

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



ITEM  
3.5  
(ID # 7412)

**MEETING DATE:**

Tuesday, June 26, 2018

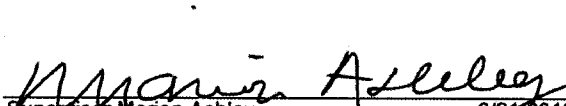
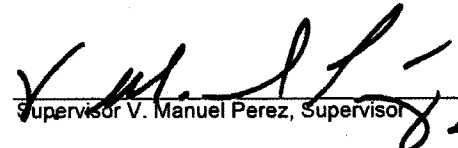
**FROM :** SUPERVISOR V. MANUEL PEREZ AND SUPERVISOR ASHLEY :

**SUBJECT:** SUPERVISOR V. MANUEL PEREZ and SUPERVISOR MARION ASHLEY:  
Memorandum of Understanding Between the County of Imperial and the County  
of Riverside Concerning Unified Support on the Salton Sea. [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. The Board of Supervisors approve the Memorandum of Understanding with Imperial County in support of common goals to further Salton Sea restoration and management efforts.

**ACTION:** Policy

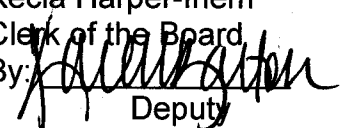
  
Supervisor Marion Ashley 6/21/2018   
Supervisor V. Manuel Perez, Supervisor 6/21/2018

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Perez  
Nays: None  
Absent: Ashley  
Date: June 26, 2018  
xc: Supvr. Perez, Supvr. Ashley

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

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

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**C.E.O. RECOMMENDATION:** [CEO use]

**BACKGROUND:**

**Summary**

In January 2018, Supervisor Perez announced the North Lake concept to protect the northern shore of the Salton Sea which lies within Riverside County. This announcement brought further conversation with Imperial County and the desire to work collaboratively. This Memorandum of Understanding is to recognize and formalize the County of Imperial and the County of Riverside as cooperative partners and support common goals to further Salton Sea restoration and management efforts as well as the development potential of the Salton Sea.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF IMPERIAL AND THE COUNTY OF RIVERSIDE  
CONCERNING UNIFIED SUPPORT ON THE SALTON SEA**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into on this 26th day of June, 2018, by and between the County of Imperial, a political subdivision of the State of California, and the County of Riverside, a political subdivision of the State of California. Both counties may be referred to herein collectively as the “Parties”.

This MOU represents good faith commitments and common goals which are being made in the spirit of cooperation and collaboration to benefit the Salton Sea.

WHEREAS, it is the desire of the County of Imperial and the County of Riverside to work together in a collaborative manner and support common goals to further Salton Sea restoration and management efforts as well as the development potential of the Salton Sea; and

WHEREAS, the inflow of water to the Salton Sea has decreased and pursuant to the Quantification Settlement Agreement, mitigation water inflows ended on December 31, 2017, and without restoration or stabilization measures, the Salton Sea will rapidly decline; and

WHEREAS, the State of California (“State”) has developed the Salton Sea Management Program (“SSMP”) through departments within the California Natural Resources and Environmental Protection Agencies and is obligated to pay for certain costs related to habitat, air and water quality issues at the Salton Sea; and

WHEREAS, the state has developed the 10-year SSMP plan and identified a phased series of projects, the state has not appropriated all the necessary SSMP funding. The Salton Sea is at substantial risk of irreversible damage and threatens wildlife and public health; and

WHEREAS, it is the intent of both Parties to take coordinated and cooperative action to further stabilize the Salton Sea on such restoration efforts which would protect and improve public health, air quality, and wildlife habitat; and

WHEREAS, the Salton Sea is located within both counties and the Parties have land-use authority and land-use control; and

WHEREAS, it is the desire and intent of both Parties to work together on agreed projects and financing mechanisms such as an Enhanced Infrastructure Finance District (“EIFD”) that would support projects and stimulate economic development around the Sea; and

