



# REPORT TO COUNCIL

## City of Sacramento

915 I Street, Sacramento, CA 95814-2604  
www.CityofSacramento.org

Consent  
August 17, 2010

Honorable Mayor and  
Members of the City Council

**Title:** Memorandum of Understanding (MOU) With Sacramento Area Council of Governments (SACOG) Supporting Housing and Urban Development (HUD) Sustainable Communities Regional Planning Grant

**Location/Council District:** Citywide

**Recommendation:** Adopt 1) a **Resolution:** authorizing the City Manager to sign a Memorandum of Understanding (MOU) with SACOG, supporting their HUD Sustainable Communities Regional Planning Grant and for the City to serve on a consortium to review the work product.

**Contact:** Jim McDonald AICP, Senior Planner, (916) 808-8931; Thomas S. Pace, Principal Planner, (916) 808-6848

**Presenters:** Not applicable

**Department:** Community Development

**Division:** Planning

**Organization No:** 21001222

### **Description/Analysis**

**Issue:** The U.S. Department of Housing and Urban Development's Sustainable Communities Regional Planning grants program is providing \$100 million in funding to regions across the country to integrate housing, land use, economic and workforce development, transportation, and infrastructure planning. SACOG is requesting that the City join a consortium to apply for a grant in the amount of \$1.85 million for three work activities described below. The grant application is due August 23.

SACOG staff is writing an application divided into three general activities: Transit Priority Area Action Plans, Natural Resources Planning Integration, and Federal-Local Relations Recommendations. The Transit Priority Area Action Plans will analyze 6-8 specific areas around current or planned frequent transit stops, whether bus or light rail, and assess a wide range of factors, ranging from food

and medical access to water and energy infrastructure. The Natural Resources Planning Integration will assess the impacts of proposed transportation and land use plans on habitat, floodplain, agriculture, and other resource lands. The Federal-Regional Relations Recommendations will document the state and federally required work done by SACOG, identify where there are policies working at cross purposes, and make recommendations for changes. One of the requirements of the grant is to form a consortium to better align and focus planning activities in disparate areas. Our region is known for its broad-based work, both through the Blueprint and the MTP:

In order to apply for the grant, HUD requires a consortium to be formed and such consortium would serve as the applicant for the grant. HUD rules require the consortium to consist of the MPO, the principal city in the region, units of local government comprising 50 percent of the population, and a nonprofit organization. In order to fulfill the minimum requirements in order to apply for the grant staff is proposing a minimalist agreement in the form of a memorandum of understanding between SACOG, the city and county of Sacramento, and Valley Vision. SACOG would submit the application on behalf of the consortium, and the agreement would detail that SACOG's existing governance structure would be used in the policy direction and administration of the grant to the extent practicable. If the consortium is selected for a grant, SACOG would have the opportunity to include all jurisdictions directly in the consortium, although key decisions are still made by the SACOG board. A copy of the draft MOU is attached.

**Policy Considerations:** The 2030 General Plan states that "Regional Leadership. The City shall be the regional leader in sustainable development and encourage compact, higher-density development..." Participation in the MOU with SACOG and our regional partners is consistent with the General Plan land use goal of supporting sustainable growth and change through orderly and well-planned development.

**Environmental Considerations:**

**California Environmental Quality Act (CEQA):** There are no environmental considerations associated with this report. (Not a project under Section 21065 of CEQA and CEQA Guidelines Section 15378 (b)(4)).

**Sustainability Considerations:** Coordination with SACOG and our regional partners will ensure that the Region grows in a sustainable manner that will reduce auto dependency and greenhouse gas emissions, improve air quality and provide a greater variety of choices for people to live and work.

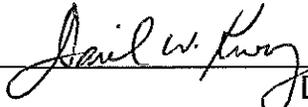
**Commission/Committee Action:** Not applicable.

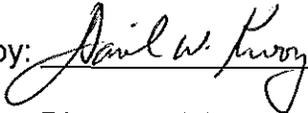
**Rationale for Recommendation:** Participation in the HUD Sustainable Communities Regional Planning Grant consortium with SACOG, Sacramento

County and Valley Vision will assist SACOG in meeting their minimum Federal grant application requirements.

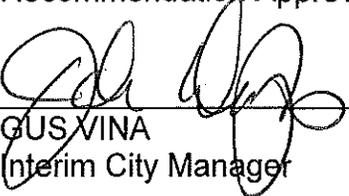
**Financial Considerations:** The HUD Sustainable Communities Regional Planning Grant Program will require a basic level of staff coordination with SACOG that the City currently provides. No additional staffing or resources will be required.

**Emerging Small Business Development (ESBD):** No goods or services are being purchased under this report.

Respectfully Submitted by:   
David Kwong  
Planning Director

Approved by:  for:  
Max Fernandez  
Director of Community Development

Recommendation Approved:

  
GUS VINA  
Interim City Manager

**Table of Contents:**

Report	pg. 1
<b>Attachments</b>	
1 Resolution Approving Signature for SACOG MOU	pg. 4
2 SACOG Regional Planning Grant MOU	pg. 6

**Attachment 1**

**RESOLUTION NO.**

Adopted by the Sacramento City Council

**AUTHORIZING THE CITY MANAGER TO SIGN AN MOU WITH SACOG, SACRAMENTO COUNTY AND VALLEY VISION TO PARTICIPATE IN A REGION CONSORTIUM FOR PURPOSES OF THE HUD SUSTAINABLE COMMUNITIES REGIONAL PLANNING GRANT.**

**BACKGROUND**

- A. The Sacramento Area Council of Governments (SACOG) has contacted the City of Sacramento concerning a grant opportunity for an allocation of funds through the Federal Department of Housing and Urban Development (hereinafter referred to as "HUD") Sustainable Communities Regional Planning Grant Program.
- B. HUD has issued a Notice of Funding Availability ("NOFA") for the Sustainable Communities Regional Planning Grant.
- C. As required by the NOFA, SACOG wishes to form a consortium to submit an application to obtain from HUD an allocation of the Sustainable Communities Regional Planning Grant Program funds in the amount of \$1.85 million in support of Transit Priority Area Action Plans, Natural Resources Planning Integration, and Federal-Local Relations Recommendations.
- D. The NOFA requires an agreement between the Metropolitan Planning Organization ("MPO"), the principal city in the region, units of local government comprising 50 percent of the population, and a nonprofit organization for the purposes of forming a consortium which will be the applicant for the grant.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The City Manager is authorized to execute the attached Memorandum of Understanding with SACOG, County of Sacramento, and Valley Vision, Inc. for the purposes of forming a consortium to file an application with HUD for a grant pursuant to the Sustainable Communities Regional Planning Grant Program in response to the NOFA issued on June 24, 2010, requesting a funding allocation in the amount of \$1.85 million for a Transit Priority Area Action Plans, Natural Resources Planning Integration, and Federal-Local Relations Recommendations that will include the following objectives:

- The Transit Priority Area Action Plans will analyze 6-8 specific areas around current or planned frequent transit stops, whether bus or light rail, and assess a wide range of factors, ranging from food and medical access to water and energy infrastructure;
- The Natural Resources Planning Integration will assess the impacts of proposed transportation and land use plans on habitat, floodplain, agriculture, and other resource lands;
- The Federal-Regional Relations Recommendations will document the state and federally required work done by SACOG, identify where there are policies working at cross purposes, and make recommendations for changes.

