

**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
- E. Torres Martinez Desert Cahuilla Indians

REVISED December 2003

(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

JUNE 2, 1993

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 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

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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

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

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the continued reproduction of fish in the Salton Sea.

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

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Salton Sea; and

- 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 Coachella Valley Water District in the manner of exercising such powers, as required by Government Code Section 6509.

JUNE 2, 1993

## 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 depicted on Exhibit "A". The boundaries of such geographical area may be amended by the PARTIES.

REVISED DECEMBER 2003

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 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.

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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 State Secretary of Resources
  - E. California Department of Fish and Game (CDFG)

REVISED December 2003

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 draw all warrants to pay demands against the Authority approved by the Board.

REVISED May 2001

- 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

### BYLAWS

JUNE 2, 1993

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

### 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.

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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

### LIABILITIES & INDEMNITY

#### 11.1 Liabilities.

The debt, liabilities, and obligations of the Authority shall be the debts, liabilities, and obligations of the Authority alone and not of the parties to this Agreement to the extent permissible under Government Code section 895.2.

REVISED FEBRUARY 1999

#### 11.2 Indemnity.

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Each party hereto agrees to indemnify and hold the other parties harmless from any liability imposed on the other parties 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 Agreement. Where the Board of Directors itself or its agents or employees are held liable for injuries to persons or property, each party's liability for contribution or indemnity for such injuries, if any, shall be based 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 or 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 or 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.

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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 provision of such payment shall have been made in accordance with the resolution of the Authority 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.

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:     AUG    4    1993    

RIVERSIDE COUNTY

By Patricia A. Larson  
Patricia Larson, Chairman  
Board of Supervisors

ATTEST:

Lynold A. Maloney  
Secretary to the Board

(SEAL)

Dated:     9-7-93    

IMPERIAL COUNTY

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

ATTEST:

Linda K. Weaver  
Linda K. Weaver, Clerk of the Board

(SEAL)



Dated: August 16, 1993

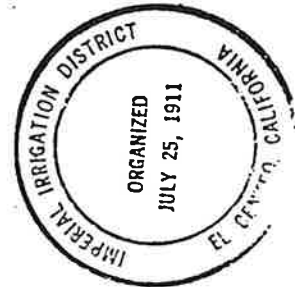
IMPERIAL IRRIGATION DISTRICT

By *Lloyd Allen*  
Lloyd Allen, President  
Board of Directors

ATTEST:

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

(SEAL)



