREN, 3C-REN, and previously the SoCalREN, Frontier Energy has supported reporting, filing, and many other necessary data exchanges to meet CPUC requirements. Thanks to our successful experience operating within the CPUC framework, the Team will provide time- and cost-effective guidance on planning and execution of filings to minimize supplemental filings and informal requests for more information. Further, BluePoint Planning's location in the Bay Area can serve to facilitate in-person meetings with CPUC when needed. BluePoint currently provides ongoing coordination and strategic support to the three RENs through monthly coordination calls, including alignment of regulatory comments, identification of potential opportunities and relevant new proceedings for the RENs, and joint communications and messaging to the CPUC and key decision makers. As the newest REN contender, the Client Team would be welcomed and encouraged to join these conversations to learn directly from existing RENs.

The Team proposes the following key services and products for regulatory proceeding support:

- Continue to support Client Team's discussion and negotiate Business Plan comments and revisions with CPUC staff.
- Track, research, and analyze regulatory and legislative proceedings.
- Provide guidance on regulatory proceedings including drafting comments, responses, and addressing protests.
- Develop and implement reporting protocols and schedules; coordinate and oversee reporting activities with program implementers.
- Support client counsel with inputs to regulatory filing protocol.

Key Deliverables:

- Reporting protocol and schedule development

- Guidance to prepare for CPUC meetings

Task 2: California Energy Efficiency Coordinating Committee (CAEECC) Stakeholder support

Similar to the Team's proposed approach with the CPUC, the Team proposes to support the Client Team with ongoing support and context for navigating the CAEECC stakeholder process. The Team will maintain a calendar of key dates and deadlines, a roster of key stakeholders, and will manage the review cycle. However, the Client Team should remain the face of the REN with the CAEECC. The Team will instead serve an advisory/consultative role to help prepare and guide the Client Team staff.

The Team will also support with framing responses to comments received during the CAEECC process. As with any stakeholder process, public comments can vary in detail and technical scope. We will support the Client Team in determining the best process to address all comments received, whether in the Business Plan or elsewhere. The Team has the experience to identify which feedback items are critical for implementation, and which feedback items are helpful as general guidance that can be considered for future activities. The Team's goal when responding to feedback is to stay focused on meeting the near-term milestones for approval, without losing track of big-picture goals and opportunities.

The Team has been part of the CAEECC stakeholder process since CAEECC's inception. We have helped 3C-REN position itself for launch as a REN and guided it through its stakeholder engagement process into approval, and supported both SoCalREN and BayREN as they navigated later steps in the CAEECC cycle. Our experience has shown that while RENs do not have the same resources as IOUs when working with the CAEECC, RENs can still focus their efforts wisely to successfully provide updates, gather feedback, and iterate their plans in alignment with CPUC direction. With our experience, the REN will enter CAEECC meetings prepared and confident, without requiring extensive over-preparation or IOU-level staff resources.

That said, even with strategic counsel and support, the Client Team should anticipate that the CAEECC process can be lengthy, and that sometimes minor requests from the CAEECC can result in significant delays. Notably, the CAEECC full meetings occur only quarterly, and the Client Team should anticipate providing updates when needed. The Team will advise the Client Team on the best way to coordinate the CAEECC process and manage timeline expectations accordingly.

The Team proposes the following key services and products for CAEECC support:

- Provide strategic guidance on managing key CAEECC processes.
- Provide context on CAEECC stakeholders.

- Support WRCOG, CVAG and SBCOG in preparing for representation at CAEECC meetings, including coordinating planning meetings.
- Maintain a schedule of key dates and deadlines, including managing an internal development schedule, to ensure the REN is prepared for all key deliverables.
- Support the REN in determining responses to comments received during the CAEECC process.

Key Deliverables:

- Schedule of key dates and deadlines for CAEECC process
- Support for CAEECC meeting preparation
- Support in responding to CAEECC feedback

ATTACHMENT B
PROJECT COST ESTIMATE

			TOTAL
SANBAG			\$15,000
WRCOG			\$15,000
CVAG			\$15,000
TOTAL			\$45,000

Attachment 2

ABAG & BayREN: a Regional Model
for Energy Efficiency



Menu



ABAG and BayREN: a Regional Model for Energy Efficiency

By Diana Williams on September 9, 2021



Special thanks for to our Summer Intern from UC Riverside, Celine Hoang, for her help in identifying, researching, drafting, and fact checking this story!

Whether it's offering rebates for energy-efficient upgrades or creating maps that reveal where energy use is highest, the Bay Area Regional Energy Network (BayREN) is playing a crucial role in helping cities, counties, and residents in the Bay Area increase energy efficiency and save money.

The BayREN program is a whole portfolio of services offered by the Association of Bay Area Governments (ABAG) with the nine area counties. As the name suggests, BayREN operates as a network of the San Francisco Bay Area's cities and counties. It provides the typical council of government function of knitting together and augmenting the expertise of local governments. But in this case the service is to provide money-saving energy efficiency measures to Bay Area residents and businesses.

Filling Service Gaps

The role of a Regional Energy Network (there are three—soon to be four—in the state) is to fill service gaps not undertaken by investor-owned utilities (IOUs). The program focuses on “hard to reach” customers (by language, income, and geography).

With an annual budget of \$24 million, BayREN draws on the expertise, experience, and track records of local governments to create and administer a range of energy- and water-efficiency programs. To date, BayREN's programs have saved money and resources for Bay Area residents and businesses by providing:

- [Financing and Rebates](#) that offer incentives for a range of energy efficiency upgrades to single- and multi-family buildings. BayREN's services for businesses include [micro-loans](#) with zero interest for installation of energy-saving appliances.
- [Education and Training](#) that includes access to free [energy advisors](#) who can help identify energy saving opportunities in single-family homes and multi-family buildings. Other [trainings and tools](#) help keep city and county staff abreast of the ever-evolving codes and standards governing energy efficiency. BayREN also gears education for Realtors to help build knowledge about the benefits of energy efficient homes.



- Workforce development that helps ensure enough people are trained to enter the fast-growing field of green energy. In partnership with the [Rising Sun](#) Energy Center, BayREN offers job training that teaches young people to make “green house calls,” offering personalized recommendations for savings and helping install new equipment to help lower energy- and water-use.

As with all energy networks in California, BayREN's programs must have the potential to scale energy savings geographically, yet offer tailored services to fit the needs of individual communities.

“We offer economies of scale for jurisdictions across our entire region, but the outreach is localized,” said Jenny Berg, Manager of BayREN. “What works in Nap. may not work in Santa Clara County. It’s the same program, but the approach can vary depending on the place.”

Noble Towers Case Study

BayREN Noble Tower Apartments Saves Energy



Noble Towers provides senior affordable housing in Oakland. The building had a deteriorating boiler and an antiquated system that mixed hot and cold water. Under BayREN's multifamily building enhancements program, the property owner received free consulting and a \$750-per-unit rebate for upgrades. Energy use decreased by 18 percent, reducing residents' utility bills.

Since 2014, BayREN has issued \$19 million in rebates to improve 26,000 units on 380 properties, saving nearly 850,000 therms of gas and 11.7 million kilowatt hours of electricity.

How It Works & Funding

Bay REN, and its sister energy networks, are primarily funded by California utility ratepayers through the Public Goods charge levied on regular bills by investor-owned utilities (IOU). Those charges are then administered by the California Public Utilities Commission (CPUC) to fill the gaps in activities that investor-owned utilities cannot or do not intend to undertake.

For about the past decade, ABAG has partnered with the nine Bay Area counties to become the Bay Area Regional Energy Network, known as BayREN for short. They receive more than \$20 million a year from the CPUC to fund rebates, educational efforts, and other programs, with additional funds comes from member agencies, state and federal agencies, and foundations.

The program is implemented through a memorandum of understanding (MOU) between ABAG and its nine Bay Area counties. Each member agency designates a voting member to a "Coordinating Circle," which makes decisions over all policy, high-level programmatic issues, and budgets. BayREN staff also report directly to the ABAG board and county boards.

New "Energy Atlas" Supports Climate Action Planning

BayREN's latest innovation is a first-of-its kind energy use tracker called the [Energy Atlas](#). Developed in partnership with the California Center for Sustainable Communities at UCLA, the Atlas is an interactive map that allows planners and residents to compare five years' worth of electricity and natural gas usage from the county level down to specific census tracts. It can show success stories and hot spots, allowing cities to target energy-efficiency strategies.

"We see the Atlas as a really important tool for putting information about energy use directly into the hands of people and local governments," said Berg.

Building off PG&E-sourced data, the Atlas allows users to delve into energy use based on geography, residential income levels and building type, size and age. It can help local governments with climate action planning by answering question: such as:

- How does energy consumption vary by density, income level, or industry?
- What types of buildings have the highest energy intensity per square foot?
- How does energy consumption compare between single-family and multi-family homes in different parts of the region?

Another Regional Network Rises

Taking a page from ABAG's playbook, three CALCOG members—the Western Riverside Council of Governments (WRCOG), with the Coachella Valley Association of Governments (CVAG), and the San Bernardino Council of Governments (SBCOG)—submitted an application (technically, a business plan) to the CPUC to create the [Inland Regional Energy Network](#), or (I-REN) in February this year.

With a proposed \$10 million budget request, I-REN would serve 52 cities and two counties in an area the size of South Carolina (26,000 square miles). The proposed I-REN would help to increase energy efficiency through programs a

projects that target education, rebates, trainings, tools and workforce development.

“We felt it was important to have a REN that was crafted specifically for Inland communities – our climate zones, our mix of urban, rural and frontier areas,” said Casey Dailey, Director of Energy and Environment Programs at WRCOG. “There is an opportunity to come together and be more efficient about helping many of our hard-to-reach places.”

The CPUC is expected to make a decision on I-REN by the end of 2021, Dailey said.

Resources

- [BayREN Website](#) (Program Descriptions)
- [BayREN Annual Efficiency Report](#): Overview of BayRen Programs (2020)
- [BayREN Process Evaluation](#); Summary of Governance and Program Evaluation (2019)
- [More BayREN reports](#) (Resources Page)
- Coachella Valley Association of Governments: [Staff Report](#): Summary how RENs fit into local energy programs. (2018)
- [WRCOG Slides](#) Outlines considerations in making application to become a REN (2019)
- California Public Utilities Commission: [Policy Framework for Regional Energy Networks](#) (2019)
- For a fuller definition by the CPUC’s on “hard-to-reach” customers, see [this guidance on pages 42 and 43](#).
- CVAG-WRCOG-SBCOG: [Application \(Business Plan\) for REN](#) (2021)
- [Definition of “Hard to Reach” Customers and Communities](#) (See pps 39 to 49)

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REGIONS AT WORK

JANUARY 26, 2021

'Green Streets' Mean Cleaner Water for San Mateo C/CAG

When Matt Fabry looks at a street in San Mateo County, he doesn't just see a surface that conveys cars. He sees an entire system of water travel – sto...

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Upcoming Events



23 24

SEP

CALIFORNIA TRANSPORTATION COMMISSION
TOWN HALL (LAKE TAHOE)

1 Day 4:58:40 Time

24 CALIFORNIA NATIVE AMERICAN DAY

SEP

26
SEP

NARC EXECUTIVE DIRECTORS CONFERENCE

29
SEP

CDAC BRIEFING

06
OCT

CALIFORNIA CLEAN AIR DAY

10
OCT

GOVERNOR'S SIGH/VETO DEADLINE

13
OCT

14 CALIFORNIA TRANSPORTATION COMMISSION
MEETING (BAKERSFIELD)

13
OCT

REAP PROGRAM LEADS MEETING

21
OCT

CDAC BRIEFING



Contact

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Attachment 3

I-REN Infographic

I-REN

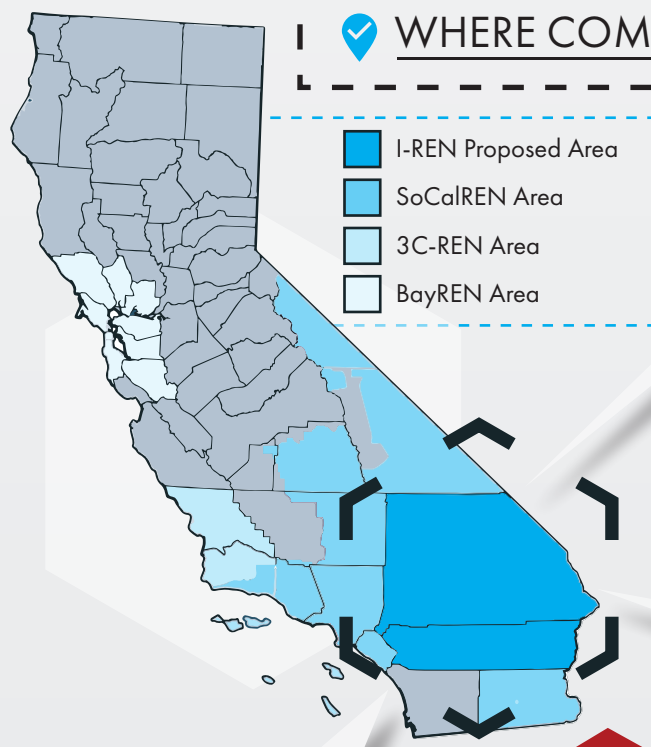
INLAND REGIONAL ENERGY NETWORK

WHAT IS THE I-REN?

The Inland Regional Energy Network (I-REN) is an exciting new offering of nearly \$10 Million per year in energy efficient programs and services specifically designed and tailored for Inland Southern California.

NEARLY \$10 MILLION PER YEAR
IN ENERGY EFFICIENT PROGRAMS

WHERE COMMUNITY, ENERGY & EQUITY INTERSECT



COMMUNITY

I-REN WOULD BE THE

1ST TO UNIFY AN INLAND COMMUNITY

AND IS AN OPPORTUNITY TO SEIZE LOCAL CONTROL

EQUITY

The Establishment of the I-REN is the opportunity for Inland SoCal to receive its FAIR SHARE.

Communities That Pay Surcharge

Communities Served by REN

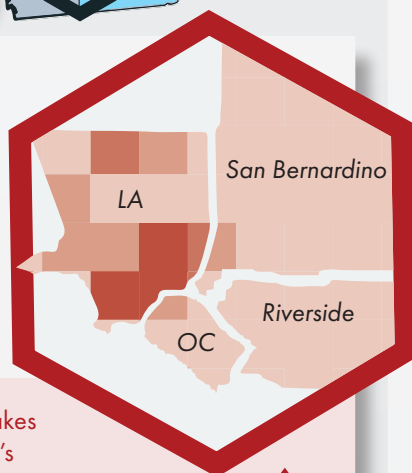
Communities That Administer REN

I-REN would fall into this category.

ENERGY

Rate payer dollars are already allocated to the development of energy efficiency programs (like RENs) by the CPUC.

The Inland SoCal region makes up over 20% of SoCal REN's population yet few energy projects have been completed in the inland region.



HEAT MAP OF PROJECTS IN LA COUNTY VS INLAND SoCAL COUNTIES.



How Can We Leverage Local Control?

The establishment of an I-REN through the three Councils of Governments (COGs) will maximize local resources and input to best serve the unique and diverse needs of our communities.

The I-REN will leverage the three COGs':

- Existing committee structures
- Member input and program customization
- Administrative oversight
- Program delivery for equitable outcomes

What Will Be I-REN's Impact?



Goal 1: Capacity Building

Build capacity and knowledge to enable local governments to effectively leverage energy efficiency services and to demonstrate best practices.

Example:
Public Agency Program Services | SoCalREN



Goal 2: Strong Workforce

Ensure there is a trained workforce to support and realize energy efficiency savings goals across sectors.

Example:
Building Performance Training | 3C-REN



Goal 3: Scalable Tools and Resources

Work closely with local building departments and building industry to support, train and enable long-term streamlining of energy code compliance.

Example:
BayREN Codes & Standards | BayREN



A Timeline of Support Through the Years





Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: Overview of UCR's Inland Center for Sustainable Development Sponsorship Opportunity

Contact: Rachel Singer, External Affairs Manager, rsinger@wrcog.us, (951) 405-6754

Date: October 13, 2021

Requested Action(s):

1. Provide direction regarding a sponsorship request from the Inland Center for Sustainable Development at the University of California, Riverside.

Purpose:

The purpose of this item is to receive a presentation from the University of California, Riverside's Inland Center for Sustainable Development on the benefits of membership.

Background:

At the September 1, 2021, Administration & Finance Committee meeting, WRCOG staff provided a presentation on agency policy and practices as it relates to membership and sponsorship opportunities. This presentation also specifically asked the Committee to provide direction on a sponsorship request from the University of California, Riverside's Inland Center for Sustainable Development (ICSD). The Committee requested additional information and staff has coordinated a presentation from ICSD staff.

Recently, WRCOG was asked to sponsor the ICSD at the University of California, Riverside (UCR) in the amount of \$15,000. ICSD is a research center housed within the School of Public Policy at UCR that coordinates sustainability efforts, serves as a convening body to promote collaboration, and facilitates the exchange of information among policy makers in the region. Much of ICSD's recent work relates to the housing industry in the Inland Empire.

