



Salton Sea Authority Board of Directors Meeting

Thursday, December 7, 2017
10:00 a.m.

Coachella Valley Water District
Steve Robbins Administration Building
75515 Hovley Lane East
Palm Desert, CA 92260
(760) 398-2651



AGENDA: BOARD OF DIRECTORS MEETING
DATE: Thursday, December 7, 2017
10:00 a.m.
LOCATION: Coachella Valley Water District
Steve Robbins Administration Building
75515 Hovley Lane East
Palm Desert, CA 92260
(760) 398-2651

I. CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

II. BOARD MEMBER COMMENTS

This is the time set aside for any Board Member to ask questions or address any issue posed by a member of the public.

III. PUBLIC COMMENTS

*Any member of the public may address and ask questions of the Board relating to any matter within the Authority's jurisdiction. **This Public Comments time is reserved for matters not already on the agenda. The law prohibits members of the Board from taking action on matters not on the agenda.***

Citizens are invited to speak on any item listed in the agenda upon presentation of that item.

Remarks shall be limited to a maximum of three (3) minutes unless additional time is authorized by the Board.

IV. CONSENT CALENDAR – Receive, Approve, and File

- A. Minutes of October 26, 2017
- B. Warrant Register Ratification for September 2017
- C. Warrant Register Ratification for October 2017
- D. Internal Financial Report for: 07/01/17 – 10/31/17
- E. Resolution Designating Authorized Signatories for Rabobank Accounts
- F. Approve transition of payroll processing of SSA staff Phillip Johnson and Lisa Bravata from private agency payroll processing to County payroll system (net savings to SSA on overhead combined with improved compensation to staff)
- G. Approval of 2018 Board Meeting Schedule

V. ACTION ITEMS

- A. Consider adoption of draft SSA Legislative Platform for 2018

VI. DISCUSSION ITEM

- A. State Water Board - Notice of Wastewater Change Petition WW0093

VII. REPORTS

- A. General Manager's Report on Activities – (Phil Rosentrater, GM/Executive Director, Salton Sea Authority)
- B. Legislative Update – (Phillip Johnson, Assistant Executive Director, Salton Sea Authority)
- C. Standing Report
1. FEDERAL: US Bureau of Reclamation – (KayLee, Planner - Water Resources, Engineering Services Office)
 2. STATE: Salton Sea Management Program – (Bruce Wilcox, Assistant Secretary for Salton Sea Policy)
- D. Salton Sea State Recreation Area Update on Activities – (Kelly Claar, Salton Sea Sector Superintendent)
- E. Salton Sea Action Committee – (Juan DeLara, President)

VIII. ADJOURNMENT

NEXT MEETING TIME & LOCATION:

Thursday, January 25, 2018

10:00 a.m.

Imperial Irrigation District

Bill Condit Auditorium

1285 Broadway Avenue

El Centro, CA 92243

(760) 482-9618

Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection in the lobby at the front desk of the County Law Building located at 82995 Highway 111, Indio, CA 92201.



OFFICIAL PROCEEDINGS

SALTON SEA AUTHORITY

BOARD OF DIRECTORS MEETING

October 26, 2017

I. CALL TO ORDER

The regularly scheduled meeting of the Salton Sea Authority (“Authority” or “SSA”) Board of Directors (“Board”) was called to order by Patrick O’Dowd, President, at 10:02 a.m., October 26, 2017, at the Imperial Irrigation District, Bill Condit Auditorium, 1285 Broadway Avenue, El Centro, CA 92243, (760) 760-482-9618.

PLEDGE OF ALLEGIANCE

Chairman O’Dowd led the Pledge of Allegiance.