Dated: August 12, 1993

COACHELLA VALLEY WATER DISTRICT

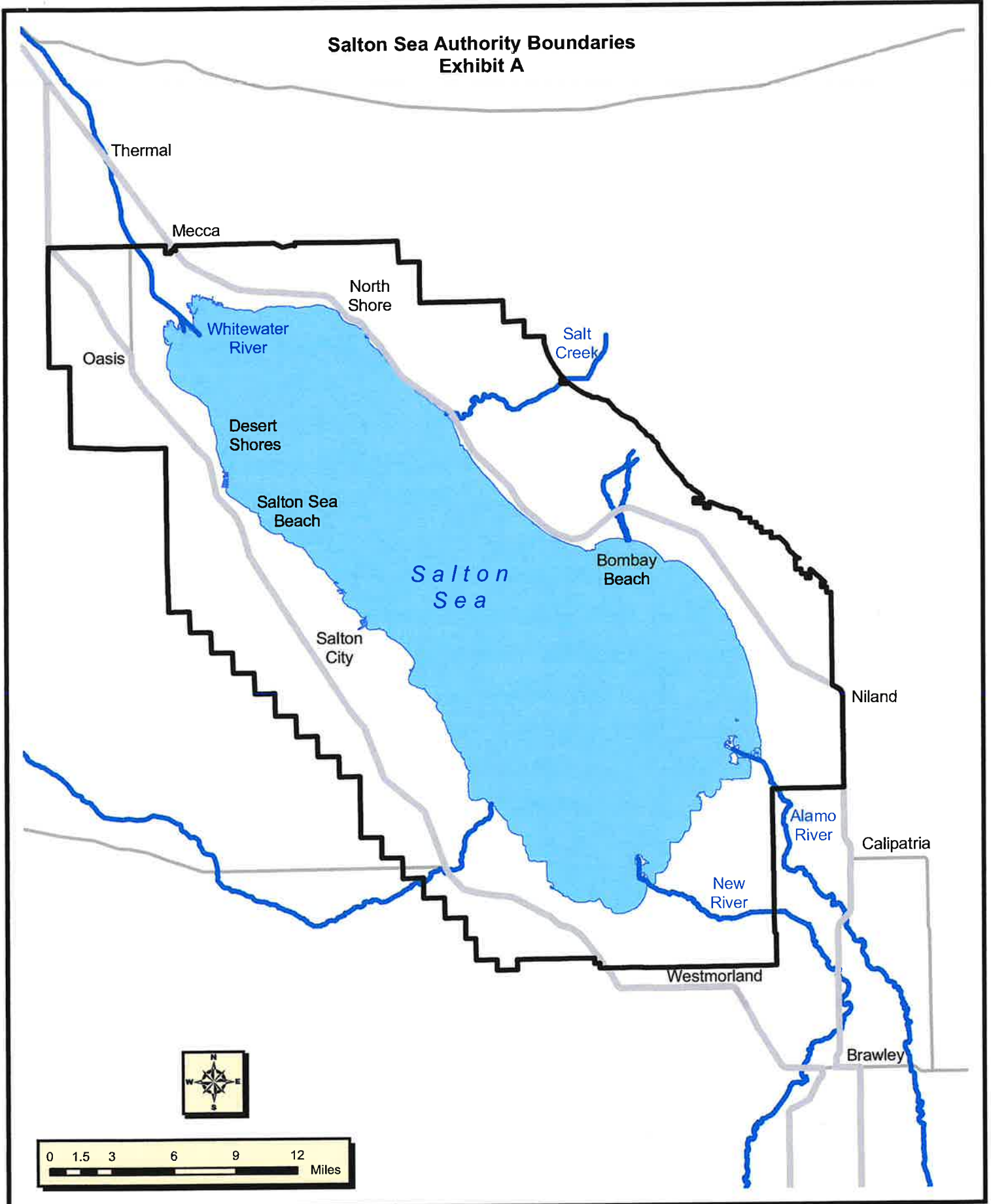
By *Tellis Codekas*  
Tellis Codekas, President  
Board of Directors

ATTEST:

*Bernardine Sutto*  
Secretary to the Board

(SEAL)

# Salton Sea Authority Boundaries Exhibit A





ADDENDUM TO THE JOINT POWERS AGREEMENT  
CREATING THE SALTON SEA AUTHORITY  
TO INCLUDE THE TORRES-MARTINEZ  
DESERT CAHUILLA INDIANS AS A MEMBER

This Addendum to the Joint Powers Agreement creating the Salton Sea Authority is made and entered into by and between the following governmental entities:

- A. County of Imperial;
- B. County of Riverside;
- C. Coachella Valley Water District;
- D. Imperial Irrigation District; and
- E. Torres-Martinez Desert Cahuilla Indians.

(The above are individually and collectively referred to herein as the "Party", "Parties", "Member", "Members", "Member Agency" or "Member Agencies").

PREAMBLE

WHEREAS, in 1993, the Salton Sea Authority ("Authority") was created by the adoption of a Joint Powers Agreement ("JPA") by the County of Imperial, County of Riverside, Coachella Valley Water District, and Imperial Irrigation District (collectively "Original Members"); and

WHEREAS, the Original Members created the Authority 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, economic development potential, and other beneficial uses of the Salton Sea, recognizing the importance of the Salton Sea for the continuation of the dynamic agricultural economy in Imperial and Riverside Counties; and

WHEREAS, the Torres-Martinez Desert Cahuilla Indians ("Tribe") is a tribal entity recognized by the United States as a sovereign dependent nation, which owns land lying under and adjacent to the Salton Sea and within the boundaries of the Salton Sea Authority. The Tribe has undertaken and intends to continue to undertake environmental restoration projects in and adjacent to the Salton Sea within the boundaries of the Salton Sea Authority; and

WHEREAS, participation of the Tribe in the Salton Sea Authority will facilitate coordination of environmental restoration activities related to the Salton Sea; and

WHEREAS, the State of California enacted *Government Code* §6530, effective January 1, 2002, authorizing participation of Tribe in the Salton Sea Authority; and

