

**MEMORANDUM OF UNDERSTANDING**  
**FOR EXCHANGE OF PRINCIPAL COUNTY**  
**STATUS FOR THE ANNEXATION OF THE SALTON CITY LANDFILL TO THE**  
**COACHELLA VALLEY WATER DISTRICT BETWEEN**  
**IMPERIAL COUNTY LOCAL AGENCY FORMATION COMMISSION**  
**AND**  
**RIVERSIDE COUNTY LOCAL AGENCY FORMATION COMMISSION**

This MEMORANDUM OF UNDERSTANDING (MOU) IS MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ **2021** BY AND BETWEEN THE IMPERIAL COUNTY LOCAL AGENCY FORMATION COMMISSION (hereinafter ICLAFCO) and RIVERSIDE COUNTY LOCAL AGENCY FORMATION COMMISSION (hereinafter RCLAFCO).

**RECITALS**

The following recitals are a substantive part of this MOU:

1. In January 2006 in the Third Appellate District of the Court of Appeal for the State of California, a decision was rendered, identified commonly as the "Truckee Decision," which applied the California Government Code Section 56066 definition of "principal county" to determinations for spheres of influence under the provision of Government Code Section 56425 et seq.
2. Principal County is defined in the California Government Code at Section 56066 which reads as follows: "Principal County" means the county having all or the greater portion of the entire assessed value, as shown on the last equalized assessment roll of the county or counties, of all taxable property within a district or districts for which a change of organization or reorganization is proposed."
3. Government Code Section 56123 and 56124 allow for the transfer of exclusive jurisdiction from the principal county to the affected county LAFCO if all of the following determinations are made:
  - a. The commission of the principal county approves of having exclusive jurisdiction vested in another affected county;
  - b. The commission of the principal county designates the affected county to assume exclusive jurisdiction; and,
  - c. The commission of the affected county so designated agrees to assume exclusive jurisdiction.
4. It has been the practice that the county within which the territory is situated would be the county determining the sphere of influence, having the knowledge of underlying service providers, affected agencies within and surrounding the entity within the affected county, and understanding the development standards and vision within the affected county. This memorandum of understanding is intended to set forth these prior understandings in a formal manner and to identify that, as allowed by Government Code Section 56375(q), the LAFCOs have agreed to transfer authority for processing the annexation (Riverside LAFCO 2020-11-4 & 2020-12-4).

5. This MOU between ICLAFCO and RCLAFCO is to establish the terms and conditions for the vesting of exclusive jurisdiction in the matter of the annexation (Riverside LAFCO 2020-11-4 & 2020-12-4) determinations to the Commission of the affected county from the Commission of the principal county.

6. This MOU between ICLAFCO and RCLAFCO will not affect or be affected by any consideration of changes to the boundary line between the County of Imperial and the County of Riverside. Such boundary changes are processed pursuant to Article 4, Chapter 2, Division 1 of Title 3 of the Government Code (Section 23200 et seq.) and are within the sole jurisdiction of the Board of Supervisors of the affected counties.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS AND PROMISES CONTAINED HEREIN, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Annexation Transfer Determinations:

- a. ICLAFCO acting as principal County does hereby approve the transfer of exclusive jurisdiction to RCLAFCO.
- b. This MOU identifies that the transfers shall be to the affected county within which the territory considered for annexation and,
- c. Acting as the affected County, RCLAFCO agree to assume the exclusive jurisdiction for the annexation determinations within their respective county territory.

2. Term of MOU

The term of this MOU shall commence upon execution of this agreement by both LAFCOs and shall remain in effect until specific action is taken to rescind it in its entirety or to modify the MOU. This MOU constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and is executed without reliance upon any representations or promises not contained herein.

3. Responsibilities for complying with transfer of exclusive jurisdiction:

Each LAFCO shall advise applicant(s) seeking the annexation in the adjacent county of a special district for which they are designated "principal county" that the applicant(s) shall submit said request to the affected county LAFCO. The application requirements, including fees and processing costs, of the LAFCO vested with exclusive jurisdiction shall apply. The LAFCO with exclusive jurisdiction shall include the principal county LAFCO in all notices, provision of staff reports and resolutions related to the sphere of influence consideration process. Nothing in this MOU shall be construed to limit in any way the provision of State Law governing the consideration process for an annexation.

4. Compliance with Government Code Section 56430:

The policies and procedures of the LAFCO vested with exclusive jurisdiction by this MOU shall apply to the processing of the annexation with regard to Government Code Section 56430. Nothing in this section would preclude the LAFCO vested with jurisdiction from using the service review data and/ or determinations prepared by the principal LAFCO for the affected agency.

5. Modification

This MOU constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This MOU may be modified only by subsequent mutual written agreement executed by ICLAFCO and RCLAFCO and will not be effective until signed by all parties.

6. Termination

This MOU may be terminated by either party by giving a 60-day notice in writing following action of the requesting Commission.

7. California Law

This MOU shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the Superior Court of the affected County. The MOU shall be construed as though jointly drafted by the Parties with the assistance of independent legal counsel.

8. Indemnification

ICLAFCO and RCLAFCO each agree to indemnify, defend at their own expense, including attorney's fees, and hold each other harmless from and against all claims, costs, penalties, causes of action, demands, losses and liability of any nature, whatsoever, including but not limited to liability for bodily injury, sickness, disease or death, property damage (including loss of use) or violation of law, caused by or arising out of or related to any negligent act or willful misconduct of that party, its officers or employees or any other agent acting pursuant to its control and performing under this agreement.

9. Notices All notices shall be personally delivered or mailed, via first-class mail to the below listed addresses:

(a) Imperial Local Agency Formation Commission  
1122 W. State St, Suite D  
El Centro, CA  
Attn: Jurg Heuberger, Executive Officer

(b) Riverside Local Agency Formation Commission  
6216 Brockton Ave., Suite 111-B  
Riverside, CA 92506  
Attn: Gary Thompson, Executive Officer

10. Preservation of Agreement

Should a provision of this MOU be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

IN WITNESS WHEREOF, these parties have executed this Agreement on the day and year shown above.

APPROVED AS TO FORM:

IMPERIAL COUNTY LOCAL AGENCY  
FORMATION COMMISSION:

\_\_\_\_\_  
General Counsel,  
Imperial Local Agency  
Formation Commission

By: \_\_\_\_\_  
MICHAEL KELLEY  
CHAIR

APPROVED AS TO FORM:

RIVERSIDE COUNTY LOCAL AGENCY  
FORMATION COMMISSION:

\_\_\_\_\_  
General Counsel,  
Riverside Local Agency  
Formation Commission

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