ROLL CALL:

DIRECTORS PRESENT

G. Patrick O’Dowd, President
Cástulo R. Estrada, Treasurer
John Renison, Director
Altrena Santillanes, Director
V. Manuel Perez, Director *
Erik J. Ortega, Director

AGENCY

Coachella Valley Water District
Coachella Valley Water District
Imperial County
Torres Martinez Desert Cahuilla
Riverside County
Imperial Irrigation District

** (Director Perez left at 10:12 after the #VI Action Item vote)*

BOARD MEMBERS PARTICIPATING VIA TELECONFERENCE

Marion Ashley, Director

AGENCY

Riverside County

DIRECTORS ABSENT

James C. Hanks, Vice-President
Thomas Tortez, Secretary
Ryan E. Kelley, Director

AGENCY

Imperial Irrigation District
Torres Martinez Desert Cahuilla
Imperial County

In keeping with the Salton Sea Authority Bylaws, there being at least three of the five member agencies represented, and a single Director carrying the vote of both Directors when the second Director of the same agency is absent, a Quorum was declared, and the meeting proceeded.

SALTON SEA AUTHORITY STAFF PRESENT

Phil Rosentrater, Executive Director/General Manager
Bob Hargreaves, Best Best & Krieger, Legal Counsel

MEMBERS OF THE PUBLIC PRESENT

Kelly Claar
Luis Plancarte
Antonio Ortega
Dan Farris
Rich Cabanilla
Robert Cheng
Tom Sephton
Jaci Gould
Andy Horne
Vickie Doyle

AGENCY

CA State Parks
Imperial County Supervisor
IID
CVWD
ICPDS
CVWD
Sephton Water Technologies
Reclamation
County of Imperial
IID

II. BOARD MEMBER COMMENTS

- A. Director Perez asked that action item #6 be moved ahead of presentation item #5.
*Director Renison so **moved; seconded** by Director Ortega; **unanimously carried**.*
- B. Director Estrada told GM/Executive Director Rosentrater that the Congressman's office had reached out to him asking how they can help in the efforts to use the money the state has allocated to the Salton Sea to attract matching funds from the Federal government for the Salton Sea.
- C. Chairman O'Dowd expressed thanks for Director Hanks for subbing for him at the last meeting.

III. PUBLIC COMMENTS (none)

IV. CONSENT CALENDAR – Receive, Approve, and File

- A. Minutes of September 28, 2017
- B. Warrant Register Ratification for August 2017
- C. Draft Internal Financial Report for: 07/01/2016 – 06/30/17, and 07/01/17 – 08/01/17
*Director Renison **moved** that the Consent Calendar be approved. **Seconded** by Director Perez. **Unanimously carried**.*

VI. ACTION ITEMS

- A. SSA Board consideration of Support Resolution for Draft Stipulated Order related to SSMP 10-Year Plan to be considered by State Water Resources Control Board.

GM/Executive Director Phil Rosentrater introduced this item: Staff is requesting the Board's approval of the resolution memorializing the vote at the September 28 SSA Board meeting in which the Board voted to take a support position on Draft Stipulated Order Revising WRO 2002-0013 (revised) related to SSMP 10-Year Plan to be considered by State Water Resources Control Board.

Director Perez moved for approval of the resolution. Seconded by Director Estrada. Unanimously carried via roll-call vote.

V. PRESENTATIONS

- A. SeaFest 2017

Davy Aker of SEAthletes told about the SeaFest event held the previous weekend at the Salton Sea. The event was a success despite the challenging weather. He thanked IID and the State Park for partnering with them in this effort.

VII. REPORTS

- A. General Manager's Report on Activities

GM/Executive Director Phil Rosentrater reported on the completion of the Torres Martinez Wetland Project, the previous week, of which the SSA was the lead agency using state funding thru the FAP: This is the first project completed at the Salton Sea with state funds.

- B. Legislative Update

SSA Assistant Executive Director Phillip Johnson reported the good news that SB 5 and SB 615 had been signed by the governor. The next step for SB 5 is to raise awareness for the bond which will be up for vote in June 2018. He is working with member agency staff on SSA's proposed 2018 legislative platform.

- C. Standing Report

1. FEDERAL: US Bureau of Reclamation (no report was given)
2. STATE: Salton Sea Management Program

State Assistant Secretary for Salton Sea Policy Bruce Wilcox was in Sacramento, so SSA GM/Executive Director Phil Rosentrater read a brief summary that Mr. Wilcox had provided, which included kudos to those who helped make the stipulated Water Board order happen, and that the draft work plan is being reviewed by the science committee.