Upon request of this Committee, staff has organized a presentation from ICSD's Deputy Director, Dr. Ronald Loveridge. Attachment 1 is a report developed by ICSD that outlines general information and ICSD's research focus area for the next year as well as addresses some the Committee's questions.

Prior Action(s):

September 1, 2021: The Administration & Finance Committee received and filed.

Fiscal Impact:

Funding for sponsorships and memberships are included in the Agency's adopted Fiscal Year 2021/2022 Budget.

Attachment(s):

[Attachment 1 - ICSD / WRCOG Questions](#)

About the Inland Center for Sustainable Development

Established in late 2019, ICSD strives to serve as a valuable source of accurate, objective information for the Inland region which includes Riverside and San Bernardino Counties. ICSD's major objectives are as follows:

1. ICSD functions as a network center, honest broker, resource and important leader in public analysis and decision-making for local and regional decision-makers as they identify and focus on critical topics and issues related to the inland region's future growth.
2. ICSD's research will largely focus on sustainability, and how the region can best incorporate sustainable practices that can simultaneously address economic and environmental goals.

ICSD is funded by private and public-sector stakeholders who guide ICSD's work and select topics that become the focal point of the Center's research and discussion. This unique arrangement benefits both ICSD and sponsors by creating a relationship that ties the needs of the private and public sectors with the research being conducted at UCR. ICSD brings the sponsors together a few times each year to provide progress reports on research topics and to solicit suggestions, new ideas, and further direction.

During the last 18 months ICSD focused its efforts on housing, culminating with the July 2021 release of a report titled [Regional Challenges and Opportunities for Housing Development in Inland Southern California](#). The report contributes to and expands on the ongoing conversation and research about the Inland Region's substantive housing issues including, regional affordability, the jobs-housing imbalance, and rising unattainability. A profile of the Region's housing stock is given, housing construction and statewide policies are examined, and challenges and opportunities for development are presented. Some of the Region's most salient issues are discussed, and policy recommendations are provided on each examined topic.

Along with the final report, the ICSD website contains a number of briefing papers and studies on the selected topic. You can access the website here: <https://icsd.ucr.edu/>

ICSD also hosts seminars (temporarily placed on hold due to COVID and UCR restrictions on gatherings, etc.) with prominent people in the Inland Region to hear their perspectives on a variety of public policy issues. We would love to include WRCOG leaders in a future seminar or podcast.

ICSD's Research Focus for the next year

California has long been known for its high cost of living and particularly for housing costs that are among the nation's highest. A major contributing factor to the state's high housing costs is that for decades California has not provided nearly enough new housing to meet a growing population. Since about 1970, California has been experiencing an extended and increasing housing shortage, such that by 2018, California ranked 49th among the states of the U.S. in terms of housing units per resident. This shortage has been estimated to be 3-4 million housing units (20-30% of California's housing stock).

Although the interrelationships between costs and supply have long been known among state and local policymakers, there has been relatively little progress towards addressing long-standing issues - such as CEQA, burdensome regulations and fees, and tax allocations to jurisdictions that put housing out of favor in revenue-seeking jurisdictions production, and NIMBYism, for example - that are often cited as contributing factors to the state's housing shortage. Indeed, California ranks 49th in the nation in terms of new housing production. According to a 2018 report from the Public Policy Institute of California (PPIC), homeownership rates are 10.2 percentage points lower than the rest of the nation. The U.S. Department of Housing and Urban Development (HUD) identified that California's homelessness rate is the second highest in the nation, and those who are housed are significantly cost-burdened, with 38% of homeowners and 55% of renters paying more than a third of their income on housing.

The Inland Counties are not immune from the statewide housing crisis. Indeed, the New Geography identifies the Riverside/San Bernardino metropolitan area as the third most overcrowded region in the United States (overcrowding defined as more than one person per room for a household) as of 2019. New home construction during the past several years has not kept pace with the region's population growth.

For 2021-2022, ICSD's leaders have requested that the Center continue to focus its research on the housing issue in exploring the causal relationships between past policies and current sentiments regarding the housing challenges we face today. In sum, we will study the consequences of having an insufficient housing stock that fails to accommodate the region's growing population. We will explore the intersectionality between the economic, social, and cultural, health and educational influences on housing affordability, production, and sustainability.

How do we solve a housing crisis that is complicated by regulations, anti-housing sentiment, a changing climate, and the economic repercussions from the COVID-19 pandemic? With so many perspectives on this issue, there is no one-size-fits-all solution. That is why we strive to identify and report on the strengths and weaknesses of municipalities to guide appropriate policymaking.

We will also reexamine the traditional concept of "sustainability". Not unlike environmental and energy issues, housing reform must be approached with sustainability in mind. Incorporating climate resilience strategies in urban planning is fundamental to creating sustainable communities.

Responding to WRCOG Questions

1. **What would ICSD provide to WRCOG for this sponsorship?** Overall, WRCOG's sponsorship to ICSD would formally achieve a relationship between the Agency and the University's School of Public Policy. This has been a desire among WRCOG's leaders for many years. Being an ICSD sponsor will also provide WRCOG with a seat on the ICSD Leadership Council, which serves to guide ICSD's work from year to year. This position will enable the WRCOG representative to provide suggestions on issues of importance to its members for future ICSD research. Being on the Leadership Council also provides the opportunity to build relationships and share ideas with other Leadership Council members, who collectively bring a wide range of private and public perspectives to the ICSD table.

2. **What specific activities or initiatives is ICSD undertaking in the next 1-2 years?** At the direction of the Leadership Council, ICSD will continue to focus its efforts develop research on housing as discussed above. In particular, ICSD will explore the social, economic, environmental and educational ramifications that result from housing shortages in the Inland Counties.
3. **What are ICSD's priorities and how do they align with our member agency priorities?** As discussed above, ICSD's assignments set by the Leadership Council, which will include WRCOG should it choose to be a sponsor. The Leadership Council has been unanimous in the last two years in directing ICSD to focus its research efforts on housing. In a fast-growing region like Western Riverside, housing will continue to be a priority for jurisdictions as they continue to seek ways to shape future growth in their communities. Having the benefit of focused research on this issue will be helpful as they plan for the future.
4. **Are there specific work products that ICSD has produced or will produce that would be of interest to WRCOG?** The complete library of ICSD research papers, issue briefs and final report are housed on ICSD's website. These represent the completion of the initial work program. As ICSD produces additional work, it will be distributed directly to members as well as posted on the site. Visit the UCR ICSD website: <https://icsd.ucr.edu/>
5. **How have other agencies benefitted by sponsoring ICSD?** We believe that ICSD's sponsor commitments to funding the Center for its first two years is indicative of their support for the benefits of the research this new endeavor offers. For many years there has been a general paucity of research focused squarely on the Inland Counties; ICSD's focus is to change that by providing robust academic study mixed with consensus-built recommendations for consideration by the region's leaders, including those who help set policies at the state level



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: Updates to WRCOG JPA and Bylaws
Contact: Kurt Wilson, Executive Director, kwilson@wrcog.us, (951) 405-6701
Date: October 13, 2021

Requested Action(s):

1. Recommend that the Executive Committee direct staff to forward the JPA Amendment to WRCOG member agencies for their approval.
2. Recommend that the Executive Committee adopt Resolution Number 25-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments amending its Bylaws.

Purpose:

The purpose of this item is to present an updated version of the WRCOG Joint Powers Agreement and Bylaws. These updates were made based on direction from a subcommittee tasked with reviewing both documents.

Background:

The practices, role, and needs of WRCOG have evolved over the past three decades. The processes outlined in the formation document (Joint Powers Agreement) and the operational document (Bylaws) should be updated from time to time in order to capture changes in the needs, intent, and focus of the Executive Committee. This agenda item proposes updates to both.

Earlier this summer, a subcommittee comprised of Vice-Chair Crystal Ruiz, Committee member Brian Tisdale, Committee member Ben Benoit, and immediate Past Chair Kevin Bash, began to evaluate and propose changes to WRCOG's Bylaws. The group met over a series of months and identified several substantive changes along with several formatting and/or stylistic changes.

Upon completion of their work on the Bylaws, Chair Spiegel tasked the group with performing a similar task with the Joint Powers Agreement – the parent document to the Bylaws. The group convened and has completed its work.

Both documents are attached as proposed (clean) version and redline version.

A partial list of key changes to the JPA is listed below. For the full scope of changes, please see the attached red line document (Attachment 1) (list of substantive changes). The changes are intended to:

1. Remove references to the membership of the Morongo Band of Mission Indians.
2. Modernize language and processes, including removal of references to use of member agency

employees to perform day-to-day agency business.

3. Completely revise indemnity language to better articulate WRCOG responsibility to indemnify member agencies.
4. Remove outdated arbitration provision.

A partial list of key changes to the Bylaws is listed below. For the full scope of changes, please see the attached red line document (Attachment 3) (list of substantive changes). The changes are intended to:

1. Clarify the role of the Chairperson to include, without limitation, the power to execute documents or take other actions as directed by the Executive Committee, make appointments to the Administration & Finance Committee, create and appoint ad hoc committees, and call special meetings.
2. Clarify which official will preside over the meeting when the Chair is absent. Designates the Past Chair to preside over the meeting if the Chair, Vice-Chair, and Second Vice-Chair are absent.
3. Clarify the duties of the Executive Director and General Counsel and the Executive Committee's ultimate oversight authority over the Executive Director and General Counsel. Duties of the Executive Director include:
 - a. Administration of personnel system
 - b. Administration of contracts
 - c. Preparation of audit by outside auditor
 - d. Enforcement of ordinances, rules and regulations, motions, or resolutions
 - e. Preparation and implementation of budget
4. Establish the selection, oversight, and termination process of the Executive Director and General Counsel.
5. Update gender references.
6. Make various non-substantive language changes for clarity

Prior Action(s):

None.

Fiscal Impact:

This item is for informational purposes only; therefore, there is no fiscal impact.

Attachment(s):

[Attachment 1 - JPA - red lined](#)

[Attachment 2 - JPA - clean](#)

[Attachment 3 - Bylaws - red lined](#)

[Attachment 4 - Bylaws - clean](#)

[Attachment 5 - Resolution Number 25-21 Amending the Bylaws](#)

Attachment 1

JPA - red lined

JOINT POWERS AGREEMENT OF
THE WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS

This Agreement is made and entered into on the 1st day of April, 1991, pursuant to Government Code Section 6500 et. seq. and other pertinent provisions of law, by and between six or more of the cities located within Western Riverside County and the County of Riverside.

RECITALS

A. Each member and party to this Agreement is a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields.

B. The purpose of the formation is to provide an agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and regional basis through the establishment of an association of governments. The Council will explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern.

C. When authorized pursuant to an Implementation Agreement, the Council shall manage and administer thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

I.

PURPOSE AND POWERS

1.1 Agency Created.

There is hereby created a public entity to be known as the "Western Riverside Council of Governments" ("WRCOG" or "the Council). WRCOG is formed by this Agreement pursuant to the provision of Government Code Section 6500 et. seq. and other pertinent provision of law. WRCOG shall be a public entity separate from the parties hereto.

1.2 Powers.

1.2.1. WRCOG established hereunder shall perform all necessary functions to fulfill the purposes of this Agreement. Among other functions, WRCOG shall:

a. Serve as a forum for consideration, study, and recommendation on area-wide and regional problems;

b. Assemble information helpful in the consideration of problems peculiar to Western Riverside County;

c. Explore practical avenues for intergovernmental cooperation, coordination, and action in the interest of local public welfare and means of improvements in the administration of governmental services; and

d. Serve as the clearinghouse review body for Federally-funded projects in accordance with Circular A-95 in conjunction with the Southern California Association of Governments.

1.2.2. The Council shall have the power in its own name to do any of the following:

a. When necessary for the ~~day-to-day~~day-to-day operation of the Council, to make and enter into contracts;

b. To contract for the services of engineers, attorneys, planners, financial consultants, and separate and apart therefrom to employ such other persons, as it deems necessary;

c. To apply for an appropriate grant or grants under any federal, state, or local programs;

d. To receive gifts, contributions, and donations of property, funds, services, and other forms of financial assistance from persons, firms, corporations, and any governmental entity;

e. To lease, acquire, construct, manage, maintain, and operate any buildings, works, or improvements;

f. To delegate some or all of its powers to the Executive Committee and the Executive Director of the Council as hereinafter provided.

1.2.3 The ~~association~~Council shall have the power in its own name, only with the approval of all affected member agencies to:

a. Acquire, hold, and dispose of property by eminent domain, lease, lease purchase or sale;

b. To incur debts, liabilities, obligations, and issue bonds;

II.

ORGANIZATION OF COUNCIL

2.1 Parties.

The parties to WRCOG shall be the County of Riverside and each city located within Western Riverside County which has executed or hereafter executes this Agreement, or any addenda, amendment, or supplement hereto and agrees to become a member upon such terms and conditions as established by the General Assembly or Executive Committee, and which has not, pursuant to provisions hereof, withdrawn herefrom— (the “Member Agencies”). Only the parties identified in this section and Associate Members approved under section 8.2 of this Agreement, if any, shall be considered contracting parties to this Agreement under Government Code section 6502, provided that the rights of any Associate Member under this Agreement shall be limited solely those rights expressly set forth in a PACE Agreement authorized in section 8.2 of this Agreement.

2.2 Names.

The names, particular capacities and addresses of the parties shall be shown on Exhibit "A" attached hereto, as amended or supplemented from time to time by the Executive Director. If the Executive Director amends or supplements Exhibit “A,” a copy of the revised Exhibit “A” shall be provided to the members.

2.3 Duties.

WRCOG shall do whatever is necessary and required to carry out the purposes of this Agreement and when authorized by an Implementation Agreement pursuant to section 1.2.3 as appropriate, to make and enter into such contracts, incur such debts and obligations, assess contributions from the members, and perform such other acts as are necessary to the accomplishment of the purposes of such agreement,

within the provisions of Government Code Section 6500 et seq. and as prescribed by the laws of the State of California.

2.4 Governing Body.

2.4.1. WRCOG shall be governed by a General Assembly with membership consisting of representatives from the County of Riverside, each city which is a signatory to this Agreement, the Western Municipal Water District, and the Eastern Municipal Water District, ~~and the Morongo Band of Mission Indians ("Morongo")~~ (collectively, the "General Assembly Member Agencies"). Each General Assembly Member Agency shall have one vote for each ~~mayor~~Mayor, ~~council~~Council member, ~~county~~County ~~supervisor~~Supervisor, and ~~water~~Water ~~district~~District ~~board~~Board ~~member~~Member, ~~and~~ ~~tribal council members~~ present at the General Assembly. The General Assembly shall act only upon a majority of a quorum. A quorum shall consist of a majority of the total authorized representatives, provided that voting representatives of a majority of the General Assembly Member Agencies are present. The General Assembly shall adopt and amend ~~by-laws~~Bylaws for the administration and management of this Agreement, which when adopted and approved shall be an integral part of this Agreement. Such ~~by-laws~~Bylaws may provide for the management and administration of this Agreement. The General Assembly shall meet at least once annually, preferably scheduled in the evening.

2.4.2. There shall be an Executive Committee which exercises the powers of this Agreement between sessions of the General Assembly. Members of the Executive Committee shall be the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors, and the President of each Water District, ~~and the~~

~~Tribal Chairman of Morongo (the "Executive Committee Members")~~. Each City Council, at its discretion, can appoint its Mayor Pro Tem or other City Council member in place of the Mayor. ~~Each~~ Water ~~district~~ District ~~board~~ Board, at its discretion, can appoint another Board member in place of the President. ~~The Tribal Council of Morongo, at its discretion, can appoint another Tribal Council member in place of the Tribal Chairman.~~ The Executive Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the Executive Committee Members. Voting shall be cast and tallied in accordance with the ~~by-laws~~ Bylaws. ~~Membership of Morongo on the General Assembly and Executive Committee of WRCOG shall be conditioned on Morongo entering into a separate Memorandum of Understanding with WRCOG.~~

2.4.3. Each member of the General Assembly and the Executive Committee shall be a current member of the legislative body such member represents.

2.4.4. Each Executive Committee Member shall also have an alternate, who must also be a current member of the legislative body of the party such alternate represents. The remaining member of the Board of Supervisors shall serve as an alternate for the Board of Supervisors. The name of the alternate members shall be on file with the Executive ~~Committee~~ Director. In the absence of the regular member from an agency, the alternate member from such agency shall assume all rights and duties of the absent regular member.

2.5 Executive Director.

The Executive Director shall be the ~~chief~~ Chief ~~administrative~~ oe Executive ~~o~~ Officer of the Council. He or she shall receive such compensation as may be fixed by

the Executive Committee. The powers and duties of the Executive Director shall be subject to the authority of the Executive Committee and include the following:

- a. To appoint, direct and remove employees of the Council.
- b. Annually to prepare and present a proposed budget to the Executive Committee and General Assembly.
- c. Serve as Secretary of the General Assembly and of the Executive Committee.
- d. To attend meetings of the General Assembly and Executive Committee.
- e. To perform such other and additional duties as the Executive Committee may require.

2.6 Principal Office.

The principal office of WRCOG shall be established by the Executive Committee and shall be located within Western Riverside County. The Executive Committee is hereby granted full power and authority to change said principal office from one location to another within Western Riverside County. Any change shall be noted by the Secretary under this section but shall not be considered an amendment to this Agreement.

