

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Supervisor Benoit and Supervisor Ashley

SUBMITTAL DATE:
July 13, 2010

SUBJECT: Salton Sea Authority Annual Membership Fee and Monetary Contribution for the Formation of the Salton Sea Authority Project Committee

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the annual membership fee for the Salton Sea Authority of \$35,000 for fiscal year 2010-2011;
2. Approve a contribution of \$25,000 for the formation of the Salton Sea Authority Project Committee to evaluate lessons learned from Lake Elsinore and the applicability to the challenges faced by the Salton Sea;
3. Direct the Auditor Controller to make budget adjustments as outlined on Attachment A; and
4. Authorize the Chairman to sign three copies of the MOU on behalf of the County of Riverside forming the Salton Sea Authority Project Committee. (See Attachment B)

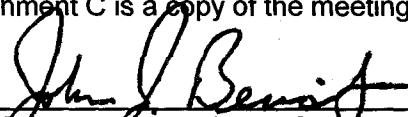
BACKGROUND:

The Salton Sea Authority board members approved at their meeting on June 24, 2010, the annual budget for fiscal year 2010-2011. The County's cost share and membership fee is \$35,000. This will allow the Salton Sea Authority to maintain its basic operations while seeking to implement the preferred alternative for restoration of the sea. This amount is a reduction from the previous year's membership fee of \$50,000.

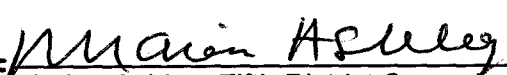
The Authority also approved the formation of the Salton Sea Authority Project Committee to:

1. Evaluate the lessons learned from the Lake Elsinore Restoration Project and the applicability for financing and construction of the Salton Sea preferred alternative;
2. Determine manageable component phasing, costs, and priorities for financing and construction of the Salton Sea preferred alternative; and
3. Evaluate the environmental studies, including but not limited to additional environmental work as required.

The Authority is seeking match funding of \$25,000 per agency to participate in the Salton Sea Authority Project Committee activities. See Attachment B, which includes three copies of the MOU forming the Salton Sea Authority Project Committee for signature by the Chairman of the Board of Supervisors. Also provided as Attachment C is a copy of the meeting minutes from the June 24, 2010 Salton Sea Authority meeting.


John Benoit, Fourth District Supervisor

REQUIRES
4/5th's VOTE


Marion Ashley, Fifth District Supervisor

Prev. Agn. ref.

District: 4 and 5

AGENDA NO. **3.4**

ATTACHMENT A

Source of Funds: Palm Desert Redevelopment Tax Increment.

Increase Appropriations:

31540-1100100000-523100	Memberships	\$35,000
31540-1100100000-536200	Contribution to Other Non-county Agency	\$25,000

Anticipated Decrease in Fund Balance:

31540-1100100000-308158	Res for RDA Capital Improvements	\$60,000
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ATTACHMENT B

**MOU Forming the
Salton Sea Authority
Project Committee**

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE COUNTY OF RIVERSIDE, THE COACHELLA VALLEY WATER DISTRICT
AND THE SALTON SEA AUTHORITY**

**TO FORM A SALTON SEA AUTHORITY PROJECT COMMITTEE TO EVALUATE
THE APPLICATION OF CONCEPTS FROM THE LAKE ELSINORE PROJECT TO
THE RESTORATION OF THE SALTON SEA**

This Memorandum of Understanding ("MOU") is made and entered into as of July ____, 2010 by and among the following California public agencies: the County of Riverside, the Coachella Valley Water District, and the Salton Sea Authority which are sometimes individually referred to as "Party" or collectively as "Parties."

RECITALS

WHEREAS, In 1993, the County of Imperial, County of Riverside, Coachella Valley Water District and Imperial Irrigation District formed the Salton Sea Authority, a California Joint Powers Authority. In 2003, the Torres Martinez Desert Cahuilla Indians joined the Authority as a full member; and

WHEREAS, Article VII of the Joint Powers Agreement Creating the Salton Sea Authority provides:

"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";

and

WHEREAS, the County of Riverside and the Coachella Valley Water District desire to evaluate the application of concepts from the Lake Elsinore Project to the construction and financing of the Salton Sea Authority's Restoration Plan; and

WHEREAS, the Authority authorized the formation of a "Specific Project" under Article VII of the Joint Powers Agreement to evaluate the application of concepts from the Lake Elsinore Project to the restoration of the Salton Sea ; and

WHEREAS, the governing boards of the County of Riverside and the Coachella Valley Water District (individually "Participating Member" and collectively "Participating Members"), and the Salton Sea Authority have approved this Memorandum of Understanding to form a Salton Sea Authority Project Committee, ("Project Committee")

NOW, THEREFORE, the Parties agree as follows:

1. FORMATION OF PROJECT COMMITTEE;

a. Upon the effective date of this Agreement, the Parties hereby agree to form a Project Committee for the purpose of evaluating the application of the Lake Elsinore concept to the restoration of the Salton Sea. It is not the intent of the parties to create a legal agency or entity apart from the parties pursuant to Government Code section 6503.

b. The Project Committee shall consist of the two directors of the Salton Sea Authority from each of the Participating Members. The two votes of any Participating Member may be exercised by one director in the absence of the other.

c. The Project Committee shall select a Chairman, who shall call meetings of the Project Committee from time to time. All meetings of the Project Committee shall comply with the Brown Act.