- D. Audubon California

Frank Ruiz, Salton Sea Program Director, reported that their policy department continues to work with Defenders of Wildlife, and commented on the 10-year plan

and the associated work plan – that they need to see action on the ground: prioritize completing easements, permits, etc.

E. Salton Sea Action Committee (no report was given)

VIII. ADJOURNMENT

There being no further business, Board President O’Dowd adjourned the meeting at 10:32 a.m.

NEXT MEETING TIME & LOCATION:

Thursday, December 7, 2017

10:00 a.m.

Coachella Valley Water District
Steve Robbins Administration Building
75515 Hovley Lane East
Palm Desert, CA 92260
(760) 398-2651

Warrant Register
September 1, 2017 through September 30, 2017



Warrant Date	Warrant Number	Vendor Name	Amount
09/13/2017	EFT	Rabobank	1,215.69
09/13/2017	EFT	American Express	7,532.19
09/18/2017	16253	Best, Best & Krieger	851.00
09/18/2017	16254	OfficeTeam	10,006.85
09/18/2017	16255	Sampson, GJ Acct	5,030.50
09/18/2017	16256	SystemGo IT LLC	1,210.25
09/18/2017	16257	Johnson, Phillip	369.77
09/18/2017	EFT	Pitney Bowes	88.09
09/21/2017	EFT	Verizon Wireless	228.79
09/27/2017	16258	Alliant Consulting Inc	633.75
09/27/2017	16259	Platinum Consulting Group LLC	2,210.00
09/27/2017	16260	Sampson, GJ Acct - 214	1,804.40
09/27/2017	16261	OfficeTeam	4,670.05
09/27/2017	16262	Platinum Consulting Group LLC	1,030.97
09/27/2017	16263	RivCo EDA	1,293.45
09/27/2017	EFT	FedEx	85.98
09/30/2017	EFT	Rabobank	25.00
Total \$			38,261.73

Warrant Register
October 1, 2017 through October 31, 2017



Warrant Date	Warrant Number	Vendor Name	Amount
10/04/2017	16301	Alliant Insurance Service	9,550.83
10/04/2017	16302	OfficeTeam	2,504.37
10/04/2017	16303	Sampson, GJ Acct	8,266.10
10/16/2017	EFT	Pitney Bowes	91.05
10/16/2017	EFT	Rabobank Credit Card	680.67
10/16/2017	EFT	American Express	4,618.07
10/18/2017	EFT	FedEx	59.04
10/20/2017	16304	ACWA	4,170.00
10/20/2017	16305	Alliant Consulting Inc	162.50
10/20/2017	16306	Best, Best & Krieger	1,668.60
10/20/2017	16307	Davis Farr LLP	1,456.00
10/20/2017	16308	OfficeTeam	5,256.26
10/20/2017	16309	Platinum Consulting Group LLC	42.50
10/20/2017	16310	Riverside County	25,000.00
10/20/2017	16311	SystemGo IT LLC	679.00
10/23/2017	16312	MAP Productions Inc	108,350.35
10/23/2017	16313	Tetra Tech - 214	9,196.35
10/25/2017	EFT	Verizon Wireless	228.97
10/31/2017	EFT	Rabobank	25.00
Total \$			182,005.66