WHEREAS, Tribe shall be considered a public agency with respect to the JPA, only for the purposes of this joint exercise of powers pursuant to Articles I and II, Chapter 5, Division 7, Title 1 (commencing with section 6500) of the California Government Code; and

WHEREAS, Original Members and Tribe desire to amend the Salton Sea Authority's JPA to provide for the addition of the Tribe as an additional member and as a full member; and

WHEREAS, Section 10.1 of the JPA authorizes the admission to the Authority by execution of a written addendum to the JPA, signed by all of the parties, including the additional party; and

WHEREAS, Section 3.2 of the JPA provides that upon the addition of an additional member to the JPA, 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.

NOW, THEREFOR, 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:

#### SECTION I

##### FULL MEMBERSHIP OF TRIBE

Effective January 1, 2002, Tribe shall be a Member Agency of the Authority with all powers and responsibilities enumerated in the JPA, as modified by this Addendum. This Addendum is intended to both amend the JPA with respect to Tribal participation and to fulfill the requirement of Section 3.2 of the JPA with respect to Tribal obligations.

#### SECTION II

##### TRIBAL RIGHTS, REPRESENTATION AND VOTES

Tribe shall have rights under the JPA equal to those of the Original Members, including the right under Section 4.2 to two (2) votes, and to designate two (2) members to the Authority's Board of Directors, each of which members shall have the right to cast the Tribe's two (2) votes in the absence of the other Tribal member. The Tribe shall no longer be considered an ex-officio member pursuant to Section 4.3(f) of the JPA.

#### SECTION III

##### AUTHORITY POWERS LIMITED ON TRIBAL LAND

The Authority's powers enumerated in Section 2.1 of the JPA shall be exercised on and with respect to Tribal trust property only upon the consent of the Tribe and the Secretary of the Interior of the United States. Consistent with Section 2.3 of the JPA, the Authority shall not exercise the land use powers presently held by the Tribe with respect to Tribal trust property.

#### SECTION IV

##### TRIBAL OBLIGATIONS FOR CONTRIBUTIONS TOWARDS PAST OR PRESENT AUTHORITY EXPENDITURES

With respect to Section 3.2 of the JPA, the Tribe shall not have any obligation for contributions towards past or present Authority expenditures, unless expressly agreed to by the Tribe.

#### SECTION V

##### TRIBAL SOVEREIGN IMMUNITY

5.1 This Addendum, the JPA, and the Authority's Bylaws are not to be construed as affecting, modifying, diminishing, or otherwise impairing the sovereign immunity from suit enjoyed by the Tribe.

Nothing in the Addendum, JPA or Bylaws authorizes or requires the termination of any existing trust responsibility of the United States with respect to the Tribe. The Tribe waives its sovereign immunity for the limited purpose of the enforcement or confirmation of an arbitration award established pursuant to Article XIII of the JPA, except that the Tribe does not waive its sovereign immunity to any intentional or negligent or wrongful acts or omissions or other conduct sounding in tort arising out of the performance of the Addendum, JPA or Bylaws, or any activities undertaken pursuant thereto. The Tribe does not waive its sovereign immunity to any action beyond those arising in relation to the interpretation of the Bylaws, this Addendum, or the JPA. The Tribe does not waive any aspect of its sovereign immunity with respect to actions by non-parties to this Agreement.

5.2 Any policy of insurance for the Tribe shall contain a provision that the insurance carrier shall waive any right it may have to raise as a defense the sovereign immunity of an Indian tribe from suit, but that such waiver shall extend only to claims in the amount and nature of which are within the coverage and limits of the policy and it shall not authorize or empower such insurance carrier to waive or otherwise limit the Tribe's sovereign immunity outside and beyond the coverage or limits of the insurance policy approved by the Tribe. No waiver of sovereign immunity of the Tribe shall be given in regard to any potential liability for interest prior to judgment or for punitive damages or for any other limitations on liability imposed by the laws of State of California.

5.3 Notwithstanding the provisions of Section 15.5 of the JPA, a finding that any provision regarding the preservation of tribal sovereign immunity is invalid, unenforceable, void or voidable shall render the remaining terms, provisions, covenants and conditions of this Addendum, the JPA and the Bylaws unenforceable against the Tribe.