2. BUDGETS AND ACTIVITIES.

a. The Project Committee shall direct Authority staff, consultants and legal counsel to perform such functions as the Committee sees fit to evaluate the Lake Elsinore concept, in accordance with a budget adopted by the Project Committee and approved by the

Authority.

b. Authority staff, consultants and legal counsel shall separately account for their time and expenses in performing duties on behalf of the Project Committee. A pro rata share of the expense incurred on behalf of the Project Committee shall be billed monthly to the Participating Members.

3. EXPENSES, LIABILITIES AND INDEMNITY

The expenses, debts, liabilities, and obligations of the Project Committee shall be held jointly and severally among the Participating Members. All Salton Sea Authority employee, consultant, or attorney time and other overhead related to Project Committee activities, shall be paid by Project Committee members. Among themselves, Participating Members shall be responsible for their pro rata shares of the expenses, debts, liabilities and obligations incurred on behalf of the Project Committee, except as provided below. Each Participating Member hereto agrees to indemnify, defend and hold the other Participating Members, non participating members, and the Authority harmless from any liability imposed on the other parties or members 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 arising out of the performance of this MOU. Where the Project Committee itself or its agents or employees are held liable for injuries to persons or property, each Participating Party's liability for contribution or indemnity for such injuries, if any, shall be based proportionately upon the contributions (less voluntary contributions) of each Participating Member. In the event of liability imposed upon any of the parties to this MOU or a non-participating member, or upon the Project Committee created by this MOU, for injury which is caused by the negligent or wrongful act or omission of any of the parties in the performance of this MOU, 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).

4. COUNTERPARTS

This Agreement may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

Dated: _____

RIVERSIDE COUNTY

By Marion Ashley
Marion Ashley, Chairman
Board of Supervisors

ATTEST:

(SEAL)

Clerk to the Board

Dated: _____

Coachella Valley Water District

By _____
_____, Chairman
Board of Directors

ATTEST:

(SEAL)

Clerk of the Board

Dated: _____

Salton Sea Authority

By _____
Marion Ashley, Chairman
Board of Directors

ATTEST:

(SEAL)

Secretary of the Board

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BETWEEN**

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and

WHEREAS, the County of Riverside and the Coachella Valley Water District desire to evaluate the application of concepts from the Lake Elsinore Project to the construction and financing of the Salton Sea Authority's Restoration Plan; and

WHEREAS, the Authority authorized the formation of a "Specific Project" under Article VII of the Joint Powers Agreement to evaluate the application of concepts from the Lake Elsinore Project to the restoration of the Salton Sea ; and

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(SEAL)

Clerk to the Board

Dated: _____

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By _____
_____, Chairman
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Marion Ashley, Chairman
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ATTEST:

(SEAL)

Clerk to the Board

Dated: _____

Coachella Valley Water District

By _____
_____, Chairman
Board of Directors

ATTEST:

(SEAL)

Clerk of the Board

Dated: _____

Salton Sea Authority

By _____
Marion Ashley, Chairman
Board of Directors

ATTEST:

(SEAL)

Secretary of the Board

ATTACHMENT C

**Salton Sea Authority
Meeting Minutes**

OFFICIAL PROCEEDINGS
SALTON SEA AUTHORITY
BOARD OF DIRECTORS MEETING
June 24, 2009

CALL TO ORDER

The regularly scheduled meeting of the Salton Sea Authority (Authority) Board of Directors (Board) was called to order by Marion Ashley, Board President, at 10:00 a.m., June 24, 2010, at Coachella Valley Water District, Dr. Forbes Auditorium, 85-995 Avenue 52, Coachella, Ca 92236, (760) 398-2651.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by President Marion Ashley.

BOARD OF DIRECTORS' PRESENT

Marion Ashley, President
Jack Terrazas, Vice President
Jim Hanks, Secretary
John J. Benoit
Corky Larson
Peter Nelson
Gary Wyatt

AGENCY

Riverside County
Imperial County
Imperial Irrigation District
Riverside County
Coachella Valley Water District
Coachella Valley Water District
Imperial County

BOARD OF DIRECTORS' ABSENT

Al Loya
Stella Mendoza
Elena Morreo

AGENCY

Torres Martinez Desert Cahuilla
Imperial Irrigation District
Torres Martinez Desert Cahuilla

PUBLIC COMMENT

None.

PRESENTATION:

A. Andrew Serafini of TMG: Salton Sea Stakeholders Symposium Follow-up.

Andrew noted that at the Salton Sea Stakeholders Symposium there were 74 supporting organizations, and nearly 30 sponsors, with special thanks given to the Salton Sea Authority, Valley Action Group, RBF Consulting and the committee who helped put this together.

There were over 600 regional stakeholders in attendance. The overall consensus is that to take no action is not a choice; that something needs to be done.