Salton Sea Authority
Balance Sheet by Fund
As of October 31, 2017

	101 General	214 Wetlands Grant	702 Fish Clean Up Trust	TOTAL
ASSETS				
Current Assets				
Checking/Savings				
0001010 · Cash - Checking	99,472.88	12,418.12	0.00	111,891.00
0001011 · Cash - Money Market	681,196.05	7,200.00	20,991.43	709,387.48
0001012 · Cash - RivCo Fund	24,523.74	0.00	0.00	24,523.74
0001015 · Cash - Petty Cash	200.00	0.00	0.00	200.00
Total Checking/Savings	805,392.67	19,618.12	20,991.43	846,002.22
Accounts Receivable				
0001210 · Accounts Receivable	0.00	168,595.68	0.00	168,595.68
Total Accounts Receivable	0.00	168,595.68	0.00	168,595.68
Other Current Assets				
0001380 · Other Receivables	508.14	0.00	0.00	508.14
Total Other Current Assets	508.14	0.00	0.00	508.14
Total Current Assets	805,900.81	188,213.80	20,991.43	1,015,106.04
TOTAL ASSETS	805,900.81	188,213.80	20,991.43	1,015,106.04
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
0002010 · Accounts Payable	66,725.92	61,496.78	0.00	128,222.70
Total Accounts Payable	66,725.92	61,496.78	0.00	128,222.70
Credit Cards				
0002015 · Credit Card Payable	202.48	0.00	0.00	202.48
0002016 · Credit Card Payable AE	2,037.24	0.00	0.00	2,037.24
Total Credit Cards	2,239.72	0.00	0.00	2,239.72
Other Current Liabilities				
0002820 · Deferred Revenue	0.00	26,936.97	0.00	26,936.97
Total Other Current Liabilities	0.00	26,936.97	0.00	26,936.97
Total Current Liabilities	68,965.64	88,433.75	0.00	157,399.39
Total Liabilities	68,965.64	88,433.75	0.00	157,399.39
Equity				
0003009 · Fund Balance	289,031.93	-127,424.12	20,991.43	182,599.24
Net Income	447,903.24	227,204.17	0.00	675,107.41

10:17 AM

11/28/17

Accrual Basis

Salton Sea Authority
Balance Sheet by Fund
As of October 31, 2017

	<u>101 General</u>	<u>214 Wetlands Grant</u>	<u>702 Fish Clean Up Trust</u>	<u>TOTAL</u>
Total Equity	736,935.17	99,780.05	20,991.43	857,706.65
TOTAL LIABILITIES & EQUITY	<u>805,900.81</u>	<u>188,213.80</u>	<u>20,991.43</u>	<u>1,015,106.04</u>

Salton Sea Authority
Revenue & Expenditure by Fund
 July through October 2017

	101 General	214 Wetlands Grant	TOTAL
Ordinary Income/Expense			
Income			
0004662 · Local Gov/Member Assessments	610,000.00	0.00	610,000.00
0004660 · State of California Grants	0.00	356,724.20	356,724.20
0004710 · Pooled Cash Allocated Interest	387.93	0.00	387.93
Total Income	610,387.93	356,724.20	967,112.13
Expense			
1020000 · SSA ADMINISTRATION			
1025010 · Salaries			
Salaries - RivCo EDA	24,384.48	0.00	24,384.48
Salaries - Admin Support A	12,276.26	0.00	12,276.26
Total 1025010 · Salaries	36,660.74	0.00	36,660.74
1025500 · Employee Benefits			
Employee Benefits - RivCo EDA	7,027.66	0.00	7,027.66
Employee Benefits - SSA	6,585.62	0.00	6,585.62
Total 1025500 · Employee Benefits	13,613.28	0.00	13,613.28
1026050 · Contract Svc/Professional			
Contract Svc/Prof - Adm Sup C	4,027.50	0.00	4,027.50
Contract Svc/Prof - Adm Sup D	15,310.36	0.00	15,310.36
Contract Svc/Prof - Exec Sup	26,058.66	0.00	26,058.66
Contract Svc/Prof - Finance	13,529.50	0.00	13,529.50
Total 1026050 · Contract Svc/Professional	58,926.02	0.00	58,926.02
1026010 · Contract Svc/Attorney			
Contract Svcs/Attorney - Genera	3,108.80	0.00	3,108.80
Total 1026010 · Contract Svc/Attorney	3,108.80	0.00	3,108.80
1026095 · Contract Svc/Equipment Maint	3,528.50	0.00	3,528.50
1028551 · Capital Equipment <\$5,000	-150.00	0.00	-150.00
1026096 · Contract Svc/Equipment Lease	88.09	0.00	88.09
1026120 · Insurance	9,550.83	0.00	9,550.83
1027030 · Office Exp/Operating Supplies	592.40	0.00	592.40
1027035 · Office Exp/Online Services	244.56	0.00	244.56
1026450 · Postage, Mail	259.07	0.00	259.07
1026439 · Dues, Subscriptions	4,271.00	0.00	4,271.00
1026350 · Communications	993.08	0.00	993.08
1026370 · Travel/Meetings	22,866.62	0.00	22,866.62
Total 1020000 · SSA ADMINISTRATION	154,552.99	0.00	154,552.99
6020000 · WETLANDS GRANT ADMINISTRATION			
6026010 · Contract Svcs/Attorney	1,861.10	0.00	1,861.10