**Attachment 2**

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
SACRAMENTO AREA COUNCIL OF GOVERNMENTS  
COUNTY OF SACRAMENTO  
CITY OF SACRAMENTO  
VALLEY VISION, INC.**

**FOR THE PURPOSE OF CREATING A CONSORTIUM  
TO DEVELOP A SUSTAINABLE COMMUNITIES REGIONAL PLAN**

This Memorandum of Understanding ("MOU") is made effective August 10, 2010, by and between the Sacramento Area Council of Governments ("SACOG"), the County of Sacramento ("County"), the City of Sacramento ("City"), and Valley Vision, Inc. ("Valley Vision"), (collectively the "Parties" or "Consortium").

WHEREAS, the County and the City are members of SACOG and, through SACOG, have worked together with other local governments and their representatives since 1980 to discuss and study areawide problems of mutual interest and concern and facilitate the development of policies and action recommendations for the solution of such problems; and

WHEREAS, SACOG, as a council of governments and Metropolitan Planning Organization, provides services on behalf of the six counties and 22 cities in the greater Sacramento region (referred to collectively as "Members" and individually as "Member"), and each local government Member appoints at least one representative of its elected council or board to make decisions as a SACOG Board member; and

WHEREAS, Valley Vision is a California non-profit corporation established for the public benefit and is tax exempt pursuant to IRC Section 501(c)(3); and

WHEREAS, SACOG and its Members have worked with Valley Vision since its inception in 1994 to involve a diversity of citizens, including groups and individuals from under-represented communities, business, government, agriculture, the environmental community, organized labor, education, utilities and the nonprofit sector, in order to improve the quality of life in the Sacramento region; and

WHEREAS, SACOG and its Members partnered with Valley Vision to engage 5,000 residents of the region in a three-year study of the linkages between transportation, land use, and air quality, resulting in the nationally recognized Blueprint Transportation and Land Use Plan; and

WHEREAS, SACOG and its Members partnered with Valley Vision to engage 8,000 residents of the region in the development of its Metropolitan Transportation Plan that connected land use patterns identified in the Blueprint with local, state, and federal transportation investments through 2035; and

WHEREAS, it is in the best interest of the Parties to coordinate housing, land use, economic and workforce development, transportation, and infrastructure investments in a manner that empowers jurisdictions to consider the interdependent challenges of: (1) economic competitiveness and revitalization; (2) social equity, inclusion, and access to opportunity; (3) energy use and climate change; and (4) public health and environmental impact; and

WHEREAS, SACOG has agreed to bring together other public, private and nonprofit entities in the region to expand the Metropolitan Transportation Plan into a Regional Plan for Sustainable Development ("RPSD") that aligns with the Livability Principles articulated by the federal Partnership for Sustainable Communities, and then work with such entities in the implementation of the RPSD; and

WHEREAS, the Parties wish to engage in an active working relationship, recognizing local and regional needs for planning and implementation of sustainable communities principles.

NOW, THEREFORE, the Parties agree as follows:

1. The Parties hereby establish a Consortium for the purposes of the U.S. Department of Housing and Urban Development ("HUD") Fiscal Year 2010 Sustainable Communities Regional Planning Grant Program ("Program") and adopt the Consortium Responsibilities and Governance Structure set forth in Attachment "A," attached hereto and incorporated herein. As detailed in Attachment "A," SACOG shall serve as lead applicant for funding under the Program.
2. The Parties agree to the following general principles:
  - a. The work performed under this MOU is for the benefit of all Members of SACOG and, by extension, the entire population of the greater Sacramento region;
  - b. Representatives of the Parties will meet regularly as the administrative working group, which administrative working group will continually update the SACOG Board of Directors and its committees about its progress, and seek authorization to carry out tasks as needed;
  - c. The Parties will rely on SACOG's advisory committees and community outreach and involvement activities articulated in its Public Participation Plan described in Attachment A, along with stakeholder involvement strategies guided by the Consortium and generally described in Section 5 below, to ensure that a wide range of input is given in the development of the RPSD;

- d. The Joint Powers Agreement for the Sacramento Area Council of Governments, effective July 2003, and the Rules for the Sacramento Area Council of Governments, effective July 2005, will serve as the governance structure for all financial and policy decisions of the Consortium, as further described in Section 5 of Attachment "A";
  - e. The Parties shall settle any disputes among themselves pursuant to the Dispute Resolution provision set forth in Section 6 of Attachment "A";
  - f. The Parties acknowledge the local authority over land use and other issues and will involve SACOG Members throughout the RPSD process to ensure the work performed meets local needs for sustainable communities;
  - g. The Parties intend that this MOU shall not supersede the exercise of those powers within the exclusive jurisdiction of the City and the County, which shall continue to be subject to their governance.
  - h. SACOG and Valley Vision, on behalf of the Consortium, will regularly update the public and other interested entities about the work of the Consortium and its progress in developing and implementing an RPSD through various communications channels. SACOG shall take the lead role in regularly updating the public on the work of the Consortium.
3. The Parties agree that the purpose of this MOU is to continue and expand cooperation among the Parties, as well as among:
- a. All SACOG Members;
  - b. The Federal Government, its agencies or departments, or entities established by the Federal Government, in particular members of the Interagency Partnership for Sustainable Communities and the Partnership itself;
  - c. The State of California, its agencies or departments, or entities established by the State;
  - d. Metropolitan planning organizations, councils of governments, rural planning organizations, or local or regional transportation agencies, either working in the region or within the State of California;
  - e. Public housing agencies;
  - f. Special districts;
  - g. Unified school districts;
  - h. Indian tribes;

- i. Nonprofit organizations, foundations, and educational institutions; and
  - j. Other public authorities, districts, business leadership groups, or regional governmental organizations working to further the sustainability of the greater Sacramento region.
4. The Parties will seek formal and informal agreements with the entities describe in Section 3 above to enhance the work on the RPSD, including adding other SACOG Members in the future.
  5. The Parties shall recruit and work with a broad cross-section of public, nonprofit, educational, and private sector entities and individuals in the region in four areas: Economic Competitiveness and Revitalization; Social Equity, Inclusion and Access to Opportunity; Energy Use and Climate Change; and Public Health and Environmental Impact.
  6. Each Party shall provide leadership and support for the development and implementation of the RPSD within their respective communities and across jurisdictional boundaries. This may include, but shall not be limited to, encouraging public awareness and public involvement in the planning process.
  7. This MOU is intended to be the first in a series of agreements between the Parties, each of which is expected to be more specific as development of the RPSD progresses and becomes more focused.
  8. The Parties agree that a formal consortium agreement shall be executed no later than 120 days after the effective start date of a grant agreement under the Program, as further specified in Section 4 of Attachment "A."
  9. Any notice under this MOU shall be in writing and either personally delivered or sent by First Class U.S. Mail, postage pre-paid, addressed as follows:

