

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

ARTICLE I

SECTION 1.

These By-Laws are provided for the organization and administration of the Western Riverside Council of Governments which has been established under a Joint Powers Agreement. These By-Laws supplement the Agreement.

**ARTICLE II
GENERAL ASSEMBLY**

SECTION 1. MEETINGS

- A. Annual Meeting. The annual General Assembly shall meet in June. In addition, an annual local Government Conference may be held sometime during each fiscal year and a General Assembly social event may be held anytime as provided for in Article II, Section I.B. 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 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.

- B. Prohibition. The General Assembly shall not elect the Chairperson, Vice-Chairperson and Second Vice-Chairperson from representatives of the same member agency.

- C. Term. The elected Chairperson, Vice-Chairperson and Second Vice-Chairperson shall assume office at the close of the meeting of their election and each officer shall hold office for one year, or until his or her successor shall be elected.

- D. Vacancy. Notwithstanding Article II, Section 2.C., if the office of the Chairperson, Vice-Chairperson or Second Vice-Chairperson becomes vacant, the Executive Committee shall appoint, by a majority vote, one of its members to fill the unexpired term of the vacated office.
- 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 vacancy which shall be filled in accordance with Article II, Section 2.D.
- 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 exercise such other powers and duties as may from time to time be assigned to the Chairperson. In the absence of the Chairperson, the Vice-Chairperson shall perform all the duties of the Chairperson. 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 of both the Chairperson and Vice-Chairperson, the Second Vice-Chairperson shall perform all the duties of the Chairperson. When so acting, Second Vice-Chairperson shall have all the powers of, and be subject to all the restrictions upon, the 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. In the absence of the Chairperson, Vice-Chairperson, Second Vice-Chairperson and the Past Chairperson, the General Assembly or Executive Committee shall choose one of its voting members to chair the meeting for that day only.

SECTION 3. VOTING

- A. In General. Each member of the General Assembly shall have one vote.
- B. Eligibility. The Chairperson, Vice-Chairperson and Second Vice-Chairperson are eligible to vote.
- C. Quorum. The General Assembly shall act only upon a majority of a quorum. A quorum shall be the majority of the total authorized representatives of each member agency, provided that the members representing a majority of the 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, 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.

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 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 Executive Committee. 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.

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 meetings, said jurisdiction shall be notified of these occurrences.

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. 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, 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 acting when the regular member is absent, may vote.

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 committees within the Executive Committee.
- F. To establish and operate a permanent office for WRCOG.
- G. To appoint advisory committees on such projects as it determines advisable.
- 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 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 financial or liability.

- 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 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. A quorum shall consist of a majority of the members of the TAC.

SECTION 2. ADMINISTRATION & FINANCE COMMITTEE

- A. **Duties.** The Administration & Finance Committee shall provide budget and finance overview for WRCOG in the conduct of its business and personnel issues and forward its recommendations to the Executive Committee for consideration. 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 \$100,000 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 Committee. At least one member shall be a water district representative.
- D. **Quorum.** 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.
- 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. The process set forth below applies should the Chair wish to remove a Board member (“Appointee”) appointed 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, 3 or more consecutive absences of 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 Administrative & 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 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 2E 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

SECTION 1.

- A. Duties. In addition to those duties enumerated in the Joint Powers Agreement, the duties of the Executive Director are:
 1. To administer all contracts.
 2. To have full charge of the administration of the business affairs of WRCOG.
 3. To exercise general supervision over all property belonging to WRCOG.
 4. To accept, on behalf of WRCOG, easements and other property rights and interests.
 5. To be responsible for the purchase of all supplies and equipment of WRCOG.
- B. Contract. The Executive Director is authorized to contract and execute on behalf of WRCOG, contracts for supplies, equipment and materials, and consultants not to exceed \$50,000.00, provided the contract relates to purposes previously approved and budgeted by the General Assembly or Executive Committee. The

Executive Director may execute contracts up to \$100,000, if approved by the Administration & Finance 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 By-Laws 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.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