#### SECTION VI

#### TRIBAL PROCEDURES

To the extent that this Agreement, or the Bylaws, require appointments, ratifications, approvals, or other actions by the member agencies, the Tribe, in its sole discretion, shall determine the procedures it shall use to accomplish such actions.

#### SECTION VII.

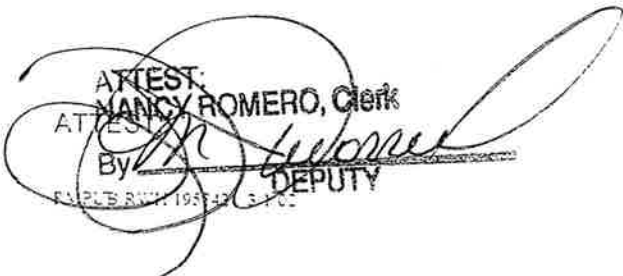
#### ADOPTION BY AUTHORITY MEMBERS AND TRIBE

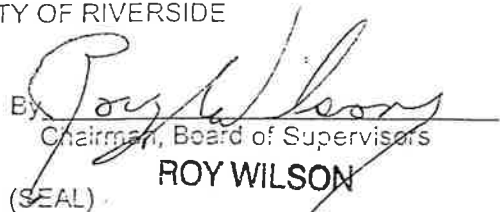
This Addendum shall become effective upon formal approval by the governing bodies of the Authority, Original Members, and Tribe.

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

Dated: JAN 27 2004

COUNTY OF RIVERSIDE


ATTEST:  
NANCY ROMERO, Clerk  
ATTEST:  
By   
DEPUTY  
FEB 13 2004 10:57 AM 3-1-04

By   
Chairman, Board of Supervisors  
ROY WILSON  
(SEAL)

JAN 27 2004 3.45

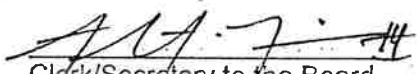
Dated: 02-03-04

COUNTY OF IMPERIAL

By   
Chairman, Board of Supervisors

ATTEST:

(SEAL)

  
Clerk/Secretary to the Board

Dated:

TORRES-MARTINEZ DESERT  
CAHUILLA INDIANS

By \_\_\_\_\_  
Chairman

ATTEST:

(SEAL)

\_\_\_\_\_  
Secretary to Tribal Council

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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

COUNTY OF IMPERIAL

By \_\_\_\_\_  
Chairman, Board of Supervisors

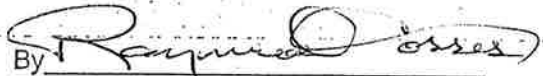
ATTEST:

(SEAL)

\_\_\_\_\_  
Clerk/Secretary to the Board

Dated:

TORRES-MARTINEZ DESERT  
CAHUILLA INDIANS

By   
Chairman

ATTEST:

(SEAL)

  
Secretary to Tribal Council

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Dated:

SALTON SEA AUTHORITY

By \_\_\_\_\_  
President, Board of Directors

ATTEST:

(SEAL)

\_\_\_\_\_  
Secretary to the Board

Dated:

COACHELLA VALLEY WATER DISTRICT

By John W. McFalls  
President, Board of Directors

ATTEST:

(SEAL)

Julia Fernandez  
Secretary to the Board

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Dated: 1-27-04

IMPERIAL IRRIGATION DISTRICT

By *[Signature]*  
President, Board of Directors

ATTEST:

*Gloria A Rivera*  
Secretary to the Board

(SEAL)



RESOLUTION OF THE BOARD OF DIRECTORS OF  
COACHELLA VALLEY WATER DISTRICT

RESOLUTION NO. 2004-38

1 BE IT RESOLVED by the Board of Directors of the Coachella Valley Water District  
2 assembled in regular meeting this 27<sup>th</sup> day of January, 2004, that the President and Secretary are  
3 hereby authorized to execute on behalf of this District, the Addendum to the Joint Powers  
4 Agreement Creating the Salton Sea Authority to Change the Boundaries of the Salton Sea  
5 Authority's Jurisdiction; and


6 BE IT FURTHER RESOLVED that the President and Secretary are hereby authorized to  
7 execute on behalf of this District, the Addendum to the Joint Powers Agreement Creating the  
8 Salton Sea Authority to include the Torres-Martinez Desert Cahuilla Indians as a Member.

