

**JOINT POWERS AGREEMENT**  
**CREATING THE**  
**SALTON SEA AUTHORITY**

THIS JOINT POWERS AGREEMENT ("Agreement") is made and entered into by and between the following public agencies:

- A. County of Imperial
- B. County of Riverside
- C. Coachella Valley Water District
- D. Imperial irrigation District

(The above are individually and collectively referred to herein as the "PARTY" or "PARTIES", "MEMBER" or "MEMBERS", or "MEMBER AGENCY" or "MEMBER AGENCIES".)

PREAMBLE

WHEREAS, 8000 square miles in Riverside, Imperial, and San Diego Counties and the Republic of Mexico drain to the Salton Sink, the natural low point which is located approximately 278 feet below sea level; and

WHEREAS, over the eons, the Colorado River has broken from its course to the Gulf of California and flooded the Salton Sink, creating an inland fresh water sea known as Lake

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Cahuilla; and

WHEREAS, when the Colorado River reestablished its flow to the Gulf of California, isolating the inland sea from a significant source of fresh water inflow, the Lake Cahuilla (Salton Sea) receded and dried, creating a salt sink; and

WHEREAS, in 1905, the Colorado River again broke into the Salton Sink, recreating the Salton Sea; and

WHEREAS, in 1907, through the efforts of the early pioneers, the Colorado River was returned to its channel flowing to the Gulf of California again isolating the Salton Sea; and

WHEREAS, the Salton Sea re-dissolved the salts from the salt sink and became as salty as the ocean by 1920; and

WHEREAS, the Salton Sea receded until reaching equilibrium with the agricultural drainage, storm-water and wastewater flows from the Imperial, Coachella and Mexicali Valleys; and

WHEREAS, the equilibrium has resulted in changes in the elevation and the salinity of the Salton Sea as the sea has no outlet other than evaporation and is dependent on the agricultural, storm-water and wastewater flows for its existence; and

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WHEREAS, fishery and wild fowl habitat have developed as a result of the water body created by these agricultural drainage, storm-water and wastewater flows, which have created substantial benefits for fish and wild fowl; and

WHEREAS, recreational activities, including fishing, boating and water sports, have developed as result of the water body created by these agricultural drainage, storm-water and wastewater flows; and

WHEREAS, these conditions have resulted in the development of land and commercial activities around the Sea, creating an economy benefiting Imperial and Riverside Counties, the State of California and the United States; and

WHEREAS, the Salton Sea provides tremendous recreational opportunities and environmental benefits to the State of California, the United States, and to the Republic of Mexico; and

WHEREAS, the elevation of the Salton Sea varies as a result of changes in inflows and weather conditions; and

WHEREAS, the salinity of the Salton Sea is currently at 44,000 ppm, which is threatening the continued reproduction of fish in the Salton Sea.

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THEREFORE, there exists a need for a local agency to work with the State of California, the federal government, and the Republic of Mexico in the development of programs to ensure continued beneficial uses of the Salton Sea, including its primary purpose as a depository for agricultural drainage, storm-water and wastewater flows, together with protection of endangered species, fisheries, water fowl, and recreation.

### RECITALS

- A. WHEREAS, each of the PARTIES herein is a public agency and each is authorized and empowered to contract with all the other parties for the joint exercise of powers under Article I and II, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the California Government Code; and
- B. WHEREAS, each of the PARTIES to this Agreement has the authority and power to direct and coordinate actions relating to improvement of water quality and stabilization of water elevation and to enhance recreational and economic development potential of the Salton Sea and to create a separate public agency to carry out such activities; and
- C. WHEREAS, the PARTIES recognize the immediate necessity for coordinated planning, and in the future for construction, operation, and maintenance of works and facilities for optimizing the beneficial uses of the Salton Sea; and

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- D. WHEREAS, the continued use of the Salton Sea as a repository for agricultural runoff is a beneficial service to the Imperial Valley, Mexicali Valley and Coachella Valley; and
- E. WHEREAS, the continued use of the Salton Sea as a natural catch basin is beneficial for several thousand square miles of storm runoff in eastern San Diego County, southern Riverside County, the majority of Imperial County, and a major portion of northeastern Baja California; and
- F. WHEREAS, the control of the problems related to the Salton Sea are of regional, state and international significance beyond the capacity of any local agency.

#### COVENANTS

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES HERETO, AND THE PROVISIONS, CONDITIONS AND TERMS PROVIDED FOR HEREIN, THE PARTIES AGREE AS FOLLOWS:

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ARTICLE I  
CREATION AND PURPOSES

1.1 Creation of Public Agency.

There is hereby created a public agency to be known as the "Salton Sea Authority" (hereinafter referred to as the "Authority"). The Authority is formed by this Agreement pursuant to the provisions of Articles I and II, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California. It is the intent of the PARTIES that the Authority shall be a public agency separate and apart from any PARTY.