2.7 Meetings.

The Executive Committee shall meet at the principal office of the agency or at such other place as may be designated by the Executive Committee or Chair. The time and place of regular meetings of the Executive Committee shall be determined by ~~resolution adopted by~~ the Executive Committee; a copy of such ~~resolution~~ schedule shall be furnished to each party hereto. Regular, adjourned, and special meetings shall be

called and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950 et. seq., as it may be amended.

2.8 Powers and Limitations of the Executive Committee.

Unless otherwise provided herein, each Member or participating alternate of the Executive Committee shall be entitled to one vote, and a vote of the majority of those present and qualified to vote constituting a quorum may adopt any motion, resolution, or order and take any other action they deem appropriate to carry forward the objectives of the Council.

2.9 Minutes.

The Secretary of the Council shall cause to be kept minutes of regular, adjourned regular, and special meetings of the General Assembly and Executive Committee, and shall cause a copy of the ~~minutes~~ Minutes to be forwarded to each member.

2.10 Rules.

The Executive Committee may adopt from time to time such rules and regulations for the conduct of its affairs consistent with this Agreement or any Implementation Agreement.

~~2.11 Vote or Assent of Members.~~

~~The vote, assent or approval of the members in any manner as may be required hereunder shall be evidenced by a certified copy of the action of the governing body of such party filed with the Council. It shall be the responsibility of the Executive Director to obtain certified copies of said actions.~~

2.1321 Officers.

There shall be selected from the membership of the Executive Committee, a ~~chairperson~~Chairperson, a ~~vice~~Vice-chairperson~~Chairperson~~, and a ~~second~~Second vice~~Vice-chairperson~~Chairperson in accordance with the ~~by-laws~~Bylaws. The Executive Director shall be the ~~s~~Secretary of the Council. The Treasurer and the Auditor shall be appointed by the Executive Director and must be officers or employees of WRCOG. The Executive Director may appoint a single officer or employee of WRCOG to serve in both the Treasurer and Auditor positions. Such person(s) shall possess the powers of, and shall perform the ~~treasurer~~Treasurer and ~~auditor~~Auditor functions respectively, for WRCOG and perform those functions required of them by Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

The ~~chairperson~~Chairperson, ~~vice~~Vice-chairperson~~Chairperson~~, and ~~second~~Second vice~~Vice-chairperson~~Chairperson shall hold office for a period of one year commencing ~~at the close of the General Assembly meeting~~annually on July 1 ~~of their election,~~ and ending one year thereafter, or until his or her successor is elected. The Officers shall have the duties set forth in the ~~by-laws~~Bylaws. ~~Except for the Executive Director, any officer, employee, or agent of the Executive Committee may also be an officer, employee, or agent of any of the members. The appointment by the Executive Committee of such a person shall be evidence that the two positions are compatible.~~

2.1~~43~~2 Committees.

The Executive Committee may, as it deems appropriate, establish committees to accomplish the purposes set forth herein. All standing committee meetings

of WRCOG, including those of the Executive Committee, shall be open to all Executive Committee Members in accordance with the Brown Act.

2.1~~5~~43 Additional Officers~~and Employees~~.

The Executive Committee shall have the power to authorize such additional ~~officers~~Officers ~~and employees~~ as may be appropriate.

2.1~~6~~54 Bonding Requirement.

The ~~officers~~Officers or persons who have charge of, handle, or have access to any property of WRCOG shall be the Treasurer, the Executive Director, and any other ~~officers~~Officers or persons designated or empowered by the Executive Committee. Each such ~~officer~~Officer or person shall be required to file an official bond with the Executive Committee in an amount which shall be established by the Executive Committee. Should the existing bond or bonds of any such ~~officer~~Officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of WRCOG.

2.1~~7~~65 Status of Officers and Employees.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of ~~officers~~Officers, agents, or employees of any of the members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the ~~officers~~Officers, agents, or employees appointed by the Executive Committee shall be deemed, by reason of their employment

by the Executive Committee, to be employed by any of the members or, by reason of their employment by the Executive Committee, to be subject to any of the requirements of such members.

2.1~~87~~⁶ Restrictions.

Pursuant to Government Code Section 6509, for the purposes of determining the restrictions to be imposed by the Council in its exercise of the above-described joint powers, reference shall be made to, and the Council shall observe, the restrictions imposed by state law upon the County of Riverside.

2.1~~98~~⁷ TUMF Matters – Water Districts ~~and Morongo~~.

Pursuant to this Joint Powers Agreement, WRCOG administers the Transportation Uniform Mitigation Fee (“TUMF”) for cities in Western Riverside County. The fee was established prior to the Water District’s ~~and Morongo’s~~ involvement with WRCOG and will fund transportation improvements for the benefit of the County of Riverside and the cities in Western Riverside County. As such, the Western Municipal Water District ~~and~~, the Eastern Municipal Water District, ~~and Morongo General Assembly and~~ Executive Committee Members shall not vote on any matter related to the administration of the TUMF ~~program~~ Program or the expenditure of TUMF revenues.

III

FUNDS AND PROPERTY

3.1 Treasurer.

The Treasurer of the Council shall have custody of all funds and shall provide for strict accountability thereof in accordance with Government Code Section 6505.5 and other applicable laws of the State of California. He or she shall perform all of

the duties required in Government Code Section 6505 et. seq., and such other duties as may be prescribed by the Executive Committee.

3.2. Expenditure of Funds.

The funds under this Agreement shall be expended only in furtherance of the purposes hereof and in accordance with the laws of the State of California and standard accounting practices shall be used to account for all funds received and disbursed.

3.3. Fiscal Year.

WRCOG shall be operated on a fiscal year basis, beginning on July 1 of each year and continuing until June 30 of the succeeding year. Prior to July 1 of each year, the General Assembly shall adopt a final budget for the expenditures of WRCOG during the following fiscal Year.

3.4. Contributions / Public Funds.

In preparing the budget, the General Assembly, by majority vote of a quorum, shall determine the amount of funds which will be required from its members for the purposes of this Agreement. The funds required from its members after approval of the final budget shall be raised by contributions 50% of which will be assessed on a per capita basis and 50% on an assessed valuation basis, each city paying on the basis of its population and assessed valuation, and the County paying on the basis of the population and assessed valuation within the unincorporated area of Western Riverside County as defined in the ~~by-laws~~ Bylaws. The parties, when informed of their respective contributions, shall pay the same before August 1st of the fiscal year for which they are assessed or within sixty days of being informed of the assessment, whichever occurs

later. In addition to the contributions provided, advances of public funds from the parties may be made for the purposes of this Agreement. When such advances are made, they shall be repaid from the first available funds of WRCOG.

The General Assembly shall have the power to determine that personnel, equipment, or property of one or more of the parties to the Agreement may be used in lieu of fund contributions or advances.

All contributions and funds shall be paid to WRCOG and shall be disbursed by a majority vote of a quorum of the Executive Committee, as authorized by the approved budget.

3.5 Contributions from Water Districts and ~~Other Nonvoting Agency(ies)~~ and the Morongo Band of Mission Indians.

The provision of ~~section~~ Section 3.4 above shall be inapplicable to the Western Municipal Water District, ~~the Eastern Municipal Water District, or other nonvoting agency, and Morongo.~~ The amount of contributions from these water districts ~~and Morongo or other nonvoting agency~~ shall be through the WRCOG budget process. This provision shall not apply to Associate Members under Article VIII.

IV

BUDGETS AND DISBURSEMENTS

4.1 Annual Budget.

The Executive Committee may at any time amend the budget to incorporate additional income and disbursements that might become available to WRCOG for its purposes during a fiscal year.

4.2 Disbursements.

The Executive Director shall request warrants from the Auditor in accordance with budgets approved by the General Assembly or Executive Committee subject to quarterly review by the Executive Committee. The Treasurer shall pay such claims or disbursements and such requisitions for payment in accordance with rules, regulations, policies, procedures, and ~~by-laws~~ Bylaws adopted by the Executive Committee.

4.3 Accounts.

All funds will be placed in appropriate accounts and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental entities and pursuant to Government Code Sections 6505 et seq. and any other applicable laws of the State of California. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Executive Committee.

4.4 Expenditures Within Approved Annual Budget.

All expenditures shall be made within the approved annual budget. No expenditures in excess of those budgeted shall be made without the approval of a majority of a quorum of the Executive Committee.

4.5 Audit.

The Auditor shall ~~make or~~ contract with an independent certified public accountant or public accountant to make an annual audit of WRCOG's accounts and records, and copies of such audit report shall be filed with the County Auditor, State Controller, and each party to WRCOG no later than fifteen (15) days after receipt of said audit by the Executive Committee. The Auditor shall perform those functions required of

him or her by Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

4.6 Reimbursement of Funds.

Grant funds received by WRCOG from any federal, state, or local agency to pay for budgeted expenditures for which WRCOG has received all or a portion of said funds from the parties hereto shall be used as determined by WRCOG's Executive Committee.

V

LIABILITIES

5.1 Liabilities.

The debts, liabilities, and obligations of WRCOG shall be the debts, liabilities, or obligations of WRCOG alone and not of the parties to this Agreement.

5.2 Liability of Directors, Officers, and Employees.

The Directors, ~~o~~Officers, and employees of ~~the AuthorityAgency~~Council shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, ~~o~~Officer, or employee will be responsible for any act or omission by another Director, ~~o~~Officer, or employee. The ~~AuthorityAgency~~Council shall defend, indemnify, and hold harmless the individual current and former Directors, ~~o~~Officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by California Government Code § 995 et seq. Nothing in this section shall be construed to limit the defenses available under the law to the Member Agencies, the ~~AuthorityAgency~~Council, or its Directors, ~~o~~Officers, or employees.

5.3 Indemnification.

The AuthorityAgency Council shall acquire such insurance coverage as the BoardExecutive Committee deems necessary to protect the interests of the AgencyAuthority Council, and the Member Agencies. The AuthorityAgency Council shall indemnify, defend, and hold harmless the Member Agencies and each of their respective Board members board or eCouncil members, oOfficers, agents, and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the AuthorityAgency Council under this Agreement.

5.2 — Hold Harmless and Indemnity.

~~Each party hereto agree to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party or its employees. Where the General Assembly or Executive Committee itself or its agents or employees are held liable for injuries to persons or property, each party's liability for contribution or indemnity for such injuries shall be based proportionately upon the contributions (less voluntary contributions) of each member. In the event of liability imposed upon any of the parties to this Agreement, or upon the General Assembly or Executive CommitteeWRCOG created by this Agreement, for injury which is caused by the negligent or wrongful act or omission of any of the parties in the performance of this Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars (\$100.00). The party or parties~~

~~directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement. The voting for or against a matter being considered by the General Assembly or executive or other committee or WRCOG, or abstention from voting on such matter, shall not be construed to constitute a wrongful act or omission within the meaning of this Subsection. As used in this Section 5.2, party shall mean the Member Agencies and WRCOG~~

VI

ADMISSION AND WITHDRAWAL OF PARTIES

6.1 Admission of New Parties.

It is recognized that additional cities, other than the original parties, may wish to participate in WRCOG. Any Western Riverside County city may become a party to WRCOG upon such terms and conditions as established by the General Assembly or Executive Committee. Any Western Riverside County city shall become a party to WRCOG by the adoption by the city council of this Agreement and the execution of a written addendum hereto agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the General Assembly or Executive Committee. Special districts which are significantly involved in regional problems and the boundaries of which include territory within the collective area of the membership shall be eligible for advisory membership in the Council by the execution of a separate MOU setting forth the terms of such participation. The representative of any such advisory member may participate in the work of committees of the Council.

6.2 Withdrawal from WRCOG.

It is fully anticipated that each party hereto shall participate in WRCOG until the purposes set forth in this Agreement are accomplished. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the General Assembly or Executive Committee, shall be conditioned as follows:

a. In the case of a voluntary withdrawal following a properly noticed public hearing, written notice shall be given to WRCOG, six months prior to the effective date of withdrawal~~;~~.

b. Withdrawal shall not relieve the party of its proportionate share of any debts or other liabilities incurred by WRCOG prior to the effective date of the party's notice of withdrawal in a manner consist with Article V, above~~;~~.

c. Unless otherwise provided by a unanimous vote of the Executive Committee, withdrawal shall result in the forfeiture of that party's rights and claims relating to distribution of property and funds upon termination of WRCOG as set forth in Section VII below~~;~~.

d. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from membership in WRCOG.

VII

TERMINATION AND DISPOSITION OF ASSETS

7.1 Termination of this Agreement.

WRCOG shall continue to exercise the joint powers herein until the termination of this Agreement and any extension thereof or until the parties shall have mutually rescinded this Agreement~~;~~. providing, however, that WRCOG and this

Agreement shall continue to exist for the purposes of disposing of all claims, distribution of assets, and all other functions necessary to conclude the affairs of WRCOG.

Termination shall be accomplished by written consent of all of the parties, or shall occur upon the withdrawal from WRCOG of a sufficient number of the agencies enumerated herein so as to leave less than five of the enumerated agencies remaining in WRCOG.

7.2 Distribution of Property and Funds.

In the event of the termination of this Agreement, any property interest remaining in WRCOG following the discharge of all obligations shall be disposed of as the Executive Committee shall determine with the objective of distributing to each remaining party a proportionate return on the contributions made to such properties by such parties, less previous returns, if any.

VIII

IMPLEMENTATION AND PARTICIPATION AGREEMENTS:

ASSOCIATE MEMBERSHIP

8.1 Execution of Agreement.

When authorized by the Executive Committee, any affected member agency, or agencies enumerated herein, may execute an Implementation Agreement for the purpose of authorizing WRCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by WRCOG in implementing a program, including indirect costs, shall be assessed only to those public agencies who are parties to that Implementation Agreement.

8.2 PACE Agreements; Associate Membership.

WRCOG shall be empowered to establish and operate one or more Property Assessed Clean Energy ("PACE") ~~programs~~Programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements, and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of WRCOG.

WRCOG, acting through its Executive Committee, shall be empowered to establish an "Associate Member" status that provides membership in WRCOG to local jurisdictions that are outside WRCOG's jurisdictional boundaries but within whose boundaries a PACE ~~program~~Program will be established and implemented by WRCOG. Said local jurisdictions shall become Associate Members of WRCOG by adopting one or more agreements (the "PACE Agreement") on the terms and conditions established by the Executive Committee and consistent with the requirements of the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the California Government Code (Sections 6500 et seq.). The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement for the purposes of implementing the PACE ~~program~~Program within their jurisdictional boundaries. Except as expressly provided for by the PACE Agreement, Associate Members shall not have any rights otherwise granted to WRCOG's members by this Agreement, including but not limited to the right to vote, right to amend this Agreement, and right to sit on committees or boards established under this Agreement or by action of the Executive Committee or

the General Assembly, including, without limitation, the General Assembly and the Executive Committee.

IX

MISCELLANEOUS

9.1 Amendments.

This Agreement may be amended with the approval of not less than two-thirds (2/3) of all member agencies.

9.2 Notice.

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the addresses of the parties as shown on Exhibit "A", shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

9.3 Effective Date.

This Agreement shall be effective and WRCOG shall exist from and after such date as this Agreement has been executed by any seven or more of the public agencies, including the County of Riverside, as listed on page 1 hereof.

~~9.4 — Arbitration.~~

~~Any controversy or claim between any two or more parties to this Agreement, or between any such party or parties and/or WRCOG, with respect to disputes, demands, differences, controversies, or misunderstandings arising in relation to interpretation of this Agreement, or any breach thereof, shall be submitted to and~~

~~determined by arbitration. The party desiring to initiate arbitration shall give notice of its intention to arbitrate to every other party to this Agreement and to the Executive Director of the Council WRCOG. Such notice shall designate as "respondents" such other parties as the initiating party intends to have bound by any award made therein. Any party (including WRCOG) not so designated but which desires to join in the arbitration may, within ten (10) days of service upon it of such notice, file with all other parties and with the Executive Director of the Council WRCOG a response indicating its intention to join in and to be bound by the results of the arbitration, and further designating any other parties it wishes to name as a respondent. Within twenty (20) days of the service of the initial demand for arbitration, the initiating party and the respondent or respondents shall each designate a person to act as an arbitrator. The designated arbitrators shall mutually designate the minimal number of additional persons as arbitrators as may be necessary to create an odd total number of arbitrators but not less than three (3) to serve as arbitrator(s).~~

~~The arbitrators shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure, Section 1280 et. seq. The parties to this Agreement and WRCOG agree that the decision of the arbitrators will be binding and will not be subject to judicial review except on the ground that the arbitrators have exceeded the scope of their authority.~~

9.54 Partial Invalidity.

If any one or more of the terms, provisions, sections, promises, covenants, or conditions of this Agreement shall, to any extent, be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each

and all of the remaining terms, provisions, sections, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

9.65 Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

9.76 Assignment.

The parties hereto shall not assign any rights or obligations under this Agreement without written consent of all other parties.

9.87 Execution.

The Board of Supervisors of the County of Riverside and the ~~city~~City ~~councils~~Councils of the cities enumerated herein have each authorized execution of this Agreement as evidenced by the authorized signatures below, respectively.