9 \*\*\*\*\*

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11  
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13  
14 STATE OF CALIFORNIA )  
15 COACHELLA VALLEY WATER DISTRICT ) ss.  
OFFICE OF THE SECRETARY )

16 I, JULIA FERNANDEZ, Secretary of the Board of Directors of the Coachella Valley  
17 Water District, DO HEREBY CERTIFY that the foregoing is a full, true and correct copy of  
18 Resolution No. 2004-38 adopted by the Board of Directors of said District at a regular meeting  
19 thereof duly held and convened on the 27<sup>th</sup> day of January, 2004, at which meeting a quorum of  
20 said Board was present and acting throughout.

21 Dated this 27<sup>th</sup> day of January, 2004.

22  
23   
24 Secretary of the Coachella Valley  
Water District and of the Board  
Directors thereof

25 (SEAL)

26

27



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



**FROM:** Supervisor Roy Wilson  
Supervisor Marion Ashley

**SUBMITTAL DATE:** January 27, 2004

**SUBJECT:** Supporting the Salton Sea Authority Joint Powers Authority Amendments

**RECOMMENDED MOTION:**

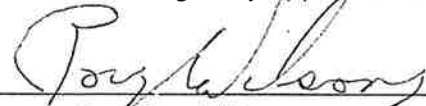
That the Board of Supervisors approve the following amendments to the Joint Powers of Authority of the Salton Sea Authority:


1. Authorize the addition of the Torres Martinez Tribe as a full member of the Salton Sea Authority; and
2. Authorize an expansion of the Salton Sea Authority boundaries as described on the attached map.

**BACKGROUND:** The Salton Sea Board is currently constituted of representatives from Riverside County, Imperial County, Coachella Valley Water District, as well as Imperial Irrigation District. This Authority has the principal responsibility for the improvement and restoration of the Salton Sea. The operation of the Salton Sea Authority had made the need for certain changes apparent. The first is an expansion of the number of governmental agencies involved. The Torres Martinez Tribe is an obvious and valued stakeholder in the Salton Sea Authority area. State legislation in 2002 was passed to allow the Tribe to participate as a full member of the Salton Sea Authority. The attached Amendment No. 1 allows the Tribe to participate as a member in a similar way to the other agencies. (Some adjustments were necessary to maintain Tribal sovereignty.)

Secondly, the land boundaries of the Salton Sea Authority are being recommended for expansion to allow for a roughly five-mile radius around the Sea. This expansion should allow for a more successful formation of an Infrastructure Finance District to allow restoration funds when desired. The proposed boundaries are shown on Attachment No. 2. Generally, the boundaries are to remain unchanged in the southern half of the Sea because they are already near the five-mile mark and there are limited views of the Sea and other constraints. The proposed boundaries follow the Coachella Valley Water District boundary in the northeast area. A small notch in the north reflects the exclusion of the Riverside County Project Area in Mecca.

These proposed changes should allow the Salton Sea Authority to continue its leadership role and provide the necessary resources for this critical effort. Board consideration and approval of these amendments is greatly appreciated.

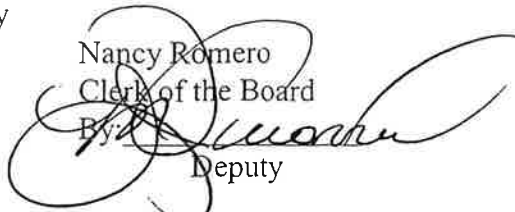
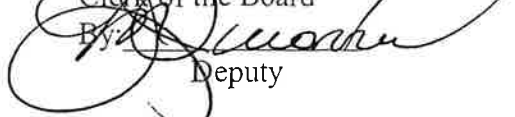
  
Supervisor Roy Wilson

  
Supervisor Marion Ashley

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, seconded by Supervisor Venable and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Venable, Wilson and Ashley  
Noes: None  
Absent: None  
Date: January 27, 2004  
xc: Supv., Wilson, Supv. Ashley, JPA, COB (2)

  
Nancy Romero  
Clerk of the Board  
By   
Deputy

Prev. Agn. Ref.: 3.8 of 10/28/03

Dist. 4

AGENDA NO.

**ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD**

**3 45**

# OFFICIAL PROCEEDINGS

## SALTON SEA AUTHORITY BOARD OF DIRECTORS MEETING

December 18, 2003

of the sea, slope, distance from major highways, land ownership, distance from Sea and available utilities.

The TAC recommended the expanded boundary changes of a 5-mile line from the Sea with the exclusion of federal property and property in San Diego County, following established property lines.

*A motion was made by Marion Ashley and seconded by Corky Larson to approve the Authority's boundary changes of a 5-mile line from the Sea with the exclusion of federal property and property in San Diego County, following established property lines. Gary Wyatt opposed the motion for himself and Wally Leimgruber who was absent. The motion carried.*

### 7. TORRES MARTINEZ TRIBE MEMBERSHIP

Legislation, authored by Senator Dave Kelley, was passed January 1, 2002 to allow the Torres Martinez Tribe to be a full member of the Authority. The Tribe is concerned that joining a JPA could affect its sovereign immunity. Attorneys for the Authority and Tribe have written an addendum whereby the Tribe can't be held responsible for any Authority liabilities without Tribal consent. The Addendum has been submitted by legal counsel to each agency's legal counsel with no technical or legal issues raised.

Corky Larson asked for clarification that people on the Authority's Board of Directors be elected official, as opposed to staff.

*A motion was made by Marion Ashley and seconded by Roy Wilson to approve the revised Addendum to the Joint Powers Agreement and direct staff to submit the revised Addendum to the Joint Powers Agreement to the member agencies and the Tribe for their review and approval. There were no objections. The motion carried.*

### 8. UPDATE ON RESTORATION PLANNING

Bill Brownlie, Tetra Tech, updated the Board on the geotechnical program. The sampling was completed on October 21<sup>st</sup>, the lab analysis is 95% complete, and currently the draft report is in internal review awaiting comments and the final lab results.

Tom Kirk spoke on the post-QSA environment. The Authority has been meeting with the Bureau of Reclamation and the Department of Water Resources regarding a joint work program. The State has not responded yet to suggestions for proceeding jointly.

### 9. SALTON SEA STATE PARK – UPDATE / INFORMATION

Roland Gaebert, Salton Sea State Park, spoke on the State Park visitors, fishing, volunteers, and the new

# **SALTON SEA AUTHORITY**

## **BYLAWS**

### PREAMBLE

The Salton Sea Authority (hereinafter referred to as the "Authority") is a Joint Powers Agency created 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 other beneficial uses, recognizing the importance of the Salton Sea for the continuation of the dynamic agricultural economy in Imperial and Riverside Counties.

### ARTICLE I

#### FUNCTIONS

- 1.1 The functions of this Authority are to undertake projects, singularly or in cooperation with other agencies. These projects may relate to:
- A. surface elevation of the Salton Sea;
  - B. salinity of the Salton Sea;
  - C. fish and wildlife of the Salton Sea;
  - D. public recreation facilities and opportunities;
  - E. protection and enhancement of water quality in the Salton Sea;

- F. reduction or elimination of threats to public health, safety and welfare;
- G. conservation of water;
- H. encouragement of compatible planning and development adjacent to and in proximity of the Salton Sea;
- I. establishment of on-going maintenance and operations programs to accomplish the purposes of the Authority;
- J. management of by-products resulting from projects undertaken by the authority, including the beneficial reuse of these by-products; and
- K. acquisition of sufficient revenues to retire debt and to fulfill the financial obligations of the Authority.

## ARTICLE II

### MEMBERSHIP

#### 2.1 Members and Voting

The following shall be MEMBERS of the Authority:

- A. County of Imperial
- B. County of Riverside
- C. Coachella Valley Water District
- D. Imperial Irrigation District
- E. Torres Martinez Desert Cahuilla Indians ("Tribe") Revised December 2003

Each MEMBER AGENCY shall have two votes, which may be cast by one person.