WHEREAS, both Parties recognize and support the immense value of working together to enhance opportunities for renewable energy and geothermal development to the region by providing reliable, affordable energy in furtherance of the State’s Renewable Portfolio Standard and Greenhouse Gas Reduction goals and could provide funding for Salton Sea infrastructure; and

WHEREAS, the benefits of said integrated projects would include economic development, recreational activity, and reduction in air quality impacts as well as optimize the potential opportunities at the Salton Sea; and

WHEREAS, it is the desire of both Parties to support the Salton Sea Authority ("SSA"), the SSA as a Joint Power Authority with common power of directing and coordinating actions relating to the improvement of the Salton Sea; and

WHEREAS, both Parties desire recognition of Imperial and Riverside Counties as the local land use authorities with an enhanced role in implementing projects. California law requires the California Natural Resources Agency to develop a Salton Sea plan in cooperation and consultation with local agencies; and

WHEREAS, the Parties support the common goal of a locally managed and more efficient process to expedite projects at the Salton Sea to avert a further decline at the Salton Sea.

WHEREAS, it is the desire of both Parties to respectfully request a State Legislative amendment to clarify the state's legislative directive to consult and cooperate with Imperial and Riverside Counties; and

WHEREAS, the Salton Sea Authority recently achieved historic progress and completed the first phase Wetland project located on the Torres Martinez Desert Cahuilla Indian Tribe reservation. The Wetland project was carried out and accomplished by the leadership of the Salton Sea Authority and its member agencies; and

WHEREAS, the Parties are in support of the North Lake vision which would complement the state's SSMP plan by providing an in-sea barrier around the contours of the north shoreline with a deep lake and respectfully request the state's support and recognition in the SSMP as an important integrated project; and

WHEREAS, the Parties are supportive of the Perimeter Lake concept which would also include a South Lake component and resemble a flowing river with a system of low profile levees bordering the Salton Sea shoreline. The Parties respectfully request to have the Perimeter Lake incorporated into the state's SSMP long-term plan; and

WHEREAS, the Parties will encourage outreach to the surrounding communities and seek supportive resolutions from all cities. The Parties welcome other agencies to join and assist them in efforts that are supportive of the Salton Sea; and

WHEREAS, it is the intent of the Parties to improve the public health, economic opportunity and overall quality of life of the disadvantaged communities around the Salton Sea; and

WHEREAS, it is the intent of the Parties to support public-private partnerships and will assist private entities to define and develop projects around the Salton Sea; and

NOW, THEREFORE BE IT RESOLVED, that the County of Imperial and the County of Riverside hereby adopt this Memorandum of Understanding and agree to a collaborative partnership and a unified strategy to support common goals which would stabilize and restore the Salton Sea.

**Riverside County Board of Supervisors  
Request to Speak**

Submit request to Clerk of Board (right of podium),  
Speakers are entitled to three (3) minutes, subject  
Board Rules listed on the reverse side of this form.

**SPEAKER'S NAME:** CHUCK TOBIN

**Address:** RIVERSIDE 1483 TRENTON  
(only if follow-up mail response requested)

**City:** RIV **Zip:** 92506

**Phone #:** 909 641-3824

**Date:** 6/26/18 **Agenda #** 3.5

**PLEASE STATE YOUR POSITION BELOW:**

**Position on "Regular" (non-appealed) Agenda Item:**

**Support**       **Oppose**       **Neutral**

**Note:** If you are here for an agenda item that is filed  
for "Appeal", please state separately your position on  
the appeal below:

**Support**       **Oppose**       **Neutral**

**I give my 3 minutes to:** \_\_\_\_\_

## **BOARD RULES**

### **Requests to Address Board on "Agenda" Items:**

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

### **Requests to Address Board on items that are "NOT" on the Agenda:**

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

### **Power Point Presentations/Printed Material:**

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

### **Individual Speaker Limits:**

**Individual speakers are limited to a maximum of three (3) minutes.** Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. ***Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.***

### **Group/Organized Presentations:**

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

### **Addressing the Board & Acknowledgement by Chairman:**

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.