10:18 AM

11/28/17

Accrual Basis

Salton Sea Authority
Revenue & Expenditure by Fund
July through October 2017

	<u>101 General</u>	<u>214 Wetlands Grant</u>	<u>TOTAL</u>
6026013 · Contract Svcs/Accountant	6,070.60	4,014.40	10,085.00
Total 6020000 · WETLANDS GRANT ADMINISTRATION	7,931.70	4,014.40	11,946.10
6040000 · WETLANDS GRANT TECHNICAL			
6046070 · Contract Svcs/LCP	0.00	1,803.75	1,803.75
6046080 · Contract Svcs/Construction	0.00	123,701.88	123,701.88
Total 6040000 · WETLANDS GRANT TECHNICAL	0.00	125,505.63	125,505.63
Total Expense	162,484.69	129,520.03	292,004.72
Net Ordinary Income	447,903.24	227,204.17	675,107.41
Net Income	<u>447,903.24</u>	<u>227,204.17</u>	<u>675,107.41</u>

Memorandum

To: Salton Sea Authority Board of Directors
From: Phil Rosentrater, GM/Executive Director
Date: December 7, 2017
Re: SSA Resolution No. 17-05 Updating Signatories on SSA Bank Accounts
CM No. IV.E – 12-07-17

BACKGROUND:

At the June 15, 2017 Salton Sea Authority Board meeting, Director James C. Hanks was elected Vice-President by the SSA Board of Directors. Traditionally, the SSA Vice-President has been included as a signatory to the Salton Sea Authority bank accounts. The President, Treasurer, and GM/Executive Director would continue as signatories.

The bank requires a copy of a resolution from the Board to authorize the new signatory on Salton Sea Authority's accounts and to remove any who are no longer valid. The names shown on the attached proposed resolution include the addition of Director Hanks as a signatory, retention/confirmation of Director O'Dowd, Director Estrada, and GM/Executive Director Phil Rosentrater as signatories, and the removal of any others who might remain in the bank's records.

Attached please find proposed Salton Sea Authority Resolution 17-05, entitled, "Resolution of the Board of Directors of the Salton Sea Authority Designating Officials Authorized to Sign Warrants and Checks, Transfer Funds, and Access Safe Deposit Box," for your consideration, which updates the signatories to show the current President, Vice President, Treasurer, and GM/Executive Director as signatories.

RECOMMENDATION:

The Salton Sea Authority Staff recommends that the Salton Sea Authority Board approve SSA Resolution No. 17-05, entitled, "Resolution of the Board of Directors of the Salton Sea Authority Designating Officials Authorized to Sign Warrants and Checks, Transfer Funds, and Access Safe Deposit Box."

Respectfully submitted,

Phil Rosentrater
GM/Executive Director



**SALTON SEA AUTHORITY
RESOLUTION NO. 17-05**

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SALTON SEA AUTHORITY DESIGNATING OFFICIALS
AUTHORIZED TO SIGN WARRANTS AND CHECKS,
TRANSFER FUNDS, AND ACCESS SAFE DEPOSIT BOX**

BE IT RESOLVED by the Board of Directors of the Salton Sea Authority (Authority), assembled in regular meeting this 7th day of December 2017, that the Rabobank is instructed to honor Authority warrants or checks written on accounts in the name of the Salton Sea Authority executed by any two of the following designated officials: G. Patrick O'Dowd, President; James C. Hanks, Vice President; Cástulo R. Estrada, Treasurer; and Phil Rosentrater, General Manager/Executive Director; and

BE IT FURTHER RESOLVED that Rabobank is instructed to honor any transfer of funds by means of written instructions by order of any two designated officials: G. Patrick O'Dowd, President; James C. Hanks, Vice President; Cástulo R. Estrada, Treasurer; and Phil Rosentrater, General Manager/Executive Director; and

BE IT FURTHER RESOLVED that all warrants and checks, and instructions to transfer funds will require at least one original signature of those persons herein defined; and