1.2 Purpose.

The purpose of the Agreement is to create a public agency to exercise the common power of directing and coordinating actions relating to improvement of water quality and stabilization of water elevation and to enhance recreational and economic development potential of the Salton Sea and other beneficial uses, recognizing the importance of the Salton Sea for the continuation of the dynamic agricultural economy in Imperial and Riverside Counties. The purpose of this Agreement shall be accomplished and said power exercised in a manner hereinafter set forth, subject, however, to such restrictions as are applicable to the PARTIES to this Agreement in the manner of exercising such powers, as required by Government Code Section 6509.

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Article 1.2 To be amended pending approval by Member Agencies.
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ARTICLE II  
POWERS OF THE AUTHORITY

2.1 The Authority shall have the power common to the PARTIES to do any and all of the following:

- A. To make and enter into contracts, leases and other agreements, including contracts with federal, state and other governmental agencies;
- B. To employ agents, employees, consultants, advisors, independent contractors and other staff;
- C. To incur debt, liabilities and obligations;
- D. To acquire, hold or dispose of property by eminent domain, lease, lease purchase or sale;
- E. To acquire, construct, manage, maintain and operate any buildings, works or improvements;
- F. To sue and be sued in its own name, except that the Authority shall not sue its own MEMBERS;
- G. To raise revenue, to levy and collect rates, fees and charges, and to issue bonds, notes, warrants and other evidences of indebtedness to finance costs and expenses incidental to the purpose of the Authority. All such levies, fees and charges shall be approved by a unanimous vote of the Board of Directors;

- H. To designate committees of the Board of Directors of the Authority to serve at the pleasure of the Board of Directors, and to prescribe the manner in which proceedings of such committees shall be conducted;
- I. To invest surplus funds pursuant to Government Code Section 6509.5 or any other applicable State law; and
- J. To undertake projects, singularly or in cooperation with other agencies.

These projects may relate to:

- (1) surface elevation of the Salton Sea;
- (2) salinity of the Salton Sea;
- (3) fish and wildlife of the Salton Sea;
- (4) public recreation facilities and opportunities;
- (5) protection and enhancement of water quality in the Salton Sea;
- (6) reduction or elimination of threats to public health, safety and welfare;
- (7) conservation of water;
- (8) encouragement of compatible planning and development adjacent to and in proximity of the Salton Sea;
- (9) establishment of on-going maintenance and operations programs to accomplish the purposes of the Authority;
- (10) management of by-products resulting from projects undertaken by the Authority including the beneficial reuse of these by-products; and
- (11) acquisition of sufficient revenues to retire debt and to fulfill the



financial obligations of the Authority.

- 2.2 The Authority shall exercise its powers and achieve its purpose within the geographical area bounded by the right of way furthest from the shore of California State Highway 111, Avenue 70, Lincoln Street, Avenue 72, Buchanan Street, California State Highway 86, Bannister Road, Kalin Road, and Sinclair Road to California State Highway 111, all depicted on Exhibit "A", which Exhibit is attached hereto and incorporated herein by this reference. The boundaries of such geographical area may be amended by the PARTIES.
- 2.3 The PARTIES acknowledge and agree that the Authority shall not exercise the land use powers presently held by the County of Imperial and the County of Riverside and that such powers shall be retained by them.

### ARTICLE III

#### EFFECTIVE DATE

- 3.1 This Agreement shall become effective and the Authority shall be created as of the date on which all of the PARTIES to this Agreement have approved and executed this Agreement.
- 3.2 In the event any additional public agency becomes a MEMBER of the Authority after

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its formation, all of the existing MEMBERS and the prospective MEMBER shall execute a memorandum specifying the obligations of the prospective MEMBER for contributions towards past or present Authority expenditures.

#### ARTICLE IV

#### GOVERNING BODY

- 4.1 This Agreement and the Authority created hereby shall be administered by the Board of Directors of the Authority. All of the power and authority of the Authority shall be exercised by the Board of Directors, subject, however, to the reserved rights of MEMBER AGENCIES with regard to approval of proposed budgets and assumption of financial obligations.
- 4.2 The Member AGENCIES of the Authority, Imperial County, Riverside County, Imperial Irrigation District, and Coachella Valley Water District shall each have two votes, which may be cast by one MEMBER.
- 4.3 In order to assist in coordinating the duties and the activities of the Authority with other governmental entities, the following may be ex-officio (non voting) MEMBERS of the Authority:
- A. Coachella Valley Association of Governments (CVAG)
  - B. Imperial Valley Association of Governments (IVAG)

- C. Southern California Association of Governments (SCAG)
- D. California Department of Fish and Game (CDFG)
- E. California State Secretary of Resources
- F. Torres Martinez Desert Cahuilla Indians

Other ex-officio members may be added by a unanimous vote of the Board of Directors.