**SACOG:**

Mike McKeever  
Executive Director  
Sacramento Area Council of Governments  
1415 L Street, Suite 300  
Sacramento, CA 95814

**COUNTY:**

Steve Szalay  
Interim County Executive  
County of Sacramento  
700 H Street, Room 7650  
Sacramento, CA 95814

**CITY:**

Gus Vina  
Interim City Manager  
City of Sacramento  
915 "I" Street, 5th Floor  
Sacramento, CA 95814

**VALLEY VISION:**

Bill Mueller  
CEO and Managing Partner  
Valley Vision, Inc.  
2320 Broadway  
Sacramento, CA 95818

10. The persons signing on behalf of the Parties to this MOU each warrant they have the legal authority to execute this MOU.
11. This MOU may be signed in one or more counterparts, each of which will constitute an original and all of which taken together shall constitute one and the same instrument.

The Parties have executed this MOU by their signatures on the following page.

SACRAMENTO AREA COUNCIL  
OF GOVERNMENTS

By: \_\_\_\_\_  
Mike McKeever  
Executive Director

COUNTY OF SACRAMENTO

By: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF SACRAMENTO

By: \_\_\_\_\_

Its: \_\_\_\_\_

VALLEY VISION, INC.

By: \_\_\_\_\_  
Bill Mueller  
CEO and Managing Partner

**Attachment "A"**

**Consortium Responsibilities and Governance**

1. For the purposes of the U.S. Department of Housing and Urban Development ("HUD") Fiscal Year 2010 Sustainable Communities Regional Planning Grant Program ("Program"), SACOG shall serve as the lead applicant. As the lead applicant, SACOG shall be responsible for submitting the application to HUD, and, if the Consortium is selected for funding, shall execute the cooperative agreement with HUD and assume administrative and fiscal responsibility for the grant on behalf of the Consortium in compliance with all HUD and Program requirements.
2. If approved by HUD, Parties shall cooperatively carry out the work outlined in the application for the Program.
3. SACOG shall act in a representative capacity with HUD on behalf of all Parties and assume administrative and fiscal responsibility for ensuring that the Consortium's Program is carried out in compliance with all HUD requirements.
4. A formal consortium agreement will be executed no later than 120 days after the effective start date of the grant agreement issued by HUD.
  - a. The consortium agreement shall describe each Party's specific activities under the Program, including timetables for completion.
  - b. SACOG, as lead applicant, shall enter into memoranda of understanding with any partners receiving funding from the grant, to ensure delivery of the required activities.
5. To the extent practicable, the Joint Powers Agreement for the Sacramento Area Council of Governments, effective July 2003 ("SACOG Agreement"), and the Rules for the Sacramento Area Council of Governments, effective July 2005 ("SACOG Rules"), (copies attached and incorporated herein) will serve as the governance structure for the Consortium. The SACOG Agreement and SACOG Rules provide for a formal, voting role for the County and the City as Members of SACOG and also an active role for Valley Vision through the Consortium administrative working group established in Section 2 of the MOU, which will report to and coordinate with the SACOG Board of Directors and its Committees. Further, the Consortium Parties, including Valley Vision, will coordinate their activities with SACOG's community outreach and citizen participation activities, including those set forth in SACOG's Public Participation Plan, amended and adopted by the SACOG Board of Directors in January 2009. SACOG's Public Participation Plan outlines specific procedures for consultation and public participation. This document includes evaluation procedures that measure the effectiveness of SACOG's outreach and involvement efforts and ensures there is adequate effort made to include the traditionally under-served and under-represented in the planning process, including coordination and consultation with Native American tribal governments.

6. Each Party will notify the other Parties promptly of any matters that may cause disputes arising out of their respective rights and obligations under this MOU and will make every reasonable effort to settle such disputes by prompt and diligent discussions and negotiations. If the Parties are unable to resolve the dispute through discussion and negotiation, the dispute will be sent to mediation administered by a mediator acceptable to the involved Parties prior to the initiation of any legal action. All expenses of the mediation will be borne by the involved Parties equally; however, each Party will bear the expense of its own legal counsel, and any experts or witnesses, as well as the expense of preparation and presentation of proofs in the mediation.

EXHIBIT A



**JOINT POWERS AGREEMENT  
OF THE  
SACRAMENTO AREA COUNCIL OF GOVERNMENTS**

THIS AGREEMENT is entered into by and between the Counties of El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba, and the Cities of Auburn, Citrus Heights, Colfax, Davis, Elk Grove, Folsom, Galt, Isleton, Lincoln, Live Oak, Marysville, Rocklin, Roseville, Sacramento, West Sacramento, Wheatland, Winters, Woodland and Yuba City and such other cities and counties as may become members as herein provided ("Member Cities and Counties"). The member cities and counties agree as follows:

**ARTICLE 1  
ESTABLISHMENT**

There is hereby created an organization known and denominated as the Sacramento Area Council of Governments which shall be a public entity, separate and apart from any member city or county. The Sacramento Area Council of Governments shall be governed by the terms of this Joint Powers Agreement and the Rules, duly passed and adopted by the Board.

**ARTICLE 2  
AUTHORITY AND DEFINITIONS**

**Section 2.0 – Authority.**

This Agreement is entered into pursuant to the authority in Title 1, Division 7, Chapter 5 of the Government Code (commencing with Section 6500 et seq.) of the State of California.

**Section 2.1 – Definitions.**

The following words or terms shall have the meaning ascribed to them within this Section unless the content of their use dictates otherwise:

- a. "Area" means the territory lying within the Counties of El Dorado, Placer, Sacramento, Sutter, Yolo and Yuba, and such additional territory as may be added from time to time pursuant to section 4.0.b.

- b. "Board" means the Board of Directors of the Sacramento Area Council of Governments.
- c. "Council" means the Sacramento Area Council of Governments.
- d. "Director" means a member of the Board of Directors.
- e. "Fiscal Year" means July 1st through June 30th.
- f. "Member city or county" means a city or county which, pursuant to this Agreement, has become a member of the Sacramento Area Council of Governments.
- g. "Population" means the population as determined annually by the State Department of Finance. The population of a member county does not include the population of any city within that county. Revision of member agency populations used for voting and annual membership assessments shall occur immediately upon receipt of new determinations from the State.