We need to work with the Salton Sea Authority in moving forward on this critical issue. Stay tuned by going to www.saltonseastakeholders.com where you can find press releases to help keep you in touch on what is happening in the future.

Vice-President Jack Terrazas extended an apology for being unable to attend this meeting due to a previous engagement, and further apologized for Imperial County not having a representative there either.

Michael O'Connor, Executive Director noted that if anyone was not able to attend the Salton Sea Stakeholders Symposium simply go to their website, click on the various speakers and see all presentations, with the exception of Dr. Krantz's presentation, which was too large to post.

EXECUTIVE DIRECTOR'S REPORT

Michael O'Connor, Executive Director reported on the following items:

- The Salton Sea Stakeholders Symposium.
- California Senate Bill 51 (Ducheny), relating to the Salton Sea Coordination Council and amended again in the State Assembly.
 - The consensus at this point is that the Salton Sea Authority Board is opposed to S.B. 51, as it is currently written, and wishes to have a letter written expressing this Position of Opposition, specifically the reference to having eight state representatives and six local representatives.

A motion was made by President Marion Ashley and seconded by Board Member John J. Benoit to add this item to the current Agenda. There were no objections. The motion carried.

A motion was made by Board Member John J. Benoit and seconded by Board Member Corky Larson to respectfully reject and express our opposition by sending a letter from the Authority expressing a Position of Opposition to S.B. 51, as it currently stands. There were no objections. The motion carried.

- The State held a Stakeholders Coordination Meeting of the Salton Sea Species Conservation Habitat Project at UCR Palm Desert, and Bill Brownlie of Tetra Tech will provide a presentation on this item later on the agenda.
- Image Marketing Concepts continues updating our site, for a more modern look and freshened content. (Website presented)

- The Authority has been receiving more requests for speakers for various civic and service organizations, which have increased since the Stakeholders Symposium, and perhaps, some Board members may wish to speak to these groups, in addition to staff, as a way of communicating the Salton Sea Authority's objectives.

CONSENT CALENDAR

- A. Approval of Minutes – April 29, 2010.
- B. Warrant Register Ratification – April 1, 2010 through May 31, 2010.
- C. Cash Flow Projection – June 10, 2010 through June 30, 2010.
- D. FPPC Biennial Update.

A motion was made by Board Member John J. Benoit and seconded by Board Member Corky Larson to approve the Consent Calendar. There were no objections. The motion carried.

OLD BUSINESS

- A. Audit for Year Ended 06/30/2009.

A motion was made by Vice-President Jack Terrazas and seconded by Board Member Peter Nelson to approve the Audit for Year Ended 06-30-2009. There were no objections. The motion carried.

- B. Salton Sea Authority Annual Budget for Fiscal Year 2010/2011.

A motion was made by Board Member Corky Larson and seconded by Board Member John J. Benoit to approve the Annual Budget for Fiscal Year 2010/2011, with a \$25,000.00 agency contribution from Coachella Valley Water District, Imperial Irrigation District, Riverside County and Imperial County and \$7,000.00 from the Torres Martinez Indians. There were no objections. The motion carried.

The budget needs to be sent out to all member agencies for approval and ratification by their individual Boards before final approval.

- C. Update on In-Lieu Mitigation Program by Bill Brownlie.

This report focuses on a species conservation habitat, targeted for bird species that are currently present at the Salton Sea. A big concern is that with these applications for funding, that these funds will be spent on DWR's projects, and done their way, and how do we get funds for our projects, done our way? It was suggested that the appropriate representative(s) from each agency go and put some pressure on Mr. Lester Snow, as well as inviting him to come and meet with the Board.

Additionally, it was suggested that if a portfolio of wetlands can be put together, that outside, private funding could be acquired to pay for some of the projects.

A motion was made by Board Member John J. Benoit and seconded by Secretary Jim Hanks to draft a letter expressing concerns that if projects do not meet the DWR's (Resource Agency) plans then they won't be funded, as well as invite Mr. Snow to come and meet with the Board. There were no objections. The motion carried.

NEW BUSINESS

A. Possible Formation of an Elsinore Project Committee.

Riverside County and Coachella Valley Water District have each pledged \$25,000.00 to form a special committee and hire Andrew Schlange to set forth a plan, similar to Lake Elsinore, for the Salton Sea.

A motion was made by President Marion Ashley and seconded by Board Member Corky Larson to form a Project Committee. There were no objections. The motion carried.

CLOSED SESSION

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION under Government Code section 54957

Title: Executive Director

A motion was made by Board Member Gary Wyatt and seconded by Board Member John J. Benoit to extend the contract for Michael O'Connor, as the Executive Director for the Salton Sea Authority, for an additional year. There were no objections. The motion carried.

ADJOURNMENT

There being no further business President Marion Ashley adjourned the meeting at 11:20 a.m.

The next regularly scheduled meeting will be on August 26, 2010, at Coachella Valley Water District, Dr. Forbes Auditorium, 85-995 Avenue 52, Coachella, Ca 92236, (760) 398-2651.