4.4 Each MEMBER of the Board of Directors shall serve at the pleasure of the appointing MEMBER AGENCY.

## ARTICLE V

### OFFICERS

5.1 The officers of the Board of Directors shall be selected from the Authority's voting membership, including a President, Vice-President, and Secretary.

5.2 The officers of the Authority, as selected by the Board of Directors, shall be:

A. The Treasurer of the Authority shall be the treasurer of Riverside County, who shall be the depository and have custody of all money of the Authority from whatever source, provided that the Board of Directors may at any time select another treasurer.

B. The Controller of the Authority, who shall be of the same public agency as

the Treasurer, and who shall draw all warrants to pay demands against the Authority approved by the Board.

- 5.3 The Treasurer and the Controller shall comply with all duties imposed under Article 1, Chapter 5, Division 7, Title I, of the California Government Code commencing with Section 6500.
- 5.4 The public officer, officers or persons who have charge of, handle or have access to any property of the Authority shall file an official bond in an amount to be fixed by the Board of Directors.
- 5.5 All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers 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 Board of Directors shall be deemed, by reason of their employment by the Board of Directors, to be employed by any of the MEMBERS or, by reason of their employment by the Board of Directors to be subject to any of the requirements of such MEMBERS.

#### ARTICLE VI

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## BYLAWS

- 6.1 The Board of Directors shall adopt, from time to time, such rules, regulations and bylaws for the conduct of its affairs as may be required.

## ARTICLE VII

### SPECIFIC PROJECTS

- 7.1 For matters not deemed to be of general benefit to all PARTIES, the Authority shall function through the identification and implementation of "specific projects." A specific project may involve less than all of the MEMBERS of the Authority, provided that no MEMBER shall be involved without its approval. A separate project budget and written agreement of the PARTIES who consent to participation in a specific project shall be established for each specific project, which budget and agreement shall determine the respective obligations, functions and rights of the MEMBERS involved, and of the Authority. The MEMBERS of the Board of Directors representing the MEMBER AGENCIES who will be involved in financing and implementing the specific project shall be and constitute a "Project Committee" of the Authority for purposes of administration and implementation of the specific project. All "specific projects" shall be approved by a majority vote of the Board of Directors.

## ARTICLE VIII

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## REVENUE BONDS

- 8.1 The Authority shall have the power and authority to issue Revenue Bonds in accordance with State law, Government Code Section 6515.

## ARTICLE IX

### PROPERTY RIGHTS

- 9.1 To the extent that any funds received by the Authority from any MEMBER are used for the acquisition or construction of assets, the same shall be allocated annually on the books of the Authority to the credit of the said contributing MEMBER.

## ARTICLE X

### ADMISSION AND WITHDRAWAL OR DISSOLUTION

10.1 Admission to Authority

It is recognized that public entities, other than Imperial and Riverside Counties, the Coachella Valley Water District and the Imperial Irrigation District, may wish to participate in the Salton Sea Authority. Additional public entities may become parties to this Agreement, subject to the terms and conditions as provided by this Agreement and the Authority's Bylaws evidenced by execution of a written addendum to this Agreement, and signed by all of the parties including the

additional party.

## 10.2 Withdrawal from the Authority

It is fully anticipated that each party hereto shall participate in the Authority until purposes set forth in this Agreement are accomplished. The withdrawal of any party, either voluntary or involuntary 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 the Authority, one hundred twenty (120) days 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 the Authority prior to the effective date of the parties' notice of withdrawal;
- C. Withdrawal shall result in the forfeiture of that party's rights and claims relating to distribution of property or funds upon termination of the Authority as set forth in paragraphs 10.3 and 10.4 below.

## 10.3 Dissolution of Authority

Upon dissolution of the Authority, there shall be a partial or complete distribution of assets and discharge of liabilities as follows:

- A. Upon withdrawal of any MEMBER of the Authority prior to dissolution, the withdrawing MEMBER shall forfeit its proportionate share of the assets of the

Authority and shall contribute its proportionate share or otherwise defined share towards the discharge of any enforceable liabilities incurred by the Authority as the same appear on the books of the Authority.

- B. Upon dissolution of the Authority, each MEMBER shall receive its proportionate or otherwise defined share of the assets of the Authority within a reasonable amount of time after dissolution, and each MEMBER shall contribute its proportionate or otherwise defined share toward discharge of any enforceable liabilities incurred by the Authority as the same appear on the books of the Authority.

10.4 The distribution of assets may be made in kind or assets may be sold and the proceeds thereof distributed to the MEMBERS at the time of dissolution after the discharge of all enforceable liabilities.