**ARTICLE 3  
PURPOSE**

The member cities and counties have joined together to establish the Council for the following reasons:

- a. A number of problems and issues within the area are either areawide in nature or have areawide aspects or implications such as, but not limited to, transportation, air quality, water quality, land use, housing and employment.
- b. There is a demonstrated need for the establishment of an organization of cities and counties within the area to provide a forum for the discussion and study of areawide problems of mutual interest and concern to the cities and counties and to facilitate the development of policies and action recommendations for the solution of such problems.
- c. The member cities and counties wish to create an areawide organization which will independently review and make comments to the member cities and counties regarding projects which receive federal or state funding.
- d. The member cities and counties believe that an areawide planning organization, governed solely by elected officials from the member cities and counties, with a staff independent of any member city or county, is best suited for this areawide planning and review.

2003-395

RESOLUTION NO. : \_\_\_\_\_

JUN 17 2003

- e. Member cities and counties, working together through this organization, can exercise initiative, leadership and responsibility for solving areawide problems.
- f. Member cities and counties share common areawide problems and issues and, at the same time, have different needs and priorities and are affected in different ways by these common areawide problems and issues. The resources of the Council should be allocated in such a manner so that the needs of any portion of the area are not ignored, recognizing, however, that resources are limited and that not all needs can be met, nor all portions of the area assisted equally at any one time.

**ARTICLE 4  
ORGANIZATION**

**Section 4.0 – Membership.**

- a. A city or county within the area may petition to become a member of the Council by submitting to the Board a resolution adopted by its governing body. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by the Board the city or county shall become a member of the Council.
- b. A city or county not within the area may petition to become a member of the Council by submitting to the Board a resolution adopted by its governing body. The Board shall review the petition for membership and shall prepare recommended amendments to this Agreement regarding the proposed additional member. The Board shall vote to approve or disapprove the petition, together with the recommended amendments to this Agreement. If the petition and the recommended amendments are approved, the Board shall submit the amendments to each member city and county. A city or county shall only become a member of the Council after such amendments have been approved by at least three-quarters (3/4) of the governing bodies of member counties and three-quarters (3/4) of the governing bodies of member cities.

**Section 4.1 - Withdrawal from Membership.**

Any member city or county may, at any time, withdraw from the Council. The withdrawal of a member city or county shall become effective ninety (90) days after a resolution adopted by its governing body which authorizes withdrawal is received by the Secretary of the Board. A city or county which withdraws shall not be entitled to the return of any assessments paid to the Council pursuant to Section 8.0 unless said resolution authorizing withdrawal is received by the Secretary of the Board prior to July 1st of the fiscal year for which the assessment was paid.

RESOLUTION NO. : 2003-395

JUN 17 2003

**Section 4.2 - Successor Agency.**

The Council is hereby designated the successor in interest to all remaining obligations, powers, duties, responsibilities, benefits and interests of any sort, including, but not limited to, any rights, title and interest in real and personal property, of the Sacramento Regional Area Planning Commission.

**ARTICLE 5  
BOARD OF DIRECTORS**

**Section 5.0 - Board of Directors.**

All powers of the Council shall be exercised by the Board of Directors. The Board shall be composed of Directors as follows:

- a. Each member county, except Sacramento County, is entitled to one (1) Director who shall be a Supervisor of the appointing county and who shall be appointed by the Board of Supervisors of the appointing county.
- b. The Board of Supervisors of Sacramento County shall appoint one (1), two (2), or three (3) Directors each of whom shall be a Supervisor.
- c. The City Council of the City of Sacramento shall appoint one (1) or two (2) Directors, each of whom shall be the Mayor or a member of the City Council.
- d. Each member city except the City of Sacramento, shall be entitled to one (1) Director who shall be a Mayor or a City Council member of the appointing city and who shall be appointed by the city council or the mayor of the appointing city, based on the procedures for appointment used by the city. The director's seat for each member city shall be activated upon adoption of a resolution of that member city's city council activating the director's seat and appointing one of its members to that director's seat. A city council may by resolution later deactivate its seat. De-activation does not constitute withdrawal from SACOG. If a city has not activated its director's seat or has de-activated its seat, the population of that city shall be included in the population of the county in which that member city is situated for the purpose of Board of Director's voting based on population.

**Section 5.1 - Terms and Board Membership.**

Directors shall serve at the pleasure of their appointing authority.

RESOLUTION NO. : 2003-395

JUN 17 2003

39

**Section 5.2 - Vacancies and Removal.**

If a person who has been appointed as a Director ceases to serve as a Supervisor, Mayor or City Council member, he/she shall no longer serve on the Board. Any Director may be removed at any time by a majority vote of the appointing authority. A vacancy shall be filled in the same manner as the original appointment

**Section 5.3 - Alternate Directors.**

Each city and county which is entitled to appoint a Director pursuant to subsections a. through d. of Section 5.0 shall be entitled to appoint one alternate Director for each Director so appointed. An Alternate Director shall be a Council member, Mayor or Supervisor of the appointing city or county.

The terms, manner of appointment and removal, and the filling of vacancies of Alternate Directors shall be governed by the provisions of Section 5.0, 5.1, and 5.2.

Alternate Directors shall receive all meeting notices and written material sent to Directors and shall have the right to participate and vote at meetings of the Board in the absence of the Director for whom the Alternate Director serves.

All provisions of law relating to conflicts of interest that apply to a Director shall apply to an Alternate Director.

An Alternate Director shall be entitled to receive expenses reasonably and necessarily incurred in the conduct of the business of the Council in the same manner and method as a Director. However, if a Director and an alternate attend a meeting, only the Director shall be entitled to such a payment or reimbursement.

**Section 5.4 - Ex Officio Directors.**

The Director of Caltrans District 3 may sit as an Ex Officio member of the Board. He or she shall receive all meeting notices, shall have the right to participate in Board discussions, and the right to place matters on the agenda, but shall not be counted toward a quorum of the Board and shall have no vote.

**Section 5.5 - Officers.**

- a. Chair. The Chair of the Board shall be elected annually at the last regular meeting in each calendar year and shall begin serving as Chair at the first regular meeting in the next calendar year. Any Director may be authorized to represent the Board upon approval by the Chair. The Board may determine, by Rule, that the Chair shall alternate or rotate between directors representing city and county member agencies.

- b. Vice Chair. The Vice Chair of the Board shall be elected annually at the last regular meeting in each calendar year and shall begin serving as Vice Chair at the first regular meeting in the next calendar year. He/she will have all the powers and act in the place of the Chair in his/her absence. The Board may determine, by Rule, that the Vice Chair shall alternate or rotate between directors representing city and county member agencies.
- c. Secretary. The Executive Director shall serve as Secretary. The Secretary will keep a public record of the Board's resolutions, transactions, findings and determinations, and prepare minutes of every meeting.