EXHIBIT "A"

Original Members

- ~~1. City of Banning~~
- ~~2. City of Beaumont (rejoined June 22, 2017)~~
- ~~3. City of Calimesa~~
- ~~4. City of Canyon Lake~~
- ~~5. City of Corona~~
- ~~6. City of Hemet~~
- ~~7. City of Lake Elsinore~~
- ~~8. City of Moreno Valley~~
- ~~9. City of Murrieta~~
- ~~10. City of Norco~~
- ~~11. City of Perris~~
- ~~12. City of Riverside~~
- ~~13. City of San Jacinto~~
- ~~14. City of Temecula~~
- ~~15. County of Riverside~~

- | | |
|---|--|
| <u>1. City of Banning</u> | <u>99 E. Ramsey, Banning, CA 92220</u> |
| <u>2. City of Beaumont (rejoined June 22, 2017)</u> | <u>550 East 6th Street, Beaumont, CA 92223</u> |
| <u>3. City of Calimesa</u> | <u>908 Park Avenue, Calimesa, CA 92230</u> |
| <u>4. City of Canyon Lake</u> | <u>31516 Railroad Canyon Road, Canyon Lake, CA 92587</u> |
| <u>5. City of Corona</u> | <u>400 S. Vicentia Avenue, Corona, CA 92882</u> |
| <u>6. City of Hemet</u> | <u>445 East Florida Avenue, Hemet, CA 92543</u> |

- | | | |
|------------|------------------------------|---|
| <u>7.</u> | <u>City of Lake Elsinore</u> | <u>130 S. Main Street, Lake Elsinore, CA 92530</u> |
| <u>8.</u> | <u>City of Moreno Valley</u> | <u>14177 Frederick Street, Moreno Valley, CA 92552</u> |
| <u>9.</u> | <u>City of Murrieta</u> | <u>1 Town Square, Murrieta, CA 92562</u> |
| <u>10.</u> | <u>City of Norco</u> | <u>2870 Clark Avenue, Norco, CA 92860</u> |
| <u>11.</u> | <u>City of Perris</u> | <u>101 North "D" Street, Perris, CA 92570</u> |
| <u>12.</u> | <u>City of Riverside</u> | <u>3900 Main Street, Riverside, CA 92522</u> |
| <u>13.</u> | <u>City of San Jacinto</u> | <u>595 S. San Jacinto Avenue, Building B, San Jacinto, CA 92583</u> |
| <u>14.</u> | <u>City of Temecula</u> | <u>41000 Main Street, Temecula, CA 92590</u> |
| <u>15.</u> | <u>County of Riverside</u> | <u>4080 Lemon Street, Riverside, CA 92501</u> |

Additional City Members

- ~~1. City of Eastvale (added on 08/02/2010, Resolution 01-11)~~
- ~~2. City of Jurupa Valley (added on 07/29/2011, Resolution 02-12)~~
- ~~3. City of Menifee (added on 10/06/2008, Resolution 03-09)~~
- ~~4. City of Wildomar (added on 08/04/2008, Resolution 01-09)~~

- | | | |
|-----------|--|---|
| <u>1.</u> | <u>City of Eastvale (added on 08/02/2010, Resolution 01-11)</u> | <u>12363 Limonite Avenue, Suite 910, Eastvale, CA 91752</u> |
| <u>2.</u> | <u>City of Jurupa Valley (added on 07/29/2011, Resolution 02-12)</u> | <u>8930 Limonite Avenue, Jurupa Valley, CA 92509</u> |
| <u>3.</u> | <u>City of Menifee (added on 10/06/2008, Resolution 03-09)</u> | <u>29844 Haun Road, Menifee, CA 92586</u> |
| <u>4.</u> | <u>City of Wildomar (added on 08/04/2008, Resolution 01-09)</u> | <u>23873 Clinton Keith Rd., Suite 201, Wildomar, CA 92595</u> |

For Reference Only

THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

Participating Agencies

- ~~1. Eastern Municipal Water District (membership on the Governing Board of~~

~~WRCOG, 05/11/2009)~~

~~2. Western Municipal Water District (membership on the Governing Board of~~

~~WRCOG, 05/11/2009)~~

~~3. Riverside County Superintendent of Schools (membership as an ex-officio, advisory member of WRCOG, 11/07/2011)~~

~~4. Morongo Band of Mission Indians (membership on the Governing Board of WRCOG, 7/6/2015) withdrawn as of November 4, 2020.~~

1. [Eastern Municipal Water District \(membership on the Governing Board of WRCOG, 05/11/2009\)](#) [2270 Trumble Road, Perris, CA 92572](#)
2. [Western Municipal Water District \(membership on the Governing Board of WRCOG, 05/11/2009\)](#) [14205 Meridian Parkway, Riverside, CA 92518](#)
3. [Riverside County Superintendent of Schools \(membership as an ex-officio, advisory member of WRCOG, 11/07/2011\)](#) [3939 Thirteenth Street, Riverside, CA 92501](#)
4. [Morongo Band of Mission Indians \(membership on the Governing Board of WRCOG, 7/6/2015. Withdrawn as of November 4, 2020\)](#)

Attachment 2

JPA - clean

JOINT POWERS AGREEMENT OF
THE WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS

This Agreement is made and entered into on the 1st day of April 1991, pursuant to Government Code Section 6500 et. seq., and other pertinent provisions of law, by and between six or more of the cities located within Western Riverside County and the County of Riverside.

RECITALS

A. Each member and party to this Agreement is a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields.

B. The purpose of the formation is to provide an agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and regional basis through the establishment of an association of governments. The Council will explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern.

C. When authorized pursuant to an Implementation Agreement, the Council shall manage and administer thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

I.

PURPOSE AND POWERS

1.1 Agency Created.

There is hereby created a public entity to be known as the "Western Riverside Council of Governments" ("WRCOG" or "the Council). WRCOG is formed by this Agreement pursuant to the provision of Government Code Section 6500 et. seq. and other pertinent provision of law. WRCOG shall be a public entity separate from the parties hereto.

1.2 Powers.

1.2.1. WRCOG established hereunder shall perform all necessary functions to fulfill the purposes of this Agreement. Among other functions, WRCOG shall:

a. Serve as a forum for consideration, study, and recommendation on area-wide and regional problems.

b. Assemble information helpful in the consideration of problems peculiar to Western Riverside County.

c. Explore practical avenues for intergovernmental cooperation, coordination, and action in the interest of local public welfare and means of improvements in the administration of governmental services.

d. Serve as the clearinghouse review body for Federally-funded projects in accordance with Circular A-95 in conjunction with the Southern California Association of Governments.

1.2.2. The Council shall have the power in its own name to do any of the following:

a. When necessary for the day-to-day operation of the Council, to make and enter into contracts.

b. To contract for the services of engineers, attorneys, planners, financial consultants, and separate and apart therefrom to employ such other persons, as it deems necessary.

c. To apply for an appropriate grant or grants under any federal, state, or local programs.

d. To receive gifts, contributions, and donations of property, funds, services, and other forms of financial assistance from persons, firms, corporations, and any governmental entity.

e. To lease, acquire, construct, manage, maintain, and operate any buildings, works, or improvements.

f. To delegate some or all of its powers to the Executive Committee and the Executive Director of the Council as hereinafter provided.

1.2.3 The Council shall have the power in its own name, only with the approval of all affected member agencies to:

a. Acquire, hold, and dispose of property by eminent domain, lease, lease purchase or sale.

b. To incur debts, liabilities, obligations, and issue bonds.

II.

ORGANIZATION OF COUNCIL

2.1 Parties.

The parties to WRCOG shall be the County of Riverside and each city located within Western Riverside County which has executed or hereafter executes this Agreement, or any addenda, amendment, or supplement hereto and agrees to become a member upon such terms and conditions as established by the General Assembly or Executive Committee, and which has not, pursuant to provisions hereof, withdrawn herefrom (the "Member Agencies"). Only the parties identified in this section and Associate Members approved under section 8.2 of this Agreement, if any, shall be considered contracting parties to this Agreement under Government Code section 6502, provided that the rights of any Associate Member under this Agreement shall be limited solely those rights expressly set forth in a PACE Agreement authorized in section 8.2 of this Agreement.

2.2 Names.

The names, particular capacities and addresses of the parties shall be shown on Exhibit "A" attached hereto, as amended or supplemented from time to time by the Executive Director. If the Executive Director amends or supplements Exhibit "A," a copy of the revised Exhibit "A" shall be provided to the members.

2.3 Duties.

WRCOG shall do whatever is necessary and required to carry out the purposes of this Agreement and when authorized by an Implementation Agreement pursuant to section 1.2.3 as appropriate, to make and enter into such contracts, incur such debts and obligations, assess contributions from the members, and perform such other acts as are necessary to the accomplishment of the purposes of such agreement,

within the provisions of Government Code Section 6500 et seq. and as prescribed by the laws of the State of California.

2.4 Governing Body.

2.4.1. WRCOG shall be governed by a General Assembly with membership consisting of representatives from the County of Riverside, each city which is a signatory to this Agreement, the Western Municipal Water District, and the Eastern Municipal Water District (collectively, the "General Assembly Member Agencies"). Each General Assembly Member Agency shall have one vote for each Mayor, Council member, County Supervisor, and Water District Board Members present at the General Assembly. The General Assembly shall act only upon a majority of a quorum. A quorum shall consist of a majority of the total authorized representatives, provided that voting representatives of a majority of the General Assembly Member Agencies are present. The General Assembly shall adopt and amend Bylaws for the administration and management of this Agreement, which when adopted and approved shall be an integral part of this Agreement. Such Bylaws may provide for the management and administration of this Agreement. The General Assembly shall meet at least once annually, preferably scheduled in the evening.

2.4.2. There shall be an Executive Committee which exercises the powers of this Agreement between sessions of the General Assembly. Members of the Executive Committee shall be the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors, and the President of each Water District. Each City Council, at its discretion, can appoint its Mayor Pro Tem or other City Council member in place of the Mayor. Each Water District Board, at its discretion, can appoint another

Board member in place of the President. The Executive Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the Executive Committee Members. Voting shall be cast and tallied in accordance with the Bylaws.

2.4.3. Each member of the General Assembly and the Executive Committee shall be a current member of the legislative body such member represents.

2.4.4. Each Executive Committee Member shall also have an alternate, who must also be a current member of the legislative body of the party such alternate represents. The remaining member of the Board of Supervisors shall serve as an alternate for the Board of Supervisors. The name of the alternate members shall be on file with the Executive Director. In the absence of the regular member from an agency, the alternate member from such agency shall assume all rights and duties of the absent regular member.

2.5 Executive Director.

The Executive Director shall be the Chief Executive Officer of the Council. He or she shall receive such compensation as may be fixed by the Executive Committee. The powers and duties of the Executive Director shall be subject to the authority of the Executive Committee and include the following:

- a. To appoint, direct and remove employees of the Council.
- b. Annually to prepare and present a proposed budget to the Executive Committee and General Assembly.
- c. Serve as Secretary of the General Assembly and of the Executive Committee.
- d. To attend meetings of the General Assembly and Executive Committee.

e. To perform such other and additional duties as the Executive Committee may require.

2.6 Principal Office.

The principal office of WRCOG shall be established by the Executive Committee and shall be located within Western Riverside County. The Executive Committee is hereby granted full power and authority to change said principal office from one location to another within Western Riverside County. Any change shall be noted by the Secretary under this section but shall not be considered an amendment to this Agreement.

2.7 Meetings.

The Executive Committee shall meet at the principal office of the agency or at such other place as may be designated by the Executive Committee or Chair. The time and place of regular meetings of the Executive Committee shall be determined by the Executive Committee; a copy of such schedule shall be furnished to each party hereto. Regular, adjourned, and special meetings shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950 et. seq., as it may be amended.

2.8 Powers and Limitations of the Executive Committee.

Unless otherwise provided herein, each Member or participating alternate of the Executive Committee shall be entitled to one vote, and a vote of the majority of those present and qualified to vote constituting a quorum may adopt any motion, resolution, or order and take any other action they deem appropriate to carry forward the objectives of the Council.

2.9 Minutes.

The Secretary of the Council shall cause to be kept minutes of regular, adjourned regular, and special meetings of the General Assembly and Executive Committee, and shall cause a copy of the Minutes to be forwarded to each member.

2.10 Rules.

The Executive Committee may adopt from time to time such rules and regulations for the conduct of its affairs consistent with this Agreement or any Implementation Agreement.

2.11 Officers.

There shall be selected from the membership of the Executive Committee, a Chairperson, a Vice-Chairperson, and a Second Vice-Chairperson in accordance with the Bylaws. The Executive Director shall be the Secretary of the Council. The Treasurer and the Auditor shall be appointed by the Executive Director and must be officers or employees of WRCOG. The Executive Director may appoint a single officer or employee of WRCOG to serve in both the Treasurer and Auditor positions. Such person(s) shall possess the powers of, and shall perform the Treasurer and Auditor functions respectively, for WRCOG and perform those functions required of them by Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

The Chairperson, Vice-Chairperson, and Second Vice-Chairperson shall hold office for a period of one year commencing annually on July 1 and ending one year thereafter, or until his or her successor is elected. The Officers shall have the duties set forth in the Bylaws.

2.12 Committees.

The Executive Committee may, as it deems appropriate, establish committees to accomplish the purposes set forth herein. All standing committee meetings of WRCOG, including those of the Executive Committee, shall be open to all Executive Committee Members in accordance with the Brown Act.

2.13 Additional Officers.

The Executive Committee shall have the power to authorize such additional Officers as may be appropriate.

2.14 Bonding Requirement.

The Officers or persons who have charge of, handle, or have access to any property of WRCOG shall be the Treasurer, the Executive Director, and any other Officers or persons designated or empowered by the Executive Committee. Each such Officer or person shall be required to file an official bond with the Executive Committee in an amount which shall be established by the Executive Committee. Should the existing bond or bonds of any such Officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of WRCOG.

2.15 Status of Officers and Employees.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of Officers, agents, or employees of any of the members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other

duties under this Agreement. None of the Officers, agents, or employees appointed by the Executive Committee shall be deemed, by reason of their employment by the Executive Committee, to be employed by any of the members or, by reason of their employment by the Executive Committee, to be subject to any of the requirements of such members.

2.16 Restrictions.

Pursuant to Government Code Section 6509, for the purposes of determining the restrictions to be imposed by the Council in its exercise of the above-described joint powers, reference shall be made to, and the Council shall observe, the restrictions imposed by state law upon the County of Riverside.

2.17 TUMF Matters – Water Districts.

Pursuant to this Joint Powers Agreement, WRCOG administers the Transportation Uniform Mitigation Fee (“TUMF”) for cities in Western Riverside County. The fee was established prior to the Water District’s involvement with WRCOG and will fund transportation improvements for the benefit of the County of Riverside and the cities in Western Riverside County. As such, the Western Municipal Water District and the Eastern Municipal Water District Executive Committee Members shall not vote on any matter related to the administration of the TUMF Program or the expenditure of TUMF revenues.

III

FUNDS AND PROPERTY

3.1 Treasurer.

The Treasurer of the Council shall have custody of all funds and shall provide for strict accountability thereof in accordance with Government Code Section 6505.5 and other applicable laws of the State of California. He or she shall perform all of the duties required in Government Code Section 6505 et. seq., and such other duties as may be prescribed by the Executive Committee.

3.2. Expenditure of Funds.

The funds under this Agreement shall be expended only in furtherance of the purposes hereof and in accordance with the laws of the State of California and standard accounting practices shall be used to account for all funds received and disbursed.

3.3. Fiscal Year.

WRCOG shall be operated on a fiscal year basis, beginning on July 1 of each year and continuing until June 30 of the succeeding year. Prior to July 1 of each year, the General Assembly shall adopt a final budget for the expenditures of WRCOG during the following fiscal Year.

3.4. Contributions / Public Funds.

In preparing the budget, the General Assembly, by majority vote of a quorum, shall determine the amount of funds which will be required from its members for the purposes of this Agreement. The funds required from its members after approval of the final budget shall be raised by contributions 50% of which will be assessed on a per capita basis and 50% on an assessed valuation basis, each city paying on the basis of its population and assessed valuation, and the County paying on the basis of the population and assessed valuation within the unincorporated area of Western Riverside

County as defined in the Bylaws. The parties, when informed of their respective contributions, shall pay the same before August 1st of the fiscal year for which they are assessed or within sixty days of being informed of the assessment, whichever occurs later. In addition to the contributions provided, advances of public funds from the parties may be made for the purposes of this Agreement. When such advances are made, they shall be repaid from the first available funds of WRCOG.

The General Assembly shall have the power to determine that personnel, equipment, or property of one or more of the parties to the Agreement may be used in lieu of fund contributions or advances.

All contributions and funds shall be paid to WRCOG and shall be disbursed by a majority vote of a quorum of the Executive Committee, as authorized by the approved budget.

3.5 Contributions from Water Districts and Other Nonvoting Agency(ies).

The provision of Section 3.4 above shall be inapplicable to the Western Municipal Water District, the Eastern Municipal Water District, or other nonvoting agency. The amount of contributions from these water districts or other nonvoting agency shall be through the WRCOG budget process. This provision shall not apply to Associate Members under Article VIII.