## 2.2 Ex-Officio Members

In order to assist in coordinating the duties and 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)
- E. California State Secretary of Resources
- F. California Department of Fish and Game (CDFG)

Revised December 2003

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

2.3 Each appointee to the Board of Directors shall serve at the pleasure of the appointing MEMBER AGENCY.

## ARTICLE III

### ADMINISTRATION

3.1 Officers: The officers of the Authority shall consist of the President, Vice-President Secretary, and Treasurer, each of whom shall be selected from the voting members of the Board of Directors

- 3.2 Term of Office: The term for all officers shall be one (1) year.
- 3.3 Election of Officers: The Authority shall elect by a majority vote of the Board of Directors its officers at its last meeting of the fiscal year, and at such other times as there may be a vacancy in any office.
- 3.4 Rotation of Officers: It shall be a policy of the Board to encourage rotation of the offices among the Board members.
- 3.5 Removal of Officers: Officers may be removed by a majority vote of the Board. Voting on removal shall take place no sooner than at the next regular meeting following the meeting at which a motion to remove officers was introduced.
- 3.6 Duties of Officers:
- A. Duties of the President: The President shall, if present, preside at all meetings of the Authority and exercise and perform such other powers and duties as may be from time to time assigned to the President by the Authority or provided herein. In any case in which the execution of a document or the performance of an act is directed, the President, unless an act of the Authority otherwise provides, is empowered and directed to execute such document or perform such act.

- B. Duties of Vice President: The Vice President shall perform the duties of the President in his or her absence and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.
- C. Duties of the Treasurer: The Treasurer shall be the depository of funds and have custody of all funds of the Authority from whatever source. The Treasurer shall comply with all duties imposed under California Government Code, Section 6500 et seq.
- D. Duties of the Controller: The Controller of the Authority shall draw warrants or check warrants against the funds of the Authority in the Treasury when the demands are approved by the Board of Directors or such other persons as may be specifically designated by the Bylaws. The Controller shall comply with all duties imposed under California Government Code Section 6500 et seq.
- E. Duties of the Secretary: The Secretary of the Authority shall be responsible for all records of the Authority, including, but not limited to minutes of meetings, membership and mailing lists, and legal documents.

3.7 The Board of Directors shall have the power to appoint such additional officers as may be appropriate, including a Controller consistent with Government Code Section 6505.5.

- 3.8 Each and all of the said officers shall serve at the pleasure of the Board and shall perform such duties and shall have such powers as the Board may, from time to time, determine.

#### ARTICLE IV

#### CONDUCT OF MEETINGS

- 4.1 Agenda: Matters to be placed on the agenda for any regular meeting may be filed with the President of the Authority. The agenda for each regular meeting shall be prepared by the President. The agenda shall be prepared pursuant to the provisions of the Ralph M. Brown Act as set forth in California Government Code, Sections 54950 et seq.
- 4.2 Regular Meetings. The Board shall from time to time adopt resolutions that provide for the day, time and place of holding its regular meetings, which place shall be within Imperial or Riverside Counties.
- 4.3 Special Meetings: Special meetings may be called at the request of the President of the Board or a majority of the Board of Directors. Notice of all special meetings shall be provided pursuant to the provisions of the Ralph M. Brown Act as set forth in California Code Sections 54950 et seq.



- 4.4 Ralph M. Brown Act: The meetings of the Board of Directors shall be open to the public and shall be held and conducted in accordance with the provisions of the Ralph M. Brown Act as set forth in the California Government Code Sections 54950, et seq.
- 4.5 Minutes: The Secretary of the Authority shall cause to be kept the minutes of all Board meetings and shall cause a copy of these minutes, along with copies of all ordinances and resolutions enacted to be forwarded to each of the PARTIES hereto.
- 4.6 Quorum: A majority of votes of the PARTIES shall constitute a quorum for the transaction of business.
- 4.7 Actions of the Board: Except as otherwise provided herein or in the Joint Powers Agreement, all actions of the Board shall be passed upon the affirmative majority vote of the Board of Directors of a quorum of the Board of Directors. Formal action, other than appointment of a committee or subcommittee will not ordinarily be taken with respect to any matter not included on the agenda unless a majority of the voting members of the Authority present at the meeting consent to such consideration.

- 4.8 Committee of the Whole: At any regular meeting not held because of a lack of a quorum, members present, if less than a quorum of the Authority, may constitute themselves as a "Committee of the Whole," for purposes of discussing agenda matters or any other matter of interest to the members present. The Committee once constituted shall not take action. The committee shall automatically cease to exist if a quorum of the Authority is present at the meeting.
- 4.9 Motions. Voting members only may make and second motions.
- 4.10 Amendments: A two thirds (2/3) vote of the Board of Directors is required to adopt an amendment to these Bylaws. All proposed Bylaw Amendments shall be mailed to member agencies at least 30 days prior to the meeting where the amendments are to be considered.
- 4.11 Compensation: Board members may be compensated pursuant to Board of Directors policy.