**Section 5.6 - Quorum.**

A majority of the Directors in each of the following categories must be present to constitute a quorum for action on the business of the Board:

- (1) Directors representing a majority of the total population of the SACOG member agencies;
- (2) A majority of the Directors of the member cities who have activated and appointed their Director(s); and
- (3) A majority of the Directors of the member counties.

If the Board consists of an even number of Directors in any of the categories listed above, a majority shall be one more than half the number of Directors on the Board who represent the member agencies in the applicable category.

**Section 5.7 - Approval of Areawide Plans, Standards and Programs.**

- a. Federal or state mandated plans or standards which establish requirements which member cities or counties must implement or meet in order to avoid sanctions or qualify for funds shall only be adopted after receiving the affirmative vote of the Board, as provided in Section 5.8, and after receiving the approval of at least two-thirds (2/3) of the governing bodies of member cities and two-thirds (2/3) of the governing bodies of member counties which are affected by such plan or standard. Such mandated plans or standards requiring approval pursuant to this sub-section shall be identified by rule by the Board.
- b. In all matters pertaining to the adoption or amendment of areawide plans and programs, should a plan adopted by the Board subsequently become mandatory by federal or state law, ratification of such plan shall be required in the manner provided in subsection a. of this Section.

RESOLUTION NO. : 2003-395

JUN 17 2003

36

**Section 5.8. Voting.**

- a. All actions taken by the Board shall be pursuant to the following procedures. A vote shall be taken of all directors present. Each director's vote shall be counted toward the population vote and toward the vote of either the member cities or the member counties, depending on whether the director is appointed by a city or a county. Action by the Board shall require an affirmative vote in each of the following three categories as set forth below.
  - 1. Population: Each Director's vote shall be counted as the total population of the Director's appointing member agency, as determined using the population figures used to determine membership assessments pursuant to section 8.0 of this Agreement, except as provided below for the City and the County of Sacramento. In addition, if a city has not activated its director's seat or has de-activated its seat, the population of that city shall be included in the population of the county in which that member city is situated. Action by the Board shall require an affirmative vote of at least a majority of the population of the member agencies whose Directors are present and voting.
  - 2. Member Cities: Each Director appointed by a City shall have one vote, except as provided below for the City of Sacramento. To pass, there must be an affirmative vote from at least a majority of the Directors representing member cities present and voting.
  - 3. Member Counties: Each Director appointed by a County shall have one vote, except as provided below for the County of Sacramento. To pass, there must be an affirmative vote from at least a majority of the Directors representing member counties present and voting.
- b. The Director(s) appointed from the County of Sacramento shall have a total of three(3) votes. Votes, for both the population vote and the member county vote shall be divided equally among those Directors from Sacramento County present and voting.
- c. The Director(s) appointed from the City of Sacramento shall have a total of two (2) votes. Votes, for both the population vote and the member city vote shall be divided equally between the Director(s) from the City of Sacramento present and voting.

RESOLUTION NO. : 2003-395

JUN 17 2003

**Section 5.9 - Subarea Voting on Transportation and Air Quality Issues.**

- a. For the purposes of this Section, the area within the jurisdiction of the Council shall be comprised of two subareas: the Sutter-Yuba subarea and the Sacramento subarea. The Sutter-Yuba subarea shall mean the territory lying within Sutter and Yuba Counties and the member cities within those two counties. The Sacramento subarea shall mean the territory lying within the remaining member cities and counties.
- b. Unless prohibited by federal or state law, the Board may determine, in accordance with Section 5.8, that a transportation or air quality plan, program or issue affects only one subarea and that action upon such plan, program or issue should be made only by the Directors representing that area.
- c. If the Board determines that a transportation or air quality plan, program or issue affects only a subarea pursuant to subsection b., action upon the plan, program or issue shall be voted upon only the Directors who represent member cities and counties within the subarea. The provisions of Sections 5.6, 5.7 and 5.8 shall be applicable to actions taken by Directors from the subarea, except that the phrase "the Board," as used in those Sections, shall be deemed to be the total number of Directors representing member cities and counties within the appropriate subarea. Actions by the Directors of the subarea shall be deemed to be actions of the Board.

**Section 5.10 - Creation of Additional Subareas.**

- a. The Board may, from time to time, by Rule adopted pursuant to Section 5.11, designate additional subareas if the Board finds that there is a function or functions that SACOG performs that affects one group of member agencies or one area within the SACOG region and does not similarly affect the other member agencies or other regions. The Board shall state the reason or rationale for the creation of the subarea or subareas in the Rule.
- b. Once a subarea has been established by Rule, unless prohibited by federal or state law, the Board may determine, by majority vote in accordance with Section 5.8, that the issue before the Board affects only the particular subarea so designated and that action on the issue should be made by the Directors representing that subarea. If the Board determines that subarea voting is appropriate, the provisions of Sections 5.6, 5.7 and 5.8 shall be applicable to the Directors from the subarea, except that the phrase "the Board," as used in those Sections shall be deemed to be the total number of Directors representing the member cities and counties within the applicable subarea. Actions by the Directors of the subarea shall be deemed to be actions of the Board.

RESOLUTION NO.: 2003-395

8

JUN 17 2003

38

**Section 5.11 - Meetings.**

- a. Regular Meetings. Regular meetings of the Board shall be held monthly. The By-Laws of the Board shall provide for the notice, time and place of the regular meetings.
- b. Special Meetings. Special meetings may be called by the Chair or a majority of the members of the Board.
- c. Brown Act. All meetings shall be called and conducted in accordance with the Ralph M. Brown Act (commencing with Section 54950 of the Government Code).

**Section 5.12 - Rules.**

The Board may adopt, from time to time, rules for the conduct of its meetings and the operation of the Council. Copies of such rules shall be maintained by the Secretary, and copies thereof shall be filed with each member city and county. Written notice of a proposed rule amendment shall be sent to each Director and member city and county at least three (3) weeks prior to the vote by the Board on the proposed rule amendment. Such rules shall be consistent with the provisions of this Agreement and, in the event of any conflict between the provisions of the Rules and the provisions of this Agreement, the provisions of this Agreement shall control.

**Section 5.13 - Executive Director.**

The Board shall appoint an Executive Director who shall serve at the pleasure of the Board. The Executive Director shall be the Chief Executive Officer of the Council and shall have such duties as may be prescribed by the Board. The Executive Director shall employ such other staff members as necessary to accomplish the Council's program, consistent with the annual budget, personnel rules, position plan and salary plan. The Executive Director shall be responsible for all projects and property of the Council and shall file with the Treasurer of the Council, as required by the Board, an official bond in an amount to be determined by said Board, guaranteeing the faithful performance of his duties.