LEGAL DESCRIPTION

1. **BEGINNING** at the Northeast corner of Section 1, Township 2 South, Range 2 East, San Bernardino Meridian;
2. Thence South along Range line to the Northeast corner of Section 36, T2S, R2E;
3. Thence West along the North line of said Section 36 to the North one-quarter corner thereof;
4. Thence South along the North-south center section line of said Section 36 to the Center section thereof;
5. Thence East along the East-West center section line of said Section 36 to the East one-quarter corner thereof;
6. Thence South along the East line of said Section 36 to the Northeast corner of Section 1, T3S, R2E;
7. Thence West along the North line of said Section 1 to the Northwest corner thereof;
8. Thence South along the West line of said Section 1 to the Northwest corner of Section 12, T3S, R2E;
9. Thence East along the North line of said Section 12 to the Northeast corner thereof;
10. Thence South along the East line of said Section 12 to the Southeast corner thereof;
11. Thence west along the South line of said Section 12 to the Northwest corner of Section 13, T3S, R2E;
12. Thence South along the West line of said Section 13 to the Southwest corner thereof;
13. Thence East along the South line of said Section 13 to the Southeast corner thereof;
14. Thence South along Range line to the Southwest corner of Section 18, T4S, R3E;
15. Thence East along Section lines to the Northeast corner of Section 20, T4S, R3E;
16. Thence South along the East line of said Section 20 to the Southeast corner thereof;
17. Thence West along the south line of said Section 20 to the Northwest corner of Section 29, T4S, R3E;
18. Thence South along the West line of said Section 29 to the Southwest corner thereof;
19. Thence East along the South line of said Section 29 to the Northeast corner of Section 32, T4S, R3E;
20. Thence South along the East line of said Section 32 to the Southeast corner thereof;
21. Thence West along the South line of Said Section 32 to the Northeast corner of Section 5, T5S, R3E;
22. Thence South along Section lines to the Northwest corner of Section 16, T5S, R3E;
23. Thence East along the North line of said Section 16 to the Northeast corner thereof;
24. Thence South along the East line of said Section 16 to the Northwest corner of Section 22, T5S, R3E;
25. Thence East along the North line of said Section 22 to the Northeast corner thereof;
26. Thence South along the East line of said Section 22 to the Northwest corner of Section 26, T5S, R3E;
27. Thence East along the North line of said Section 26 to the Northeast corner thereof;
28. Thence South along Section lines to the Northwest corner of Section 1, T6S, R3E;
29. Thence East along the North line of said Section 1 to Northeast corner thereof;
30. Thence South along the East line of said Section 1 to the Northwest corner of Section 6, T6S, R4E;
31. Thence East along the North line of said Section 6 to the Northeast corner thereof;
32. Thence south along the East line of Said Section 6 to the Northwest corner of Section 8, T6S, R4E;
33. Thence South along Section lines to the Southeast corner of Section 17, T6S, R4E;
34. Thence West along Section lines to the Northwest corner of Section 19, T6S, R4E;
35. Thence South along the West line of said Section 19 to the Southeast corner of Section 24, T6S, R3E;
36. Thence west along the South lines of said Sections 24 and Section 23, T6S, R3E to a point of intersection with the centerline of State Highway 74;
37. Thence Southeasterly along said centerline of State Highway 74, through its various courses, to the intersection with State Highway 371;
38. Thence Southeasterly, Westerly, and Southerly along the centerline of said State Highway 371, through its various courses, to a point of intersection West line of Section 18, T7S, R4E;
39. Thence South along Section lines to the East one-quarter corner of Section 19, T7S, R4E;
40. Thence West along the East-West Center section line of said Section 19 t the West line thereof;

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

LEGAL DESCRIPTION

(Continued)

41. Thence South along the West line of said Section 19 to the North line of Section 30, T7S, R4E;
42. Thence East along the North line of said Section 30 to the Northwest corner of Section 29, T7S, R4E;
43. Thence South along the West line of said Section 29 to the West one-quarter corner thereof;
44. Thence East along the East-West center section line of said Section 29 to the Northeast corner of the West one-half of the East one-half of the West one-half of the South one-half of said Section 29;
45. Thence South along the East line of said West one-half of the East one-half of the West one-half of the South one-half to a point of intersection with the South line of the North 400 acres of said Section 29;
46. Thence East along said South line of the North 400 acres of Section 29 to a point of intersection with the East line of said Section 29;
47. Thence South along the East line of said Section 29 and Section 32, T7S, R4E to the North line of Section 4, T8S, R4E;
48. Thence East along said North line of Section 4 to the Northeast corner thereof;
49. Thence South along the East line of said Section 4 to the Southeast corner thereof;
50. Thence West along the South line of said Section 4 to the Northeast corner of Section 8, T8S, R4E;
51. Thence South along the West line of said Section 8 to a point of intersection with the centerline of Coyote Canyon Road, as it currently exists;
52. Thence southeasterly and southerly along the centerline of said Coyote Canyon Road, through its various courses, to a point of intersection with the East line of Section 36, T8S, R4E;
53. Thence South along said East line of Section 36 to the Southeast corner thereof, said corner being on the South boundary of the County of Riverside;
54. Thence Westerly, Northerly and Easterly along the boundary of the County of Riverside to the **Point of Beginning**.

By: *Kenneth D. Teich*

Date: 5-10-05