IV

BUDGETS AND DISBURSEMENTS

4.1 Annual Budget.

The Executive Committee may at any time amend the budget to incorporate additional income and disbursements that might become available to WRCOG for its purposes during a fiscal year.

4.2 Disbursements.

The Executive Director shall request warrants from the Auditor in accordance with budgets approved by the General Assembly or Executive Committee subject to quarterly review by the Executive Committee. The Treasurer shall pay such claims or disbursements and such requisitions for payment in accordance with rules, regulations, policies, procedures, and Bylaws adopted by the Executive Committee.

4.3 Accounts.

All funds will be placed in appropriate accounts and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental entities and pursuant to Government Code Sections 6505 et seq., and any other applicable laws of the State of California. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Executive Committee.

4.4 Expenditures Within Approved Annual Budget.

All expenditures shall be made within the approved annual budget. No expenditures in excess of those budgeted shall be made without the approval of a majority of a quorum of the Executive Committee.

4.5 Audit.

The Auditor shall contract with an independent certified public accountant or public accountant to make an annual audit of WRCOG's accounts and records, and

copies of such audit report shall be filed with the County Auditor, State Controller, and each party to WRCOG no later than fifteen (15) days after receipt of said audit by the Executive Committee. The Auditor shall perform those functions required of him or her by Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

4.6 Reimbursement of Funds.

Grant funds received by WRCOG from any federal, state, or local agency to pay for budgeted expenditures for which WRCOG has received all or a portion of said funds from the parties hereto shall be used as determined by WRCOG's Executive Committee.

V

LIABILITIES

5.1 Liabilities.

The debts, liabilities, and obligations of WRCOG shall be the debts, liabilities, or obligations of WRCOG alone and not of the parties to this Agreement.

5.2 Liability of Directors, Officers, and Employees.

The Directors, Officers, and employees of Council shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, Officer, or employee will be responsible for any act or omission by another Director, Officer, or employee. The Council shall defend, indemnify, and hold harmless the individual current and former Directors, Officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by California Government Code § 995 et

seq. Nothing in this section shall be construed to limit the defenses available under the law to the Member Agencies, the Council, or its Directors, Officers, or employees.

5.3 Indemnification.

The Council shall acquire such insurance coverage as the Executive Committee deems necessary to protect the interests of the Council, and the Member Agencies. The Council shall indemnify, defend, and hold harmless the Member Agencies and each of their respective Board or Council members, Officers, agents, and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Council under this Agreement.

VI

ADMISSION AND WITHDRAWAL OF PARTIES

6.1 Admission of New Parties.

It is recognized that additional cities, other than the original parties, may wish to participate in WRCOG. Any Western Riverside County city may become a party to WRCOG upon such terms and conditions as established by the General Assembly or Executive Committee. Any Western Riverside County city shall become a party to WRCOG by the adoption by the city council of this Agreement and the execution of a written addendum hereto agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the General Assembly or Executive Committee. Special districts which are significantly involved in regional problems and the boundaries of which include territory within the collective area of the membership shall be eligible for advisory membership in the Council by the execution of

a separate MOU setting forth the terms of such participation. The representative of any such advisory member may participate in the work of committees of the Council.

6.2 Withdrawal from WRCOG.

It is fully anticipated that each party hereto shall participate in WRCOG until the purposes set forth in this Agreement are accomplished. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the General Assembly or Executive Committee, shall be conditioned as follows:

a. In the case of a voluntary withdrawal following a properly noticed public hearing, written notice shall be given to WRCOG, six months prior to the effective date of withdrawal.

b. Withdrawal shall not relieve the party of its proportionate share of any debts or other liabilities incurred by WRCOG prior to the effective date of the party's notice of withdrawal in a manner consist with Article V, above.

c. Unless otherwise provided by a unanimous vote of the Executive Committee, withdrawal shall result in the forfeiture of that party's rights and claims relating to distribution of property and funds upon termination of WRCOG as set forth in Section VII below.

d. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from membership in WRCOG.

VII

TERMINATION AND DISPOSITION OF ASSETS

7.1 Termination of this Agreement.

WRCOG shall continue to exercise the joint powers herein until the termination of this Agreement and any extension thereof or until the parties shall have mutually rescinded this Agreement, providing, however, that WRCOG and this Agreement shall continue to exist for the purposes of disposing of all claims, distribution of assets, and all other functions necessary to conclude the affairs of WRCOG.

Termination shall be accomplished by written consent of all of the parties, or shall occur upon the withdrawal from WRCOG of a sufficient number of the agencies enumerated herein so as to leave less than five of the enumerated agencies remaining in WRCOG.

7.2 Distribution of Property and Funds.

In the event of the termination of this Agreement, any property interest remaining in WRCOG following the discharge of all obligations shall be disposed of as the Executive Committee shall determine with the objective of distributing to each remaining party a proportionate return on the contributions made to such properties by such parties, less previous returns, if any.

VIII

IMPLEMENTATION AND PARTICIPATION AGREEMENTS:

ASSOCIATE MEMBERSHIP

8.1 Execution of Agreement.

When authorized by the Executive Committee, any affected member agency, or agencies enumerated herein may execute an Implementation Agreement for the purpose of authorizing WRCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by

WRCOG in implementing a program, including indirect costs, shall be assessed only to those public agencies who are parties to that Implementation Agreement.

8.2 PACE Agreements; Associate Membership.

WRCOG shall be empowered to establish and operate one or more Property Assessed Clean Energy (“PACE”) Programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements, and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of WRCOG.

WRCOG, acting through its Executive Committee, shall be empowered to establish an “Associate Member” status that provides membership in WRCOG to local jurisdictions that are outside WRCOG’s jurisdictional boundaries but within whose boundaries a PACE Program will be established and implemented by WRCOG. Said local jurisdictions shall become Associate Members of WRCOG by adopting one or more agreements (the “PACE Agreement”) on the terms and conditions established by the Executive Committee and consistent with the requirements of the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the California Government Code (Sections 6500 et seq.). The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement for the purposes of implementing the PACE Program within their jurisdictional boundaries. Except as expressly provided for by the PACE Agreement, Associate Members shall not have any rights otherwise granted to WRCOG’s members by this Agreement, including but not

limited to the right to vote, right to amend this Agreement, and right to sit on committees or boards established under this Agreement or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee.

IX

MISCELLANEOUS

9.1 Amendments.

This Agreement may be amended with the approval of not less than two-thirds (2/3) of all member agencies.

9.2 Notice.

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the addresses of the parties as shown on Exhibit "A", shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

9.3 Effective Date.

This Agreement shall be effective and WRCOG shall exist from and after such date as this Agreement has been executed by any seven or more of the public agencies, including the County of Riverside, as listed on page 1 hereof.

9.4 Partial Invalidity.

If any one or more of the terms, provisions, sections, promises, covenants, or conditions of this Agreement shall, to any extent, be adjudged invalid, unenforceable,

void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

9.5 Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

9.6 Assignment.

The parties hereto shall not assign any rights or obligations under this Agreement without written consent of all other parties.

9.7 Execution.

The Board of Supervisors of the County of Riverside and the City Councils of the cities enumerated herein have each authorized execution of this Agreement as evidenced by the authorized signatures below, respectively.

EXHIBIT "A"

Original Members

1.	City of Banning	99 E. Ramsey, Banning, CA 92220
2.	City of Beaumont (rejoined June 22, 2017)	550 East 6th Street, Beaumont, CA 92223
3.	City of Calimesa	908 Park Avenue, Calimesa, CA 92230
4.	City of Canyon Lake	31516 Railroad Canyon Road, Canyon Lake, CA 92587
5.	City of Corona	400 S. Vicentia Avenue, Corona, CA 92882
6.	City of Hemet	445 East Florida Avenue, Hemet, CA 92543
7.	City of Lake Elsinore	130 S. Main Street, Lake Elsinore, CA 92530
8.	City of Moreno Valley	14177 Frederick Street, Moreno Valley, CA 92552
9.	City of Murrieta	1 Town Square, Murrieta, CA 92562
10.	City of Norco	2870 Clark Avenue, Norco, CA 92860
11.	City of Perris	101 North "D" Street, Perris, CA 92570
12.	City of Riverside	3900 Main Street, Riverside, CA 92522
13.	City of San Jacinto	595 S. San Jacinto Avenue, Building B, San Jacinto, CA 92583
14.	City of Temecula	41000 Main Street, Temecula, CA 92590
15.	County of Riverside	4080 Lemon Street, Riverside, CA 92501

Additional City Members

1.	City of Eastvale (added on 08/02/2010, Resolution 01-11)	12363 Limonite Avenue, Suite 910, Eastvale, CA 91752
2.	City of Jurupa Valley (added on 07/29/2011, Resolution 02-12)	8930 Limonite Avenue, Jurupa Valley, CA 92509
3.	City of Menifee (added on 10/06/2008, Resolution 03-09)	29844 Haun Road, Menifee, CA 92586
4.	City of Wildomar (added on 08/04/2008, Resolution 01-09)	23873 Clinton Keith Rd., Suite 201, Wildomar, CA 92595

For Reference Only

Participating Agencies

1.	Eastern Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)	2270 Trumble Road, Perris, CA 92572
2.	Western Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)	14205 Meridian Parkway, Riverside, CA 92518
3.	Riverside County Superintendent of Schools (membership as an ex-officio, advisory member of WRCOG, 11/07/2011)	3939 Thirteenth Street, Riverside, CA 92501
4.	Morongo Band of Mission Indians (membership on the Governing Board of WRCOG, 7/6/2015. Withdrawn as of November 4, 2020)	

Attachment 1

Bylaws - red lined

**BY-LAWS
FOR THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS**

ARTICLE I

SECTION 1.

These Bylaws are provided for the organization and administration of the Western Riverside Council of Governments which has been established under a Joint Powers Agreement ("JPA"). These Bylaws supplement the Agreement. Capitalized terms shall have the same meaning as set forth in the JPA. In the event that the Bylaws conflict with the JPA, the JPA shall control.

**ARTICLE II
GENERAL ASSEMBLY**

SECTION 1. MEETINGS

- A. Annual Meeting. The annual General Assembly shall meet in June. The locations and times of these meetings shall be determined by the Executive Committee.
- B. Special Meetings. Special meetings of the General Assembly may be called by the Chairperson, or in his or her absence by the Vice-Chairperson, or in the absence of the Chairperson and the Vice-Chairperson, by the Second Vice-Chairperson, or a majority of the members of the member agencies.

SECTION 2. OFFICERS

- A. Nomination and Election. The General Assembly shall elect, by a majority vote, the Chairperson, Vice-Chairperson, and Second Vice-Chairperson from members of the Executive Committee, provided he or she is first nominated by either the General Assembly or Executive Committee. The election of the Chairperson, Vice-Chairperson, and Second Vice-Chairperson shall be conducted ~~once each year and no later than July~~annually by July 1, or as soon thereafter as possible.
- B. Prohibition. The ~~General Assembly shall not elect the~~ Chairperson, Vice-Chairperson, and Second Vice-Chairperson ~~from~~shall each be representatives ~~of the same~~from different General Assembly member ~~agency~~agencies.
- C. Term. The elected Chairperson, Vice-Chairperson, and Second Vice-Chairperson shall assume office ~~at the close of the meeting of their election~~annually on July 1 and each officer shall hold office for one year, or until his or her successor ~~shall be~~is elected.

- D. Vacancy. Notwithstanding Article II, Section 2.C., if the office of the Chairperson, Vice-Chairperson or Second Vice-Chairperson becomes vacant, the resulting vacancy(s) shall be filled by the Vice-Chairperson and/or Second Vice-Chairperson, respectively and a new Second Vice-Chairperson shall be selected as set forth in Article II, Section 2.A. Notwithstanding the forgoing, the Executive Committee ~~shall appoint, by a majority vote, one of its members to fill the unexpired term of the vacated office~~may choose to keep the position vacant until the annual selection of the Officers.
- E. Removal. Notwithstanding Article II, Section 2.D., the Executive Committee may remove the Chairperson, Vice-Chairperson or Second Vice-Chairperson by majority vote. The ~~removal of either the Chairperson, Vice-Chairperson or Second Vice-Chairperson creates a~~resulting vacancy ~~which~~ shall be filled in accordance with Article II, Section 2.D.
- F. Duties of Chairperson.
1. ~~F. Duties of the Chairperson, Vice-Chairperson and Second Vice-Chairperson.~~ The Chairperson shall, if present, preside at all meetings of the General Assembly ~~and~~, Executive Committee ~~and/or Administration & Finance Committee and shall~~ exercise and perform such other powers and duties as may be from time to time ~~be~~ assigned to ~~the Chairperson, including the creation and appointment of ad hoc committees. In the absence~~ him or her by the Executive Committee or as prescribed herein.
 2. In any case in which the execution of a document or the performance of an act is directed by action of the Executive Committee, the Chairperson, unless the act of the Executive Committee otherwise provides, is empowered to execute such document or perform such act.
 3. At the beginning of the fiscal year, the Chairperson shall make appointments to the Administration and Finance Committee.
 4. The Chairperson shall have the power to create and appoint ad hoc committees.
 5. The Chairperson may call special meetings
- G. Duties of the Vice Chairperson, ~~the~~, The Vice-Chairperson shall perform ~~all~~ the duties of the Chairperson in his or her absence. When so acting, the Vice-Chairperson shall have all the powers of, and be subject to all the restrictions upon, the Chairperson. ~~In the absence~~
- H. ~~of both the Chairperson and Vice-Chairperson, the~~ Duties of Second Vice-Chairperson. The Second Vice-Chairperson shall perform ~~all~~ the duties of the Chairperson in the absence of the Chairperson and the Vice-Chairperson. When

so acting, the Second Vice-Chairperson shall have all the powers of, and be subject to all the restrictions upon, the Chairperson.

- I. Past-Chairperson. In the absence of the Chairperson, Vice-Chairperson, and Second Vice-Chairperson, the ~~General Assembly~~ Chairperson of the Previous Year (the "Past Chairperson") shall perform the duties of the Chairperson for that meeting only. When so acting, Past Chairperson shall have all the powers of, and be subject to all the restrictions upon, the Chairperson.
- J. Chair Pro Tempore. In the absence of the Chairperson, Vice-Chairperson, Second Vice-Chairperson and the Past Chairperson, the Executive Director or designee shall open the meeting and the General Assembly ~~or~~ Executive Committee or Administration and Finance Committee, as applicable, shall choose one of its voting members to chair the meeting for that day only.

SECTION 3. VOTING

- A. In General. Each voting representative of a General Assembly Member Agency shall have one vote as set forth in Section 2.4.1 of the Joint Powers Agreement.
- ~~B. Eligibility. The Chairperson, Vice-Chairperson and Second Vice-Chairperson are eligible to vote.~~
- B. ~~C. Quorum.~~ The General Assembly shall act only upon a majority of ~~a quorum~~ those members present at the meeting. A quorum shall be the majority of the total ~~authorized~~ representatives of each General Assembly Member Agency, provided that a voting representative of a majority of the General Assembly Member Agencies are present.

ARTICLE III **EXECUTIVE COMMITTEE**

SECTION 1. MEMBERSHIP

- A. The Executive Committee will be composed of the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors, and the President of each water district, ~~and the Tribal Chairman of the Morongo Band of Mission Indians~~. Any City Council, at its discretion, can appoint a Mayor Pro Tem or other city council member in place of the Mayor. Each water district board, at its discretion, can appoint another board member in place of the President. ~~The Tribal Council of the Morongo Band of Mission Indians, at its discretion, can appoint another tribal council member in place of the Tribal Chairman.~~ Those members under this Section 1.A shall be referred to herein as "Regular Members."
- B. Each regular member on the Executive Committee shall also have an alternate, who must also be a current member of the legislative body of the ~~party~~ member agency such alternate represents. For the Board of Supervisors, the Board of

Supervisor's member not serving under section A, above, shall serve as an alternate to the members of the Board of Supervisors. The name of the alternate members shall be on file with the Secretary of the Executive Committee. ~~In~~During the absence of the regular member from ~~an agency~~a committee meeting, the alternate member from such agency shall assume all rights and duties of the absent regular member. Those members under this Section 1.B shall be referred to herein as "Alternate Members."

SECTION 2. OFFICERS

- A. Officers and Duties. The officers of the Executive Committee shall be the Chairperson, Vice-Chairperson, and Second Vice-Chairperson of the General Assembly. The Chairperson, Vice-Chairperson, and Second Vice-Chairperson shall perform the same duties set forth in Article II.
- B. Absence. If a jurisdiction misses three consecutive regular meetings, said jurisdiction shall be notified ~~of these occurrences~~by the Executive Director.

SECTION 3. MEETINGS

The Executive Committee shall meet in accordance with the meeting schedule adopted by the Executive Committee, as may be revised from time to time.

SECTION 4. QUORUM

The Executive Committee shall act only upon a majority of ~~a quorum~~those members present at the meeting. A quorum shall consist of a majority of the voting members of the Executive Committee.