**Section 5.14 - Work Program Report.**

Prior to the adoption of a final work program for each fiscal year, the Executive Director shall report to each member city and county on the work program of the preceding year with emphasis on those portions which have affected the applicable member city or county by addressing either local needs or an areawide need of local interest. Each member city or county shall have an opportunity to comment and identify problems, issues and needs which the member city or county determines have not been addressed and which should be considered for inclusion in future work programs and funding allocations. The comments of each member city and county shall be transmitted to and considered by the Board prior to the adoption of the final work program.

RESOLUTION NO. : 2003-39!

JUN 17 2003

39

**ARTICLE 6  
FUNCTIONS**

The functions of the Council shall include, but not be limited to:

- a. Identify, study and recommend solutions to areawide problems through the development of comprehensive areawide plans and action programs. Such plans and programs shall be developed in close consultation with each member city and county and will include the following.
  - 1. Transportation planning and administration of funds
  - 2. Housing planning
  - 3. Water quality planning
  - 4. Land use planning
  - 5. Air quality planning
- b. Serve as the regional, areawide, or umbrella multi-jurisdictional organization which may be required by state or federal law or regulation so that local governments can continue to qualify for state or federal funds and programs, and serve as the designated organization to review and comment on local applications for federal or state funds or programs when required by law or regulation.
- c. Provide assistance to member cities and counties; to collect, analyze and disseminate information which will be of value to member cities and counties, including federal census data and information on state and federal aid programs, and provide technical assistance as may be requested by member cities and counties.
- d. Represent the area before state and federal governments; vigorously express to state and federal agencies the local government point of view on areawide problems, issues and needs, and, in this representation, strengthen the effectiveness of local government.
- e. Serve as the Airport Land Use Commission for Sacramento, Sutter, Yolo, and Yuba Counties, and for such other member counties that request and fund this service.
- f. To provide, with Council approval, services similar to those described in a. through e. above to non-member cities, counties, and special districts on a full or partial cost-reimbursement basis.

RESOLUTION NO.: 2003-39

JUN 17 2003 40

**ARTICLE 7  
POWERS**

**Section 7.0 - General Powers.**

The Council shall have such powers as may be necessary for the accomplishment of the purpose and functions of this Agreement, including, but not limited to, the power in its own name to make and enter into contracts; to employ agents and employees under an adopted personnel system; to provide for employee retirement, health and welfare benefits; to acquire, hold and dispose of property, both real and personal; to sue and be sued in its own name; to hire legal counsel; and to incur debts, liabilities or obligations. The debts, liabilities and obligations of the Council shall not constitute any debts, liabilities or obligations of its predecessor, the Sacramento Regional Area Planning Commission, unless expressly authorized by the Board. The Council may accept grants, gifts, donations and other monies made in the public interest to carry out the purposes and functions as provided in this Agreement. To the extent budgeted, and as provided by rule, the Board is authorized to pay expenses reasonably and necessarily incurred in the conduct of business, including travel expenses to attend meetings and conferences relating to the business of the Council.

**Section 7.1 - Limitations.**

Pursuant to Government Code Section 6509, the powers of the Council are subject to the restrictions upon the manner of exercising such powers of one of the designated member cities or counties. For such purpose, the City of Sacramento is hereby designated, except as to the manner of exercising powers which relate to the employment of personnel and as to those powers, the County of Yuba is hereby designated.

**ARTICLE 8  
FINANCIAL**

**Section 8.0 - Assessments.**

Contributions, in the form of assessments, shall be made annually by member cities and counties in amounts sufficient to provide the funds necessary to carry out the functions of the Council. The annual assessment for each member city and county shall be based on population. Each year, not later than April 1st, the Board shall fix the membership assessment rate for each member city and county. Prior to July 1st, each member city and county shall be notified of its assessment amount.

2003-395  
RESOLUTION NO. : \_\_\_\_\_

JUN 17 2003

41

**Section 8.1 - Budget.**

Prior to July 1st of each fiscal year, the Board shall adopt a preliminary budget. Prior to September 1st of each fiscal year, the Board shall adopt a final budget.

**Section 8.2 - Treasury.**

The Treasury of the County of Sacramento shall be the depository of funds of the Council and the Treasurer of the County of Sacramento shall be the ex-officio Treasurer of the Council. The Auditor of the County of Sacramento shall be the ex-officio Auditor of the Council and shall draw warrants against the funds of the Council in the treasury when the demands are approved by the Executive Director or his designee. The Auditor and Treasurer shall comply with all duties imposed under Article 1, Chapter 5, Division 7, Title I of the Government Code, commencing with Section 6500. The County of Sacramento may determine reasonable charges to be made against the Council for the services of the Treasurer and Auditor. At the close of each fiscal year, as provided in Government Code Section 6505, the Auditor of Sacramento County shall make an audit. In the alternative, the Board may contract with a public accountant or certified public accountant to make an audit of the accounts and reports of the Council.

**Section 8.3 - Funds.**

The Treasurer of the Council shall receive and have the custody of, and disburse Council funds on the warrant of the Auditor and shall make disbursements required by this Agreement. The Treasurer of the Council shall invest Council funds in accordance with the general law. All interest collected on Council funds shall be accounted for and deposited to the account of said funds.

**Section 8.4 - Accounts and Reports.**

The Council shall establish and maintain such records and accounts which are deemed necessary to account for and report on the various sources of funds, expenditures, grants, programs and projects and as may be required by good accounting practice, the State Controller or the United States Government. The books and records of the Council shall be open to inspection by representatives of the member cities and counties at all reasonable times.

RESOLUTION NO. : 2003-395

42

**ARTICLE 9  
DURATION, DISPOSITION AND AMENDMENT**

**Section 9.0 - Effectiveness.**

This Agreement became effective and the Council was established on January 15, 1981.

**Section 9.1 - Duration**

This Agreement shall continue in effect until it is rescinded or terminated; provided that the withdrawal from membership in the Council by any city or county shall not operate to terminate this Agreement.

**Section 9.2 - Disposition of Assets Upon Termination**

Upon termination of this Agreement, any money or assets in possession of the Council after payment of all liabilities, costs, expenses and charges validly incurred pursuant to this Agreement shall be returned to the member cities and counties in proportion to their contributions determined as of the date of termination.

**Section 9.3 - Amendment.**

This Agreement may be amended by the adoption of the amendment by three fourths (3/4) of the governing bodies of the member counties and three fourths (3/4) of the governing bodies of the member cities, each acting by resolution. The amendment shall become effective on the first day of the month following the last required member agency approval. If a proposed amendment has not been approved by the member agencies as provided in this section 120 days after the date the first member agency approves the amendment, the proposed amendment shall be null and void and shall not become effective unless first resubmitted to the member agencies by the Board and then adopted as set forth in this Section.