## ARTICLE V

### BUSINESS OFFICE AND STAFF

- 5.1 Subject to the provisions of paragraph 5.2 below, the Authority's business office shall initially be located at the offices of the County of Imperial.

5.2 The Board of Directors may, from time to time, change the location of the Authority's business office and/or utilize the secretarial, clerical and administrative services of other MEMBER AGENCIES, with the appropriate reimbursement for the same, or employ its own personnel to provide such services.

## ARTICLE VI

### GENERAL ADMINISTRATIVE BUDGET

6.1 As soon as possible after the formation of the Authority, at the first meeting of the Board of Directors and annually in the month of May, a general administrative budget shall be adopted by the Board of Directors. The budget shall be prepared in sufficient detail to constitute an operating outline for contributions made by the PARTIES, Federal and State government and fees, charges or assessments and expenditures to be made during the ensuing year for operation, administration, projects, programs, planning, study, debt service (if any) and reserves. The budget shall be adopted by the Board of Directors, subject to ratification by the MEMBER AGENCIES. Until such time as the ratification process has been completed, the budget shall constitute a proposed budget.

6.2 Each annual budget shall provide for pro-rata contributions by each participating MEMBER AGENCY, except the Tribe, to be established by the Board of Directors of

the Authority. The contribution of the Tribe shall be agreed upon by the Authority and the Tribe. The initial pro-ration of the budget shall be twenty-five (25) percent of each MEMBER AGENCY after federal or state contributions are deducted.

- 6.3 The contribution from each MEMBER of the Authority specified in any budget shall be due, payable and delivered to the Authority within 60 days after receipt of a billing therefore from the Authority or as soon thereafter as a warrant can issue in the normal course of a MEMBER's business. To the extent permitted by State law, unpaid, past due contributions shall bear interest at the legal rate of interest from the date due to the date paid.

## ARTICLE VII

### SPECIFIC PROJECTS

- 7.1 For matters not deemed to be of general benefit to all PARTIES (Article VII, above), 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

### ACCOUNTING

- 8.1 The fiscal year of the Authority shall be from July 1 to June 30, following.
- 8.2 Full books and accounts shall be maintained for and by the Authority in accordance with practices established by or consistent with those utilized by the Controller of the State of California for like public agencies. In particular, the Treasurer of the Authority shall comply strictly with the requirements of the statutes governing joint power agencies, Chapter 5, Division 7, Title 1 of the Government Code, commencing with Section 6500, including verifying and reporting, in writing, on the first day of January, April, July, and October of each year to the Authority and to the contracting parties to the agreement the amount of money the Treasurer holds for the Authority, the amount of receipts since the Treasurer's last report, and the amount paid out since the Treasurer's last report.

- 8.3 The records and accounts of the Authority shall be audited annually by an independent certified public accountant and copies of each such audit report shall be filed with the Auditor-Controller of the County of Imperial, County of Riverside, State Controller and each MEMBER of the Authority no later than 15 days after receipt of the audit by the Board of Directors.
- 8.4 Each MEMBER AGENCY shall have the right to audit the records and accounts of the Authority, the cost and expense of which shall be borne by the MEMBER AGENCY seeking such audit.

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

## DISPUTE RESOLUTION

10.1 Any controversy or claim between any two or more parties to the Joint Powers Agreement, or between any such party of 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 resolved through mediation or other consensus building, shall be submitted to and determined by arbitration. Mediation (or other consensus building process) shall be given, at minimum, thirty (30) days to resolve differences prior to arbitration being implemented. 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 XI

### NOTICES

- 11.1 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.
- 11.2 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 XII

### EFFECTIVE DATE

- 12.1 These Bylaws go into effect immediately upon the effective date of the Joint Powers Agreement Creating the Salton Sea Authority.

Bylaws adopted by the Salton Sea Authority on June 30, 1993.

December 2016 update approved by Salton Sea Authority on December 15, 2016.

December 2016

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