## ARTICLE XI

### HOLD HARMLESS AND INDEMNITY

11.1 Each party hereto agrees 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 Board of Directors itself or its agents or employees are held liable for injuries to persons or property, each party's lia

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Article 11.1 New Article 11.1 to be added pending approval by Member Agencies.
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indemnity for such injuries shall be based on 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 Board of Directors 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 of property damage arising out of the performance of this Agreement.

## ARTICLE XII

### TERM, RESCISSION OR TERMINATION

12.1 This Agreement shall remain in effect until it is terminated as provided for herein.

12.2 This Agreement may be extended or terminated by written consent of a majority of the MEMBER AGENCIES evidenced by certified copies of resolutions of their governing bodies; provided, however, that no such termination shall be effective until all revenue bonds and other forms of indebtedness issued pursuant hereto, and the interest thereon, shall have been paid or adequate security for the principal payment shall have been made in accordance with the resolution of the MEMBER AGENCIES.

Article 11.1  
Article 11.1 to be re-designated as  
Article 11.2 and will be amended  
pending approval by Member  
Agencies.

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authorizing the issuance thereof.

### ARTICLE XIII

#### DISPUTES UNDER AGREEMENT

13.1 Any controversy or claim between any two or more parties to this Agreement, or between any such party or parties and the Authority with respect to disputes, demands, differences, controversies, or misunderstandings arising in relation to interpretation of the Bylaws or this Agreement, or any breach thereof, that cannot be settled through mediation or other consensus building processes, shall be submitted to and determined by arbitration. Mediation (or other consensus building processes) shall have, at minimum, thirty (30) days to resolve differences prior to arbitration. The party desiring to initiate arbitration shall give notice of its intention to arbitrate to every other party to this Agreement and the Authority. Such notice shall designate as "respondents" such other parties as the initiating party intends to have bound by any award made therein. Any party not so designated but which desires to join in the arbitration may, within ten (10) days of service upon it of such notice, file a response indicating its intention to join in and to be bound by the results of the arbitration, and further designation of 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 shall each designate a person to act as an arbitrator. The two designated arbitrators shall mutually designate a third

person to serve as arbitrator. The three arbitrators shall proceed to arbitrate the matter according to the provisions of Title 9 of Part 3 of the Code of Civil Procedure, Section 1280 et seq. The Parties to this Agreement agree that the decision of the arbitrators will be binding.

#### ARTICLE XIV

##### NOTICES

14.1 Notices under this Agreement shall be sufficient if addressed to the principal office of each of the PARTIES hereto and shall be deemed given upon deposit in the U.S. Mail, First-Class, Postage Pre-Paid.

14.2 All notices, statements, demands, requests, consents, approvals, authorizations, agreements, appointments or designations hereunder shall be given in writing and addressed to the principal office of each MEMBER of the Authority.

#### ARTICLE XV

##### MISCELLANEOUS

15.1 The section headings herein are for convenience only and are not to be construed as modifying or governing language in the section.

- 15.2 This Agreement is made in the State of California and under the Constitution and law of this State and is to be so construed.
- 15.3 This Agreement may be amended from time to time in writing by unanimous vote of the PARTIES; provided, however, that any such amendment shall take into consideration the holders of any revenue bonds or other forms of indebtedness which are outstanding in accordance with any resolution of the Authority authorizing the issuance thereof.
- 15.4 This Agreement shall be binding upon and shall inure to the benefit of the successors of the PARTIES.
- 15.5 If any one or more of the terms, provisions, 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, 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.
- 15.6 The PARTIES shall not assign any rights or obligations under this Agreement without the written consent of all other PARTIES.

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15.7 This Agreement shall be reviewed five years from the date of its execution to determine whether the Authority shall continue.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authorized officials on the dates indicated below.

June 2, 1993

Dated: \_\_\_\_\_

RIVERSIDE COUNTY

By \_\_\_\_\_

Patricia Larson, Chairman

Board of Supervisors

ATTEST:

(SEAL)

Secretary to the Board

Dated: \_\_\_\_\_

IMPERIAL COUNTY

By  
Wayne J. Van De Graaff, Chairman  
Board of Supervisors

ATTEST:

(SEAL)

Linda K. Weaver, Clerk of the Board

June 2, 1993

Dated: \_\_\_\_\_

IMPERIAL IRRIGATION DISTRICT

By  
Lloyd Allen, President  
Board of Directors

ATTEST:

(SEAL)

J. Penn Carter, Esq., Secretary to the Board

Dated: \_\_\_\_\_

COACHELLA VALLEY WATER DISTRICT

By  
Tellis Codekas, President  
Board of Directors

ATTEST:

(SEAL)

Secretary to the Board

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