SECTION 5. VOTING

Each member city present shall have one vote in the Executive Committee, each County Supervisor present shall have one vote, and each member water district present shall have one vote, ~~and the representative of the Morongo Band of Mission Indians present shall have one vote. Only authorized members present, or designated alternates.~~ Only Regular Members present, or Alternates Members acting when the ~~regular member~~Regular Member is absent, may vote. As set forth in the JPA, the water districts ~~and the Morongo Band of Mission Indian~~ members do not vote on TUMF matters.

SECTION 6. POWERS AND FUNCTIONS

- A. To prepare and recommend to the General Assembly a yearly budget for funds and distribution, and to determine the estimated share of contributions from each member agency.

- B. To administer, manage, contract for, and handle the financing of the studies, projects and programs.
- C. To exercise the powers of the Joint Powers Agreement between sessions of the General Assembly.
- D. To select and employ an Executive Director who shall be the Chief Administrative Officer of WRCOG and who shall have administrative supervision over all WRCOG employees. The Executive Committee shall establish personnel rules and regulations.
- E. To appoint ~~regular and special~~standing and ad hoc committees ~~within the~~from Executive Committee members.
- F. To establish and operate a ~~permanent~~business office for WRCOG.
- ~~G. To appoint advisory committees on such projects as it determines advisable.~~
- G. ~~H.~~ To provide for additional ex-officio, non-voting members, as deemed appropriate for the effective conduct of the business of the organization.

SECTION 7. POLICY REGARDING CONFIDENTIAL INFORMATION DISCLOSED DURING CLOSED SESSIONS

The Executive Committee recognizes that, from time to time, it is vital that members of the Executive Committee divulge certain privileged information obtained in WRCOG closed sessions ~~at WRCOG~~ to their own governing bodies ~~meeting in closed sessions~~. Thus, WRCOG adopts the policy set forth in Government Code section 54956.96 which authorizes the disclosure of closed session information that has ~~directed~~direct financial or liability. Such information can only be disclosed during closed session meetings of the member agency

- A. All information received by the legislative body of the member agency in a closed session related to the information presented to WRCOG in closed session shall be confidential. However, a member of the legislative body of a member agency, or his/her duly appointed alternate under the JPA, may disclose information obtained in a closed session that has direct financial or liability implications for that member agency to the following individuals:
 - 1. Legal counsel of that member agency for purposes of obtaining advice on whether the matter has direct financial or liability implications for that member agency.
 - 2. Other members of the legislative body of the member agency present in a closed session of that member agency, as well as other persons that may be invited to attend the closed session by the member agency's legislative body.

- B. The legislative body of the local agency member, upon the advice of its legal counsel, may conduct a closed session in order to receive, discuss, and~~/or~~ take action concerning information obtained in a closed session of WRCOG pursuant to this Policy.

ARTICLE IV **OTHER COMMITTEES**

SECTION 1. TECHNICAL ADVISORY COMMITTEE

- A. Duties. The Technical Advisory Committee (TAC) shall interface with WRCOG staff, review staff reports, consider staff recommendations, provide recommendations to the Executive Committee, and perform such other duties as may be delegated to it.
- B. Meetings. The TAC may meet once a month or as it is deemed necessary.
- C. Membership. The TAC is comprised of an executive from the County of Riverside, the City Manager from each of WRCOG's member cities, the General Manager from each of WRCOG's member water districts, ~~the Chief Administrative Officer from the Morongo Band of Mission Indians,~~ and the Executive Director from the March Joint Powers Authority. A City Manager, Water District General Manager, ~~Chief Administrative Officer of the Morongo Band of Mission Indians,~~ and Executive Director from the March JPA may appoint an alternate who is a department head of the agency.
- D. Quorum. The TAC shall act only upon a majority of ~~a quorum~~those members present at the meeting. A quorum shall consist of a majority of the members of the TAC. Each representative shall have one vote, except that members of the water districts ~~and Morongo Band of Mission Indians~~ shall not vote on TUMF matters.

SECTION 2. ADMINISTRATION & FINANCE COMMITTEE

- A. Duties. The Administration & Finance Committee shall provide budget and finance overview for WRCOG, review staff recommendations on WRCOG programs prior to consideration by the Executive Committee, and provide advice on other matters to the Executive Committee as needed. The Administration & Finance Committee shall have the authority (i) to increase the WRCOG budget in any category up to fifteen percent (15%); and (ii) to authorize contracts up to \$200,000 when the contract requires execution prior to the next regularly scheduled Executive Committee meeting.
- B. Meetings. The Administration & Finance Committee may meet once a month or as it is deemed necessary.

- C. Membership. The Administration & Finance Committee shall be composed of the Executive Committee Chairperson; the Executive Committee Vice-Chairperson, the Executive Committee Second Vice-Chairperson, the Past Executive Committee Chairperson; and seven other members of the Executive Committee selected by the Executive Committee Chairperson. When selecting members of the Administration & Finance Committee, the Executive Committee Chairperson is encouraged to consider geographic balance. At least two members of the Board of Supervisors shall be members of the Administration & Finance Committee. At least one member shall be a water district representative.
- D. Quorum and Voting. The Administration & Finance Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the members of the ~~committee~~Committee. Each member present shall have one vote, except that members representing the water districts ~~and Morongo Band of Mission Indians~~ shall not vote on TUMF matters.
- E. Term and Removal. Appointments to the Administration & Finance Committee shall be for a one-year term ending on June 30 of the fiscal year (July to June) in which the appointments are made or until new members are appointed. The process set forth below applies should the Chair wish to remove a Board member appointed ("Appointee") during the one-year term of the appointment. The process does not apply to the Chair's decision not to reappoint an Appointee at the end of the Appointee's one-year term.
1. The Chair shall provide Appointee with written notice of the Chair's decision to remove the Appointee from the appointment.
 2. The notice shall be provided ~~in writing~~ to Appointee through WRCOG's Executive Director and shall include a brief statement of why removal is sought, which reason may include, without limitation, three or more consecutive absences of regular committee meetings. The notice shall be delivered to the email address, if any, provided by Appointee as well as by first class mail to the Clerk of the City / County appointing Appointee to the WRCOG Executive Committee and Appointee's mailing address.
 3. The removal shall be effective on the 15th day after WRCOG's Executive Director sends notice to Appointee unless Appointee provides notice to the WRCOG Executive Director, prior to the expiration of such 15-day period, of his or her desire to contest the removal.
 4. In the event that the removal is contested, the removal shall be stayed and the Executive Director shall schedule an Administration & Finance Committee meeting at which both the Chair and Appointee may present their arguments for and against removal. Based thereon, the Administration & Finance Committee shall either uphold or reject the removal. The decision of the Administration & Finance Committee shall be final.

5. If the removal is not contested or is approved by the Administration & Finance Committee, the Chair may appoint another ~~WRCOG-Executive Committee member~~Regular Member to fill the remainder of the Appointee's term. The appointment of the new member shall comply with the membership requirements set forth in Section C, above. The term of the newly appointed member shall expire on June 30 of the fiscal year in which the appointment is made.

This section 2.E shall only apply to appointments made by the Chair to the seven open seats on the Administration & Finance Committee and not to the four ex-officio members of the ~~committee~~Committee.

ARTICLE V

EXECUTIVE DIRECTOR AND GENERAL COUNSEL

SECTION 1. EXECUTIVE DIRECTOR

~~A. Duties. In addition to those duties enumerated in the Joint Powers Agreement, the duties of the Executive Director are:~~

A. Duties. The Executive Director shall be responsible for the overall management of WRCOG, and has the necessary and full authority to effect this responsibility subject to the Executive Committee's oversight, any policies and directives issued by the Committee, and as called upon pursuant to the WRCOG JPA Agreement. The Executive Director shall be a full-time officer. The appointment and employment of the Executive Director shall be overseen by the Administration & Finance Committee and confirmed by the Executive Committee as set forth in Section B, below. In addition to those set forth in the Joint Powers Agreement, the powers and duties of the Executive Director, subject to oversight by the Executive Committee, are:

1. To administer ~~all contracts~~the personnel system, including contract employees of WRCOG.
2. To administer all WRCOG contracts, except as set forth in Article V.2.B (General Counsel).
3. To cause to be prepared by a Certified Public Accountant and to submit to the Executive Committee as soon as practical after the end of each fiscal year a post-audit of the financial transactions and records of WRCOG for the preceding year.
4. To keep the Executive Committee advised as to the needs of WRCOG.
5. ~~2.~~To have full charge of the administration of the business affairs of WRCOG., including the review and rejection of claims..

~~3. To exercise general supervision over all property belonging to WRCOG.~~

6. To see that all ordinances, rules and regulations, motions, or resolutions are enforced.
7. ~~4.~~ To accept, on behalf of WRCOG, easements and other property rights and interests.
8. ~~5.~~ To be responsible for the purchase of all supplies and equipment of WRCOG.
9. To provide for the clerical services required by WRCOG including keeping a book of minutes of all meetings of WRCOG, giving notice of all meetings as may be required by law or action of WRCOG, and (h) perform such other duties as may be prescribed by motion, ordinance or resolution of WRCOG.
10. To take any or all of the following actions in relation to employees of WRCOG :
 - a) To hire employees at the appropriate salary range as determined by the Executive Committee .
 - b) To promote, transfer, suspend with or without pay, or discharge any employee in accordance with applicable rules and policies
11. To make disbursements of WRCOG funds consistent with the annual budget, as may be amended by the Executive Committee from time to-time. The Executive Director shall have such other duties, powers and responsibilities as may from time to time be assigned by the Executive Committee or General Assembly.
12. ~~6. Accept~~ To accept grants on behalf of WRCOG.
13. Annually to prepare and present a proposed budget to the Executive Committee and General Assembly.
14. To serve as Secretary of the General Assembly and of the Executive Committee.
15. To attend meetings of the General Assembly, Executive Committee Administration & Finance Committee and other standing and ad hoc committees.
16. To perform such other and additional duties as the Executive Committee may require.

B. Selection, Oversight and Termination.

a. Selection.

1. Upon a vacancy or expected vacancy of the position of the Executive Director, the Administration & Finance Committee shall be responsible for directing the recruitment of Executive Director candidates, subject to the direction and oversight of the Executive Committee.

2.

a) Following recruitment, the Administration & Finance Committee may appoint an ad hoc to interview potential candidates with a goal of presenting two or three candidates to the Administration & Finance Committee for consideration.

b) The Administrative & Finance Committee shall then interview potential candidates recommended by the ad hoc committee with a goal of recommending one or two candidates to the Executive Committee for consideration as set forth in Step 4, below.

c) If the Administration & Finance Committee decides not to appoint an ad hoc committee, Step 2 shall be skipped and the process shall proceed directly to step 3, below.

3. If the Administration & Finance Committee decides not to appoint an ad hoc committee provided for in Step 2, below, the Administrative and Finance Committee shall interview potential candidates with a goal of recommending one or two candidates to the Executive Committee for consideration.

4. The Executive Committee shall then make the final selection and oversee the negotiation of a employment contract.

5. The Executive Committee may approve deviations from the process set forth above.

b. Oversight. Under the direction of the Executive Committee, the Administration & Finance Committee shall be primarily responsible for the oversight of the Executive Director. A performance review shall be performed annually or more frequently by the Administration & Finance Committee and then by the Executive Committee. Any changes in employment terms, included changes in compensation or benefits, shall be approved by the Executive Committee.

c. Termination. The Executive Director may be terminated pursuant to the terms of the Executive Director's employment contract by the Executive Committee on its own motion or upon recommendation of the Administration & Finance Committee

~~B. Contract~~C. Contracting. The Executive Director is authorized to contract and execute on behalf of WRCOG, contracts, including contracts for supplies, equipment and materials, and consultants, not to exceed \$~~100,000.00~~100,000, provided the contract relates to purposes previously approved and budgeted by the General Assembly or Executive Committee.

SECTION 2. GENERAL COUNSEL

A. Duties of General Counsel. The General Counsel shall be a person admitted to practice law by the Supreme Court of California or a firm comprised of same, and shall have been actively engaged in the practice of law for not less than 10 years preceding appointment. The General Counsel shall represent and advise the General Assembly, Executive Committee, Administration & Finance Committee and the Executive Director on legal matters actions, or proceedings in which WRCOG is concerned, or interested, or is a party.

B. The General Counsel shall be selected and overseen by the Executive Committee. The power to terminate the General Counsel shall rest exclusively with the Executive Committee.

ARTICLE VI **DEFINITION OF WESTERN RIVERSIDE AREA**

The boundaries of WRCOG shall be defined according to the legal description attached hereto as Exhibit "A."

ARTICLE VII **AMENDMENTS**

These Bylaws and any amendments thereto may be amended by the General Assembly, by majority vote. Proposed amendments shall be submitted, in writing, to members of the General Assembly along with the agenda for such meeting.

ARTICLE VII **REVIEW OF BYLAWS**

It is the intent of the Executive Committee and General Assembly that these Bylaws shall

be reviewed by the Administration & Finance Committee at least every 4 years, or sooner if determined necessary. Following review, the Bylaws, along with any recommended updates, shall be presented to the Executive Committee. If changes are approved by the Executive Committee, the changes shall be effective immediately, provided that any changes shall be presented to the General Assembly as soon thereafter as practical for confirmation.

Summary report: Litera® Change-Pro for Word 10.8.2.11 Document comparison done on 10/8/2021 12:32:26 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: CURRENT WRCOG Bylaws as of 110518.docx	
Modified filename: Updated DRAFT Bylaws (October 2021)--SCD-c1.DOCX	
Changes:	
<u>Add</u>	155
Delete	81
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	236

Attachment 2

Bylaws - clean

**BY-LAWS
FOR THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS**

ARTICLE I

SECTION 1.

These Bylaws are provided for the organization and administration of the Western Riverside Council of Governments which has been established under a Joint Powers Agreement ("JPA"). These Bylaws supplement the Agreement. Capitalized terms shall have the same meaning as set forth in the JPA. In the event that the Bylaws conflict with the JPA, the JPA shall control.

**ARTICLE II
GENERAL ASSEMBLY**

SECTION 1. MEETINGS

- A. Annual Meeting. The annual General Assembly shall meet in June. The locations and times of these meetings shall be determined by the Executive Committee.
- B. Special Meetings. Special meetings of the General Assembly may be called by the Chairperson, or in his or her absence by the Vice-Chairperson, or in the absence of the Chairperson and the Vice-Chairperson, by the Second Vice-Chairperson, or a majority of the members of the member agencies.

SECTION 2. OFFICERS

- A. Nomination and Election. The General Assembly shall elect, by a majority vote, the Chairperson, Vice-Chairperson, and Second Vice-Chairperson from members of the Executive Committee, provided he or she is first nominated by either the General Assembly or Executive Committee. The election of the Chairperson, Vice-Chairperson, and Second Vice-Chairperson shall be conducted annually by July 1, or as soon thereafter as possible.
- B. Prohibition. The Chairperson, Vice-Chairperson, and Second Vice-Chairperson shall each be representatives from different General Assembly member agencies.
- C. Term. The elected Chairperson, Vice-Chairperson, and Second Vice-Chairperson shall assume office annually on July 1 and each officer shall hold office for one year, or until his or her successor is elected.
- D. Vacancy. Notwithstanding Article II, Section 2.C., if the office of the Chairperson, Vice-Chairperson, or Second Vice-Chairperson becomes vacant, the resulting vacancy(ies) shall be filled by the Vice-Chairperson and/or Second Vice-

Chairperson, respectively, and a new Second Vice-Chairperson shall be selected as set forth in Article II, Section 2.A. Notwithstanding the forgoing, the Executive Committee may choose to keep the position vacant until the annual selection of the Officers.

- E. Removal. Notwithstanding Article II, Section 2.D., the Executive Committee may remove the Chairperson, Vice-Chairperson, or Second Vice-Chairperson by majority vote. The resulting vacancy shall be filled in accordance with Article II, Section 2.D.
- F. Duties of the Chairperson.
 - 1. The Chairperson shall, if present, preside at all meetings of the General Assembly, Executive Committee, or Administration & Finance Committee and shall exercise and perform such other powers and duties as may be from time to time assigned him or her by the Executive Committee or as prescribed herein.
 - 2. In any case in which the execution of a document or the performance of an act is directed by action of the Executive Committee, the Chairperson, unless the act of the Executive Committee otherwise provides, is empowered to execute such document or perform such act.
 - 3. At the beginning of the fiscal year, the Chairperson shall make appointments to the Administration & Finance Committee.
 - 4. The Chairperson shall have the power to create and appoint ad hoc committees.
 - 5. The Chairperson may call special meetings.
- G. Duties of the Vice Chairperson. The Vice-Chairperson shall perform the duties of the Chairperson in his or her absence. When so acting, the Vice-Chairperson shall have all the powers of, and be subject to all the restrictions upon, the Chairperson.
- H. Duties of Second Vice-Chairperson. The Second Vice-Chairperson shall perform the duties of the Chairperson in the absence of the Chairperson and the Vice-Chairperson. When so acting, the Second Vice-Chairperson shall have all the powers of, and be subject to all the restrictions upon, the Chairperson.
- I. Past-Chairperson. In the absence of the Chairperson, Vice-Chairperson, and Second Vice-Chairperson, the Chairperson of the Previous Year (the "Past Chairperson") shall perform the duties of the Chairperson for that meeting only. When so acting, Past Chairperson shall have all the powers of, and be subject to all the restrictions upon, the Chairperson.