**Section 9.4 - Review of Board Composition and Voting Structure and Procedures.**

Twelve months after the implementation of the Board composition and voting procedures set forth about, including the voting by population, by cities and by counties, the Board of Directors shall review the Board composition and the voting structure and procedures and whether the Board composition and the voting structure and procedures are promoting the purpose and mission of SACOG, including but not limited to regionalism and good working relationships to the benefit of the region and SACOG. The Board may determine that the Board structure and/or the voting structure and procedures should be altered or amended to better promote or implement the purpose and mission of SACOG and the region and the Board may make suggestions for amendment of the Agreement to the member agencies.

2003-395

RESOLUTION NO. : \_\_\_\_\_

JUN 17 2003

43

**IN WITNESS WHEREOF**, each of the following member cities and counties have caused this Joint Powers Agreement to be executed by having affixed thereto the signatures of the agent of said city and county authorized therefor by resolution of the governing body of said city and county.

**AS ADOPTED BY THE ELIGIBLE CITIES AND COUNTIES**

October 21, 1980  
Revised January 20, 1983  
Revised February 1, 1988  
Revised June 16, 1988  
Revised March 18, 1999  
Revised October 2, 2002  
Proposed: May 15, 2003

RESOLUTION NO. : 2003-39!  
1

14

JUN 17 2003

44



**RULES FOR THE  
SACRAMENTO AREA COUNCIL OF GOVERNMENTS  
JULY 2005**

NOTE: These Rules are intended to provide for the orderly conduct of Council meetings and for the orderly operation of the Council. SACOG was established on January 15, 1981 by a Joint Powers Agreement (JPA) approved by four member counties and fourteen member cities. These Rules are adopted in accordance with relevant provisions of JPA.

**1. Time, Place and Notice of Meetings:**

- a. Time and Place of Meetings. Regular meetings of the Board shall be held on the third (3rd) Thursday of each month unless another date is determined by the Chair or determined by the vote of the Board. The agenda of each regular meeting shall specify the time and place of the subsequent meeting. All regular and special meetings shall be held at a time and place convenient to the public within the jurisdiction of a member city or county.
- b. Notice of Special Meetings. Notice of a special meeting shall be delivered personally or by mail to each member of the Board, and to each local newspaper of general circulation, radio or television station requesting notice in writing. The call and notice shall specify the time and place of the special meeting and the business to be transacted. Such notice shall be received at least 24 hours before the time of such meeting as specified in the notice.
- c. Notice of Regular Meetings. Notice of the time and place of any regular meeting, or adjourned regular meeting, shall be given to any newspaper of general circulation, radio or television station requesting notice in writing in the manner provided for notice of special meetings.

**2. Conduct of Meetings:**

- a. All meetings of the Board shall be open and public and all persons shall be permitted to attend any meeting of the Board except as otherwise provided by law.
- b. In all matters, it shall be the policy of the Board that the Chair shall have the right to open and close meetings and public hearings.

- c. A reasonable time near the beginning of each regular meeting shall be set aside for public input and comment on matters within the Council's subject matter jurisdiction. Except for matters scheduled for formal public hearing, all public input and comment on matters on the agenda shall be made during the public comment period unless the Chair directs that public comment on a matter or matters appearing on the agenda be made when the matter regularly comes up on the agenda.
- d. The Chair may limit the number of witnesses or the time of testimony upon a particular issue.
- e. The Chair may, with the approval of a majority of the members present, adjourn any meeting to a time and place of his choice within the jurisdiction of the Council. Less than a quorum of the members may adjourn a meeting.
- f. Matters raised at a meeting which may not be acted upon pursuant to the Brown Act (Gov. Code, § 54950 et seq.) shall, at the direction of the Chair, be referred to staff or placed on the agenda of the Council's next meeting.

3. **Agenda; Posting of Agenda:**

- a. An agenda shall be prepared by the Secretary and approved by the Chair before each meeting of the Council. The agenda shall include a brief substantive description of each item of business to be transacted or discussed at the meeting together with the time and location of the meeting.
- b. The Secretary shall post a copy of the agenda in a location accessible to the public at the Council offices, 1415 L Street, Suite 300, Sacramento, California, at least 72 hours before each regular meeting and at least 24 hours before each special meeting. The Secretary shall keep a record of the posting of agendas.

4. **Order of Business:**

The regular order of business of the Council shall be:

Roll Call  
Public Communications  
Agenda of the Council

Adjournment

5. **Chair:**

The Chair shall be entitled to vote on all matters before the Council, may make or second any motion, and present and discuss any matter as a member of the Council. The Chair shall preserve order and decorum and shall decide questions of order and procedure not otherwise provided in the Council Rules.

6. **Alternate Directors:**

Each appointing authority is entitled to appoint one alternate director for each director appointed.

With respect to the City and the County of Sacramento, because these two member agencies may appoint one, two, or ( in the case of the County of Sacramento), three directors, each of whom represents the same member agency and each of whom would vote in an unweighted vote, the Sacramento City Council or the Sacramento Board Supervisors may elect to appoint "cross alternates" (i.e. the SACOG members are appointed each other's alternate) or the Sacramento City Council or Board of Supervisors may appoint different members of their respective Council or Board as alternate SACOG Board directors. If cross alternates are appointed, the director who is present may vote for him or herself and, in the absence of a director for whom the director serves as an alternate, may also vote as the alternate for the absent director in an unweighted vote. A director who serves as a "cross alternate" for an absent director shall only be counted as one director (and not also as an alternate) for the purposes of establishing a quorum of the Board.

7. **Referrals:**

The Council may accept, by letter or resolution, referrals for study and report from any duly constituted advisory or legislative body or their representatives. Reports will be made and returned to the referring body within a reasonable time.

8. **Annual Report:**

At the close of each calendar year, the Council shall render a written report on its activities to each member city and county.

9. **Initiative:**

The Council may, upon its own initiative, institute action to carry out any routine or special study or project.

**10. Coordination:**

It is the policy of the Council to establish technical and advisory liaison with any other agency or body seeking to improve the quality of planning, health, safety, welfare, and government services for the Sacramento area.

**11. Transmittal of Planning Information:**

- a. The Council hereby approves, as a regular operating procedure, the transmittal of planning information to respective Boards of Supervisors, City Councils, City and County Planning Commissions of its members, the California Office of Planning and Research, and any other agency which may request in writing such information.
- b. Further, it is the Council policy that:
  - (1) Its staff should work closely, in an advisory role, with local agencies during the preparation and revision of local plans, and seek the participation of local agencies in the preparation of areawide plans.
  - (2) Its staff should participate in public hearings on local plans to:
    - (a) explain the major findings, goals, and recommendations of areawide plans;
    - (b) describe the interrelationships between areawide plans and the proposed local plans;
    - (c) describe differences between the plans; and
    - (d) advocate implementation of areawide plans through local plans.

**12. Directors' Expenses:**

- a. Directors shall receive a fee for meeting expense for each Council meeting, committee meeting or other meeting authorized by the Board in an amount not to exceed \$100 per meeting. Directors shall also be reimbursed for mileage in an amount not to exceed the IRS approved rate. Only those directors whose local jurisdiction does not reimburse for mileage to attend a SACOG meeting are eligible for mileage reimbursement.
- b. In cases where a director attends two or more contiguous meetings at SACOG, mileage shall be reimbursed only for one round trip. If a director rides with others or utilizes a publicly owned vehicle no mileage reimbursement will be given.

When attending various conferences and meetings outside of the area, including those of State and National Associations, directors shall be reimbursed for actual and necessary expenses when deemed essential to the conduct of the Council business and when authorized by the Board. Such expenses shall be subject to the procedures and limitations established in the Personnel Rules.

An alternate director shall be entitled to receive the same expenses as a director. However, if both a director and an alternate attend a Board meeting, only the director shall be entitled to such expenses.

Reimbursement of directors' expenses for a., b., and c. above, shall be limited to funds budgeted for that purpose.

Reimbursement of a director's expenses may be waived by an individual Director, and in no event shall a reimbursement from Council funds duplicate reimbursement by another public agency.

13. **Citizen Participation and Public Information:**

It is Council policy that every reasonable effort possible shall be made to involve a broad cross section of the area's citizenry in its planning program. This effort shall provide for low income and minority group involvement. This effort shall include, but not limited to:

- a. Publication of news releases to all news media in the region as appropriate.
- b. Sponsorship of workshops on timely issues as appropriate.
- c. Appointment of citizen representatives to Council policy committees.
- d. Close Council liaison and cooperation with groups and organizations representing low income and minority group citizens.
- e. Soliciting the broadest possible review and comment on all significant reports, studies, and plans prepared by the Council.
- f. Continuous evaluation and improvement of the Council's citizen participation program.

14. **Committees**

- a. Board Standing Committees. The Council has identified the need to establish standing committees of the Board to assist the Board in the conduct of its business. The Chair may establish one or more standing committees as the Chair deems appropriate and may appoint to these

standing committees Council directors or official representatives of the member agencies. No standing committee shall include a quorum of the directors of the Board. Each standing committee shall be advisory to the Council and shall be chaired by a Board member. The Chair may create, modify or disband standing committees as the Chair deems appropriate.

1. Each standing committee shall have a written statement which identifies the standing committee's charge, mission, duties or responsibilities.
  2. Standing committee members shall serve for one (1) year or as determined by the Chair.
  3. All standing committee meetings shall be held in accordance with the Brown Act (Gov. Code, § 54950 et seq.).
  4. Each standing committee member shall have one (1) vote unless otherwise specified.
  5. A standing committee member shall no longer hold membership should one of the following occur: resignation; three (3) consecutive unexcused absences; expiration of a term; dissolution of the committee; or ceasing to represent the member jurisdiction. The Board Chair shall rule on the excusability of absences.
  6. Directors, alternate directors and elected officials who are designated as official representatives to SACOG from their member agency when appointed to a standing committee shall be entitled to receive the same reimbursement for expenses as a director for attendance at a standing committee meeting as set forth in Section 12 of these rules.
- b. Policy, Technical and Ad Hoc Committees. The Council has also identified the need to establish various policy, technical and ad hoc committees to assist the Council in formulating solutions to current planning issues. To ensure that a broad cross section of the area's citizenry is involved in Council committees, the Council hereby set forth several policies which govern all committees. The Council shall require each committee to develop its own set of bylaws to ensure its smooth operation, subject to Council approval. Specifically, the Council shall require each committee to adhere to the following:
1. The Council shall prepare and maintain a written statement for each committee which identifies the committee's charge, mission, duties or responsibilities.

2. The Council shall identify the number and composition of members of each committee necessary to accomplish the stated purpose.
3. The Council's Affirmative Action Policy and Program shall apply to all committees.
4. Committee members shall serve a fixed term not to exceed three (3) years. Membership terms of committee members shall be staggered as determined by the committee. The provisions of this section requiring fixed terms and the staggering of terms shall not apply to committee members who are staff representatives of public agencies and who serve as members of a committee by virtue of their positions.
5. Committees shall meet on a regular basis. All meetings shall be open to the public.
6. Each committee member shall have one (1) vote unless otherwise specified. Votes of alternates shall not be counted except for those alternates representing public agencies in the absence of the regular member.
7. A member shall no longer hold membership should one of the following occur: resignation; three (3) consecutive unexcused absences; expiration of a term; dissolution of the committee; or ceasing to represent the jurisdiction or the capacity to which one was selected.
8. Citizens who serve on Council committees, who are not reimbursed by another public agency, shall be eligible to request reimbursement for actual mileage and meeting expenses incurred in attending Council committee meetings. Use of Council funds shall be limited to funds budgeted and shall be subject to the procedures and limitations established in the Personnel Rules.

15. **Executive Director:**

The Board shall appoint an Executive Director who shall serve at the pleasure of the Board. The Executive Director shall be the Chief Executive Officer of the Council and shall have such duties as may be prescribed by the Board. The Executive Director shall employ such other staff members as necessary to accomplish the Council's program, consistent with the annual budget, personnel rules, position plan and salary plan. The Executive Director shall be responsible for all projects and property of the Council and shall file with the Treasurer of the Council, as required by the Board, an official bond in an amount to be determined by said Board, guaranteeing the faithful performance of his duties.

16. **Staff:**

- a. In the Executive Director's absence, he/she shall appoint a Director to serve as Acting Executive Director. Should the absence exceed 30 days, the Council shall appoint an Acting Executive Director.
- b. The Executive Director shall maintain the Council operating budget. He/she shall be responsible for submitting a preliminary budget to the Council in ~~June~~ April and a final budget no later than ~~June~~ August of each year. The Executive Director is authorized to make necessary adjustments to the various budgetary line items for each program subelement. Adjustments which are made shall be for the purpose of carrying out the objectives of the program or in order to close out budget accounts. The Executive Director shall advise the Council when such adjustments are made. All other adjustments to the budget shall require prior approval of the Council.
- c. The Executive Director shall include as part of the agency's budget an amount of funds to be held in either a general fund reserve account or in an SB-325 reserve account. The amounts shall represent those funds which are in excess of funds needed to support the programs and activities of the Council for the current budget year. Expenditures made out of reserve accounts will require the express approval of the Council, and, generally, will be available for the following purposes:
  - (1) Reducing cash flow difficulties.
  - (2) Grant program opportunities which may occur during the program year.
  - (3) Audit reconciliations.
  - (4) Any other matter which this Council may determine at a future date.

Adopted Feb. 19, 1981  
Amended July 1, 1983  
Amended July 1, 1984  
Amended Aug. 21, 1986  
Amended Feb. 19, 1987  
Amended April 1, 1988  
Amended Oct. 21, 1993  
Amended Jan. 19, 1995  
Amended Sept. 17, 1998  
Amended Dec. 16, 1999  
Amended Dec. 12, 2002  
Proposed July 21, 2005

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