- J. Chair Pro Tempore. In the absence of the Chairperson, Vice-Chairperson, Second Vice-Chairperson and the Past Chairperson, the Executive Director or designee shall open the meeting and the General Assembly or, Executive Committee, or Administration & Finance Committee, as applicable, shall choose one of its voting members to chair the meeting for that day only.

SECTION 3. VOTING

- A. In General. Each voting representative of a General Assembly Member Agency shall have one vote as set forth in Section 2.4.1 of the Joint Powers Agreement.
- B. Quorum. The General Assembly shall act only upon a majority of those members present at the meeting. A quorum shall be the majority of the total representatives of each General Assembly Member Agency, provided that a voting representative of a majority of the General Assembly Member Agencies are present.

ARTICLE III **EXECUTIVE COMMITTEE**

SECTION 1. MEMBERSHIP

- A. The Executive Committee will be composed of the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors, and the President of each water district. Any City Council, at its discretion, can appoint a Mayor Pro Tem or other City Council member in place of the Mayor. Each water district Board, at its discretion, can appoint another Board member in place of the President. Those members under this Section 1.A shall be referred to herein as "Regular Members."
- B. Each Regular Member on the Executive Committee shall also have an alternate, who must also be a current member of the legislative body of the member agency such alternate represents. For the Board of Supervisors, the Board of Supervisor's member not serving under section A, above, shall serve as an alternate to the members of the Board of Supervisors. The name of the alternate members shall be on file with the Secretary of the Executive Committee. During the absence of the regular member from a committee meeting, the alternate member from such agency shall assume all rights and duties of the absent Regular Member. Those members under this Section 1.B shall be referred to herein as "Alternate Members."

SECTION 2. OFFICERS

- A. Officers and Duties. The Officers of the Executive Committee shall be the Chairperson, Vice-Chairperson, and Second Vice-Chairperson of the General Assembly. The Chairperson, Vice-Chairperson, and Second Vice-Chairperson shall perform the same duties set forth in Article II.

- B. Absence. If a jurisdiction misses three consecutive regular meetings, said jurisdiction shall be notified by the Executive Director.

SECTION 3. MEETINGS

The Executive Committee shall meet in accordance with the meeting schedule approved by the Executive Committee, as may be revised from time to time.

SECTION 4. QUORUM

The Executive Committee shall act only upon a majority of those members present at the meeting. A quorum shall consist of a majority of the voting members of the Executive Committee.

SECTION 5. VOTING

Each member city present shall have one vote in the Executive Committee, each County Supervisor present shall have one vote, and each member water district present shall have one vote. Only Regular Members present, or Alternate Members acting when the Regular Member is absent, may vote. As set forth in the JPA, the water districts members do not vote on TUMF matters.

SECTION 6. POWERS AND FUNCTIONS

- A. To prepare and recommend to the General Assembly a yearly budget for funds and distribution, and to determine the estimated share of contributions from each member agency.
- B. To administer, manage, contract for, and handle the financing of the studies, projects, and programs.
- C. To exercise the powers of the Joint Powers Agreement between sessions of the General Assembly.
- D. To select and employ an Executive Director who shall be the Chief Executive Officer of WRCOG and who shall have administrative supervision over all WRCOG employees. The Executive Committee shall establish personnel rules and regulations.
- E. To appoint standing and ad hoc committees from Executive Committee members.
- F. To establish and operate a business office for WRCOG.
- G. To provide for additional ex-officio, non-voting members, as deemed appropriate for the effective conduct of the business of the organization.

SECTION 7. POLICY REGARDING CONFIDENTIAL INFORMATION DISCLOSED DURING CLOSED SESSIONS

The Executive Committee recognizes that, from time to time, it is vital that members of the Executive Committee divulge certain privileged information obtained in WRCOG closed sessions to their own governing bodies. Thus, WRCOG adopts the policy set forth in Government Code section 54956.96 which authorizes the disclosure of closed session information that has direct financial or liability implication. Such information can only be disclosed during closed session meetings of the member agency.

- A. All information received by the legislative body of the member agency in a closed session related to the information presented to WRCOG in closed session shall be confidential. However, a member of the legislative body of a member agency, or his or her duly appointed alternate under the JPA, may disclose information obtained in a closed session that has direct financial or liability implications for that member agency to the following individuals:
 - 1. Legal counsel of that member agency for purposes of obtaining advice on whether the matter has direct financial or liability implications for that member agency.
 - 2. Other members of the legislative body of the member agency present in a closed session of that member agency, as well as other persons that may be invited to attend the closed session by the member agency's legislative body.
- B. The legislative body of the local agency member, upon the advice of its legal counsel, may conduct a closed session in order to receive, discuss, and/or take action concerning information obtained in a closed session of WRCOG pursuant to this Policy.

ARTICLE IV **OTHER COMMITTEES**

SECTION 1. TECHNICAL ADVISORY COMMITTEE

- A. Duties. The Technical Advisory Committee (TAC) shall interface with WRCOG staff, review staff reports, consider staff recommendations, provide recommendations to the Executive Committee, and perform such other duties as may be delegated to it.
- B. Meetings. The TAC may meet once a month or as it is deemed necessary.
- C. Membership. The TAC is comprised of an executive from the County of Riverside, the City Manager from each of WRCOG's member cities, the General Manager from each of WRCOG's member water districts, and the Executive Director from the March Joint Powers Authority. A City Manager, Water District General

Manager, and Executive Director from the March JPA may appoint an alternate who is a department head of that agency.

- D. Quorum. The TAC shall act only upon a majority of those members present at the meeting. A quorum shall consist of a majority of the members of the TAC. Each representative shall have one vote, except that members of the water districts shall not vote on TUMF matters.

SECTION 2. ADMINISTRATION & FINANCE COMMITTEE

- A. Duties. The Administration & Finance Committee shall provide budget and finance overview for WRCOG, review staff recommendations on WRCOG programs prior to consideration by the Executive Committee, and provide advice on other matters to the Executive Committee as needed. The Administration & Finance Committee shall have the authority (i) to increase the WRCOG budget in any category up to fifteen percent (15%); and (ii) to authorize contracts up to \$200,000 when the contract requires execution prior to the next regularly scheduled Executive Committee meeting.
- B. Meetings. The Administration & Finance Committee may meet once a month or as it is deemed necessary.
- C. Membership. The Administration & Finance Committee shall be composed of the Executive Committee Chairperson; the Executive Committee Vice-Chairperson, the Executive Committee Second Vice-Chairperson, the Past Executive Committee Chairperson; and seven other members of the Executive Committee selected by the Executive Committee Chairperson. When selecting members of the Administration & Finance Committee, the Executive Committee Chairperson is encouraged to consider geographic balance. At least two members of the Board of Supervisors shall be members of the Administration & Finance Committee. At least one member shall be a water district representative.
- D. Quorum and Voting. The Administration & Finance Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the members of the Committee. Each member present shall have one vote, except that members representing the water districts shall not vote on TUMF matters.
- E. Term and Removal. Appointments to the Administration & Finance Committee shall be for a one-year term ending on June 30 of the fiscal year (July to June) in which the appointments are made or until new members are appointed. The process set forth below applies should the Chair wish to remove a Committee member appointed ("Appointee") during the one-year term of the appointment. The process does not apply to the Chair's decision not to reappoint an Appointee at the end of the Appointee's one-year term.

1. The Chair shall provide Appointee with written notice of the Chair's decision to remove the Appointee from the appointment.
2. The notice shall be provided to Appointee through WRCOG's Executive Director and shall include a brief statement of why removal is sought, which reason may include, without limitation, three or more consecutive absences of regular committee meetings. The notice shall be delivered to the email address, if any, provided by Appointee as well as by first class mail to the Clerk of the City / County appointing Appointee to the WRCOG Executive Committee and Appointee's mailing address.
3. The removal shall be effective on the 15th day after the Executive Director sends notice to Appointee unless Appointee provides notice to the Executive Director, prior to the expiration of such 15-day period, of his or her desire to contest the removal.
4. In the event that the removal is contested, the removal shall be stayed and the Executive Director shall schedule an Administration & Finance Committee meeting at which both the Chair and Appointee may present their arguments for and against removal. Based thereon, the Administration & Finance Committee shall either uphold or reject the removal. The decision of the Administration & Finance Committee shall be final.
5. If the removal is not contested or is approved by the Administration & Finance Committee, the Chair may appoint another Executive Committee Regular Member to fill the remainder of the Appointee's term. The appointment of the new member shall comply with the membership requirements set forth in Section C, above. The term of the newly appointed member shall expire on June 30 of the fiscal year in which the appointment is made.

This section 2.E shall only apply to appointments made by the Chair to the seven open seats on the Administration & Finance Committee and not to the four ex-officio members of the Committee.

ARTICLE V

EXECUTIVE DIRECTOR AND GENERAL COUNSEL

SECTION 1. EXECUTIVE DIRECTOR

- A. Duties. The Executive Director shall be responsible for the overall management of WRCOG and has the necessary and full authority to effect this responsibility subject to the Executive Committee's oversight, any policies and directives issued by the Committee, and as called upon pursuant to the WRCOG JPA. The Executive Director shall be a full-time Officer. The appointment and employment of the Executive Director shall be overseen by the Administration & Finance

Committee and confirmed by the Executive Committee as set forth in Section B, below. In addition to those set forth in the JPA, the powers and duties of the Executive Director, subject to oversight by the Executive Committee, are:

1. To administer the personnel system, including contract employees of WRCOG.
2. To administer all WRCOG contracts, except as set forth in Article V.2.B (General Counsel).
3. To cause to be prepared by a Certified Public Accountant and to submit to the Executive Committee as soon as practical after the end of each fiscal year a post-audit of the financial transactions and records of WRCOG for the preceding year.
4. To keep the Executive Committee advised as to the needs of WRCOG.
5. To have full charge of the administration of the business affairs of WRCOG, including the review and rejection of claims.
6. To see that all ordinances, rules and regulations, motions, or resolutions are enforced.
7. To accept, on behalf of WRCOG, easements and other property rights and interests.
8. To be responsible for the purchase of all supplies and equipment of WRCOG.
9. To provide for the clerical services required by WRCOG including keeping a book of minutes of all meetings of WRCOG, giving notice of all meetings as may be required by law or action of WRCOG, and perform such other duties as may be prescribed by motion, ordinance, or resolution of WRCOG.
10. To take any or all of the following actions in relation to employees of WRCOG:
 - a) To hire employees at the appropriate salary range as determined by the Executive Committee.
 - b) To promote, transfer, suspend with or without pay, or discharge any employee in accordance with applicable rules and policies.
11. To make disbursements of WRCOG funds consistent with the annual budget, as may be amended by the Executive Committee from time to time. The Executive Director shall have such other duties, powers and

responsibilities as may from time to time be assigned by the Executive Committee or General Assembly.

12. To accept grants on behalf of WRCOG.
13. Annually to prepare and present a proposed budget to the Executive Committee and General Assembly.
14. To serve as Secretary of the General Assembly and of the Executive Committee.
15. To attend meetings of the General Assembly, Executive Committee, Administration & Finance Committee, and other standing and ad hoc committees.
16. To perform such other and additional duties as the Executive Committee may require.

B. Selection, Oversight, and Termination.

a) Selection.

1. Upon a vacancy or expected vacancy of the position of the Executive Director, the Administration & Finance Committee shall be responsible for directing the recruitment of Executive Director candidates, subject to the direction and oversight of the Executive Committee.
2. Following recruitment, the Administration & Finance Committee may appoint an ad hoc committee to interview potential candidates with a goal of presenting two or three candidates to the Administration & Finance Committee for consideration.
3. The Administration & Finance Committee shall then interview potential candidates recommended by the ad hoc committee with a goal of recommending one or two candidates to the Executive Committee for consideration as set forth in Step 4.
4. If the Administration & Finance Committee decides not to appoint an ad hoc committee, Step 2 shall be skipped, and the process shall proceed directly to Step 5.
5. If the Administration & Finance Committee decides not to appoint an ad hoc committee provided for in Step 2, the Administration & Finance Committee shall interview potential candidates with a goal of recommending one or two candidates to the Executive Committee for consideration.

6. The Executive Committee shall then make the final selection and oversee the negotiation of an employment contract.
 7. The Executive Committee may approve deviations from the process set forth above.
- b) Oversight. Under the direction of the Executive Committee, the Administration & Finance Committee shall be primarily responsible for the oversight of the Executive Director. A performance review shall be performed annually or more frequently by the Administration & Finance Committee and then by the Executive Committee. Any changes in employment terms, including changes in compensation or benefits, shall be approved by the Executive Committee.
 - c) Termination. The Executive Director may be terminated pursuant to the terms of the Executive Director's employment contract by the Executive Committee on its own motion or upon recommendation of the Administration & Finance Committee.
- C. Contracting. The Executive Director is authorized to contract and execute on behalf of WRCOG, contracts, including contracts for supplies, equipment and materials, and consultants, not to exceed \$100,000, provided the contract relates to purposes previously approved and budgeted by the General Assembly or Executive Committee.

SECTION 2. GENERAL COUNSEL

- A. Duties of General Counsel. The General Counsel shall be a person admitted to practice law by the Supreme Court of California or a firm comprised of same, and shall have been actively engaged in the practice of law for not less than 10 years preceding appointment. The General Counsel shall represent and advise the General Assembly, Executive Committee, Administration & Finance Committee, and the Executive Director on legal matters, actions, or proceedings in which WRCOG is concerned, or interested, or is a party.
- B. The General Counsel shall be selected and overseen by the Executive Committee. The power to terminate the General Counsel shall rest exclusively with the Executive Committee.

ARTICLE VI **DEFINITION OF WESTERN RIVERSIDE AREA**

The boundaries of WRCOG shall be defined according to the legal description attached hereto as Exhibit "A."

ARTICLE VII **AMENDMENTS**

These Bylaws and any amendments thereto may be amended by the General Assembly, by majority vote. Proposed amendments shall be submitted, in writing, to members of the General Assembly along with the agenda for such meeting.

ARTICLE VIII **REVIEW OF BYLAWS**

It is the intent of the Executive Committee and General Assembly that these Bylaws shall be reviewed by the Administration & Finance Committee at least every 4 years, or sooner if determined necessary. Following review, the Bylaws, along with any recommended updates, shall be presented to the Executive Committee. If changes are approved by the Executive Committee, the changes shall be effective immediately, provided that any changes shall be presented to the General Assembly as soon thereafter as practical for confirmation.

RESOLUTION NUMBER 25-21

**A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AMENDING ITS BYLAWS**

WHEREAS, the Western Riverside Council of Governments ("WRCOG") has been created pursuant to a certain Joint Exercise of Powers Agreement, as amended, ("JPA") in accordance with California Government Code section 6500, et seq.; and

WHEREAS, the WRCOG Executive Committee is comprised of the Mayor from each WRCOG member city, four members of the Riverside County Board of Supervisors, the President of each participating Water District; and the Riverside County Superintendent of Schools; and

WHEREAS, pursuant to Section 2.4.2 of the JPA, the Executive Committee is authorized to exercise the powers of the JPA between session of the General Assembly; and

WHEREAS, Section 2.4.1 of the JPA includes the power to amend WRCOG's Bylaws; and

WHEREAS, the Executive Committee of the Western Riverside Council desires to amend its Bylaws.

NOW THEREFORE, BE IT RESOLVED by the Executive Committee of the Western Riverside Council of Governments that:

Section 1: The Bylaws of the Western Riverside Council of Governments are hereby amended as set forth in in Exhibit "A," attached hereto and incorporated herein.

Section 2: This Resolution shall become effective upon adoption by the WRCOG Executive Committee.

PASSED AND ADOPTED by the Executive Committee of the Western Riverside Council of Governments on November 1, 2021.

Karen Spiegel, Chair
WRCOG Executive Committee

Kurt Wilson, Secretary
WRCOG Executive Committee

Approved as to form:

Steven DeBaun
WRCOG Legal Counsel

AYES: _____ NAYS: _____ ABSENT: _____ ABSTAIN: _____

**BY-LAWS
FOR THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS**

ARTICLE I

SECTION 1.

These Bylaws are provided for the organization and administration of the Western Riverside Council of Governments which has been established under a Joint Powers Agreement ("JPA"). These Bylaws supplement the Agreement. Capitalized terms shall have the same meaning as set forth in the JPA. In the event that the Bylaws conflict with the JPA, the JPA shall control.

**ARTICLE II
GENERAL ASSEMBLY**

SECTION 1. MEETINGS

- A. Annual Meeting. The annual General Assembly shall meet in June. The locations and times of these meetings shall be determined by the Executive Committee.
- B. Special Meetings. Special meetings of the General Assembly may be called by the Chairperson, or in his or her absence by the Vice-Chairperson, or in the absence of the Chairperson and the Vice-Chairperson, by the Second Vice-Chairperson, or a majority of the members of the member agencies.

SECTION 2. OFFICERS

- A. Nomination and Election. The General Assembly shall elect, by a majority vote, the Chairperson, Vice-Chairperson, and Second Vice-Chairperson from members of the Executive Committee, provided he or she is first nominated by either the General Assembly or Executive Committee. The election of the Chairperson, Vice-Chairperson, and Second Vice-Chairperson shall be conducted annually by July 1, or as soon thereafter as possible.
- B. Prohibition. The Chairperson, Vice-Chairperson, and Second Vice-Chairperson shall each be representatives from different General Assembly member agencies.
- C. Term. The elected Chairperson, Vice-Chairperson, and Second Vice-Chairperson shall assume office annually on July 1 and each officer shall hold office for one year, or until his or her successor is elected.
- D. Vacancy. Notwithstanding Article II, Section 2.C., if the office of the Chairperson, Vice-Chairperson, or Second Vice-Chairperson becomes vacant, the resulting vacancy(ies) shall be filled by the Vice-Chairperson and/or Second Vice-

Chairperson, respectively, and a new Second Vice-Chairperson shall be selected as set forth in Article II, Section 2.A. Notwithstanding the forgoing, the Executive Committee may choose to keep the position vacant until the annual selection of the Officers.

- E. Removal. Notwithstanding Article II, Section 2.D., the Executive Committee may remove the Chairperson, Vice-Chairperson, or Second Vice-Chairperson by majority vote. The resulting vacancy shall be filled in accordance with Article II, Section 2.D.
- F. Duties of the Chairperson.
 - 1. The Chairperson shall, if present, preside at all meetings of the General Assembly, Executive Committee, or Administration & Finance Committee and shall exercise and perform such other powers and duties as may be from time to time assigned him or her by the Executive Committee or as prescribed herein.
 - 2. In any case in which the execution of a document or the performance of an act is directed by action of the Executive Committee, the Chairperson, unless the act of the Executive Committee otherwise provides, is empowered to execute such document or perform such act.
 - 3. At the beginning of the fiscal year, the Chairperson shall make appointments to the Administration & Finance Committee.
 - 4. The Chairperson shall have the power to create and appoint ad hoc committees.
 - 5. The Chairperson may call special meetings.
- G. Duties of the Vice Chairperson. The Vice-Chairperson shall perform the duties of the Chairperson in his or her absence. When so acting, the Vice-Chairperson shall have all the powers of, and be subject to all the restrictions upon, the Chairperson.
- H. Duties of Second Vice-Chairperson. The Second Vice-Chairperson shall perform the duties of the Chairperson in the absence of the Chairperson and the Vice-Chairperson. When so acting, the Second Vice-Chairperson shall have all the powers of, and be subject to all the restrictions upon, the Chairperson.
- I. Past-Chairperson. In the absence of the Chairperson, Vice-Chairperson, and Second Vice-Chairperson, the Chairperson of the Previous Year (the "Past Chairperson") shall perform the duties of the Chairperson for that meeting only. When so acting, Past Chairperson shall have all the powers of, and be subject to all the restrictions upon, the Chairperson.

- J. Chair Pro Tempore. In the absence of the Chairperson, Vice-Chairperson, Second Vice-Chairperson and the Past Chairperson, the Executive Director or designee shall open the meeting and the General Assembly or, Executive Committee, or Administration & Finance Committee, as applicable, shall choose one of its voting members to chair the meeting for that day only.

SECTION 3. VOTING

- A. In General. Each voting representative of a General Assembly Member Agency shall have one vote as set forth in Section 2.4.1 of the Joint Powers Agreement.
- B. Quorum. The General Assembly shall act only upon a majority of those members present at the meeting. A quorum shall be the majority of the total representatives of each General Assembly Member Agency, provided that a voting representative of a majority of the General Assembly Member Agencies are present.

ARTICLE III **EXECUTIVE COMMITTEE**

SECTION 1. MEMBERSHIP

- A. The Executive Committee will be composed of the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors, and the President of each water district. Any City Council, at its discretion, can appoint a Mayor Pro Tem or other City Council member in place of the Mayor. Each water district Board, at its discretion, can appoint another Board member in place of the President. Those members under this Section 1.A shall be referred to herein as "Regular Members."
- B. Each Regular Member on the Executive Committee shall also have an alternate, who must also be a current member of the legislative body of the member agency such alternate represents. For the Board of Supervisors, the Board of Supervisor's member not serving under section A, above, shall serve as an alternate to the members of the Board of Supervisors. The name of the alternate members shall be on file with the Secretary of the Executive Committee. During the absence of the regular member from a committee meeting, the alternate member from such agency shall assume all rights and duties of the absent Regular Member. Those members under this Section 1.B shall be referred to herein as "Alternate Members."

SECTION 2. OFFICERS

- A. Officers and Duties. The Officers of the Executive Committee shall be the Chairperson, Vice-Chairperson, and Second Vice-Chairperson of the General Assembly. The Chairperson, Vice-Chairperson, and Second Vice-Chairperson shall perform the same duties set forth in Article II.

- B. Absence. If a jurisdiction misses three consecutive regular meetings, said jurisdiction shall be notified by the Executive Director.

SECTION 3. MEETINGS

The Executive Committee shall meet in accordance with the meeting schedule approved by the Executive Committee, as may be revised from time to time.

SECTION 4. QUORUM

The Executive Committee shall act only upon a majority of those members present at the meeting. A quorum shall consist of a majority of the voting members of the Executive Committee.

SECTION 5. VOTING

Each member city present shall have one vote in the Executive Committee, each County Supervisor present shall have one vote, and each member water district present shall have one vote. Only Regular Members present, or Alternate Members acting when the Regular Member is absent, may vote. As set forth in the JPA, the water districts members do not vote on TUMF matters.

SECTION 6. POWERS AND FUNCTIONS

- A. To prepare and recommend to the General Assembly a yearly budget for funds and distribution, and to determine the estimated share of contributions from each member agency.
- B. To administer, manage, contract for, and handle the financing of the studies, projects, and programs.
- C. To exercise the powers of the Joint Powers Agreement between sessions of the General Assembly.
- D. To select and employ an Executive Director who shall be the Chief Executive Officer of WRCOG and who shall have administrative supervision over all WRCOG employees. The Executive Committee shall establish personnel rules and regulations.
- E. To appoint standing and ad hoc committees from Executive Committee members.
- F. To establish and operate a business office for WRCOG.
- G. To provide for additional ex-officio, non-voting members, as deemed appropriate for the effective conduct of the business of the organization.

SECTION 7. POLICY REGARDING CONFIDENTIAL INFORMATION DISCLOSED DURING CLOSED SESSIONS

The Executive Committee recognizes that, from time to time, it is vital that members of the Executive Committee divulge certain privileged information obtained in WRCOG closed sessions to their own governing bodies. Thus, WRCOG adopts the policy set forth in Government Code section 54956.96 which authorizes the disclosure of closed session information that has direct financial or liability implication. Such information can only be disclosed during closed session meetings of the member agency.

- A. All information received by the legislative body of the member agency in a closed session related to the information presented to WRCOG in closed session shall be confidential. However, a member of the legislative body of a member agency, or his or her duly appointed alternate under the JPA, may disclose information obtained in a closed session that has direct financial or liability implications for that member agency to the following individuals:
 - 1. Legal counsel of that member agency for purposes of obtaining advice on whether the matter has direct financial or liability implications for that member agency.
 - 2. Other members of the legislative body of the member agency present in a closed session of that member agency, as well as other persons that may be invited to attend the closed session by the member agency's legislative body.
- B. The legislative body of the local agency member, upon the advice of its legal counsel, may conduct a closed session in order to receive, discuss, and/or take action concerning information obtained in a closed session of WRCOG pursuant to this Policy.

ARTICLE IV **OTHER COMMITTEES**

SECTION 1. TECHNICAL ADVISORY COMMITTEE

- A. Duties. The Technical Advisory Committee (TAC) shall interface with WRCOG staff, review staff reports, consider staff recommendations, provide recommendations to the Executive Committee, and perform such other duties as may be delegated to it.
- B. Meetings. The TAC may meet once a month or as it is deemed necessary.
- C. Membership. The TAC is comprised of an executive from the County of Riverside, the City Manager from each of WRCOG's member cities, the General Manager from each of WRCOG's member water districts, and the Executive Director from the March Joint Powers Authority. A City Manager, Water District General

Manager, and Executive Director from the March JPA may appoint an alternate who is a department head of that agency.

- D. Quorum. The TAC shall act only upon a majority of those members present at the meeting. A quorum shall consist of a majority of the members of the TAC. Each representative shall have one vote, except that members of the water districts shall not vote on TUMF matters.

SECTION 2. ADMINISTRATION & FINANCE COMMITTEE

- A. Duties. The Administration & Finance Committee shall provide budget and finance overview for WRCOG, review staff recommendations on WRCOG programs prior to consideration by the Executive Committee, and provide advice on other matters to the Executive Committee as needed. The Administration & Finance Committee shall have the authority (i) to increase the WRCOG budget in any category up to fifteen percent (15%); and (ii) to authorize contracts up to \$200,000 when the contract requires execution prior to the next regularly scheduled Executive Committee meeting.
- B. Meetings. The Administration & Finance Committee may meet once a month or as it is deemed necessary.
- C. Membership. The Administration & Finance Committee shall be composed of the Executive Committee Chairperson; the Executive Committee Vice-Chairperson, the Executive Committee Second Vice-Chairperson, the Past Executive Committee Chairperson; and seven other members of the Executive Committee selected by the Executive Committee Chairperson. When selecting members of the Administration & Finance Committee, the Executive Committee Chairperson is encouraged to consider geographic balance. At least two members of the Board of Supervisors shall be members of the Administration & Finance Committee. At least one member shall be a water district representative.
- D. Quorum and Voting. The Administration & Finance Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the members of the Committee. Each member present shall have one vote, except that members representing the water districts shall not vote on TUMF matters.
- E. Term and Removal. Appointments to the Administration & Finance Committee shall be for a one-year term ending on June 30 of the fiscal year (July to June) in which the appointments are made or until new members are appointed. The process set forth below applies should the Chair wish to remove a Committee member appointed ("Appointee") during the one-year term of the appointment. The process does not apply to the Chair's decision not to reappoint an Appointee at the end of the Appointee's one-year term.

1. The Chair shall provide Appointee with written notice of the Chair's decision to remove the Appointee from the appointment.
2. The notice shall be provided to Appointee through WRCOG's Executive Director and shall include a brief statement of why removal is sought, which reason may include, without limitation, three or more consecutive absences of regular committee meetings. The notice shall be delivered to the email address, if any, provided by Appointee as well as by first class mail to the Clerk of the City / County appointing Appointee to the WRCOG Executive Committee and Appointee's mailing address.
3. The removal shall be effective on the 15th day after the Executive Director sends notice to Appointee unless Appointee provides notice to the Executive Director, prior to the expiration of such 15-day period, of his or her desire to contest the removal.
4. In the event that the removal is contested, the removal shall be stayed and the Executive Director shall schedule an Administration & Finance Committee meeting at which both the Chair and Appointee may present their arguments for and against removal. Based thereon, the Administration & Finance Committee shall either uphold or reject the removal. The decision of the Administration & Finance Committee shall be final.
5. If the removal is not contested or is approved by the Administration & Finance Committee, the Chair may appoint another Executive Committee Regular Member to fill the remainder of the Appointee's term. The appointment of the new member shall comply with the membership requirements set forth in Section C, above. The term of the newly appointed member shall expire on June 30 of the fiscal year in which the appointment is made.

This section 2.E shall only apply to appointments made by the Chair to the seven open seats on the Administration & Finance Committee and not to the four ex-officio members of the Committee.

ARTICLE V

EXECUTIVE DIRECTOR AND GENERAL COUNSEL

SECTION 1. EXECUTIVE DIRECTOR

- A. Duties. The Executive Director shall be responsible for the overall management of WRCOG and has the necessary and full authority to effect this responsibility subject to the Executive Committee's oversight, any policies and directives issued by the Committee, and as called upon pursuant to the WRCOG JPA. The Executive Director shall be a full-time Officer. The appointment and employment of the Executive Director shall be overseen by the Administration & Finance

Committee and confirmed by the Executive Committee as set forth in Section B, below. In addition to those set forth in the JPA, the powers and duties of the Executive Director, subject to oversight by the Executive Committee, are:

1. To administer the personnel system, including contract employees of WRCOG.
2. To administer all WRCOG contracts, except as set forth in Article V.2.B (General Counsel).
3. To cause to be prepared by a Certified Public Accountant and to submit to the Executive Committee as soon as practical after the end of each fiscal year a post-audit of the financial transactions and records of WRCOG for the preceding year.
4. To keep the Executive Committee advised as to the needs of WRCOG.
5. To have full charge of the administration of the business affairs of WRCOG, including the review and rejection of claims.
6. To see that all ordinances, rules and regulations, motions, or resolutions are enforced.
7. To accept, on behalf of WRCOG, easements and other property rights and interests.
8. To be responsible for the purchase of all supplies and equipment of WRCOG.
9. To provide for the clerical services required by WRCOG including keeping a book of minutes of all meetings of WRCOG, giving notice of all meetings as may be required by law or action of WRCOG, and perform such other duties as may be prescribed by motion, ordinance, or resolution of WRCOG.
10. To take any or all of the following actions in relation to employees of WRCOG:
 - a) To hire employees at the appropriate salary range as determined by the Executive Committee.
 - b) To promote, transfer, suspend with or without pay, or discharge any employee in accordance with applicable rules and policies.
11. To make disbursements of WRCOG funds consistent with the annual budget, as may be amended by the Executive Committee from time to time. The Executive Director shall have such other duties, powers and

responsibilities as may from time to time be assigned by the Executive Committee or General Assembly.

12. To accept grants on behalf of WRCOG.
13. Annually to prepare and present a proposed budget to the Executive Committee and General Assembly.
14. To serve as Secretary of the General Assembly and of the Executive Committee.
15. To attend meetings of the General Assembly, Executive Committee, Administration & Finance Committee, and other standing and ad hoc committees.
16. To perform such other and additional duties as the Executive Committee may require.

B. Selection, Oversight, and Termination.

a) Selection.

1. Upon a vacancy or expected vacancy of the position of the Executive Director, the Administration & Finance Committee shall be responsible for directing the recruitment of Executive Director candidates, subject to the direction and oversight of the Executive Committee.
2. Following recruitment, the Administration & Finance Committee may appoint an ad hoc committee to interview potential candidates with a goal of presenting two or three candidates to the Administration & Finance Committee for consideration.
3. The Administration & Finance Committee shall then interview potential candidates recommended by the ad hoc committee with a goal of recommending one or two candidates to the Executive Committee for consideration as set forth in Step 4.
4. If the Administration & Finance Committee decides not to appoint an ad hoc committee, Step 2 shall be skipped, and the process shall proceed directly to Step 5.
5. If the Administration & Finance Committee decides not to appoint an ad hoc committee provided for in Step 2, the Administration & Finance Committee shall interview potential candidates with a goal of recommending one or two candidates to the Executive Committee for consideration.

6. The Executive Committee shall then make the final selection and oversee the negotiation of an employment contract.
 7. The Executive Committee may approve deviations from the process set forth above.
- b) Oversight. Under the direction of the Executive Committee, the Administration & Finance Committee shall be primarily responsible for the oversight of the Executive Director. A performance review shall be performed annually or more frequently by the Administration & Finance Committee and then by the Executive Committee. Any changes in employment terms, including changes in compensation or benefits, shall be approved by the Executive Committee.
 - c) Termination. The Executive Director may be terminated pursuant to the terms of the Executive Director's employment contract by the Executive Committee on its own motion or upon recommendation of the Administration & Finance Committee.
- C. Contracting. The Executive Director is authorized to contract and execute on behalf of WRCOG, contracts, including contracts for supplies, equipment and materials, and consultants, not to exceed \$100,000, provided the contract relates to purposes previously approved and budgeted by the General Assembly or Executive Committee.

SECTION 2. GENERAL COUNSEL

- A. Duties of General Counsel. The General Counsel shall be a person admitted to practice law by the Supreme Court of California or a firm comprised of same, and shall have been actively engaged in the practice of law for not less than 10 years preceding appointment. The General Counsel shall represent and advise the General Assembly, Executive Committee, Administration & Finance Committee, and the Executive Director on legal matters, actions, or proceedings in which WRCOG is concerned, or interested, or is a party.
- B. The General Counsel shall be selected and overseen by the Executive Committee. The power to terminate the General Counsel shall rest exclusively with the Executive Committee.

ARTICLE VI **DEFINITION OF WESTERN RIVERSIDE AREA**

The boundaries of WRCOG shall be defined according to the legal description attached hereto as Exhibit "A."

ARTICLE VII **AMENDMENTS**

These Bylaws and any amendments thereto may be amended by the General Assembly, by majority vote. Proposed amendments shall be submitted, in writing, to members of the General Assembly along with the agenda for such meeting.

ARTICLE VIII **REVIEW OF BYLAWS**

It is the intent of the Executive Committee and General Assembly that these Bylaws shall be reviewed by the Administration & Finance Committee at least every 4 years, or sooner if determined necessary. Following review, the Bylaws, along with any recommended updates, shall be presented to the Executive Committee. If changes are approved by the Executive Committee, the changes shall be effective immediately, provided that any changes shall be presented to the General Assembly as soon thereafter as practical for confirmation.