BE IT FURTHER RESOLVED that the second signature for warrants and checks, and instructions to transfer funds may be an original signature or a facsimile signature (stamp) of those persons herein defined; and

BE IT FURTHER RESOLVED that the Rabobank is instructed to honor access to safe deposit box(es) executed by any two of the following designated officials: G. Patrick O'Dowd, President; James C. Hanks, Vice President; Cástulo R. Estrada, Treasurer; and Phil Rosentrater, General Manager/Executive Director; and

BE IT FURTHER RESOLVED that prior authorizations to sign warrants and checks, transfer funds and access safe deposit box(es) are hereby rescinded; and

BE IT FINALLY RESOLVED that the Secretary is hereby directed to furnish a certified copy of this resolution to Rabobank.

G. Patrick O'Dowd
President

STATE OF CALIFORNIA)
SALTON SEA AUTHORITY) ss.
OFFICE OF SECRETARY)

I, Thomas Tortez, Secretary of the Salton Sea Authority, a Joint Powers Agency of the State of California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 17-05 adopted by the Board of Directors of said Salton Sea Authority at a regular meeting thereof duly held and convened on the 7th day of December 2017, at which meeting a quorum of said Board was present and acting throughout.

Dated this 7th day of December 2017.

Thomas Tortez
Secretary of the Salton Sea Authority
and of the Board of Directors thereof

Memorandum

To: Salton Sea Authority Board of Directors
From: Phil Rosentrater, GM/Executive Director
Date: December 7, 2017
Re: SSA Staff Payroll Transition
CM No. IV.F – 12-07-17

BACKGROUND:

In keeping with SSA Board direction to conduct Authority business in an efficient and fiscally prudent manner, a review of overhead costs for processing staff payroll revealed that a transition from payroll processing at a private firm to processing by Riverside County would allow the SSA to reduce net costs for staffing in two positions affected by this transition, while improving compensation within the established budget.

The SSA Board *ad hoc* Finance Committee met in June to consider this option and concluded that gaining better compensation for staff while lowering net costs to the agency is a sound proposal. The SSA *ad hoc* Finance Committee directed SSA Administration to arrange for transition of Administrative Assistant Lisa Bravata and Assistant General Manager Phil Johnson from the private staffing agency payroll process to the Riverside County system.

Shifting the individuals fulfilling these two positions to the county payroll service, as is done with the Administrative Assistant/Board Secretary, will result in a cost savings to SSA while providing an improved compensation package to the staff members, thus helping to ensure their retention which contributes to SSA's stability. The County of Riverside requires the attached contracts in order to process salary and benefits through their payroll system.

RECOMMENDATION:

The Salton Sea Authority Staff recommends that the Salton Sea Authority Board of Directors approve the contracts entitled "Employment Agreement between Phillip Johnson, Salton Sea Authority and County of Riverside" and "Employment Agreement between Lisa Bravata, Salton Sea Authority and County of Riverside," authorizing the Executive Director to execute these contracts on behalf of the Authority.

Respectfully submitted,

Phil Rosentrater
GM/Executive Director

**EMPLOYMENT AGREEMENT BETWEEN PHILLIP JOHNSON,
SALTON SEA AUTHORITY AND COUNTY OF RIVERSIDE**

This employment agreement (hereinafter "Agreement") is made and entered into between Phillip Johnson (hereinafter "Johnson"), the Salton Sea Authority (hereinafter "Authority") and the County of Riverside (hereinafter "County") in order to provide, in writing, the terms and conditions for the employment of Johnson by the County, under direction of the Authority.

RECITALS

WHEREAS, the Salton Sea Authority contracts with the County for staff and support services pursuant to a Memorandum of Understanding dated August 26, 1997, as subsequently amended (hereinafter "MOU"); and,

WHEREAS, Authority and County desire to employ Johnson as a County employee to perform the functions of Administrative Services Analyst II-CE of the Authority under the direction of the Authority's GM/Executive Director, but subject to the terms of this Agreement, and not principally subject to the County Personnel Ordinance, Ordinance 440;

NOW, THEREFORE, in consideration of the foregoing facts and the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. Employment

The County hereby agrees to employ Johnson, and Johnson agrees and does accept employment subject to the direction of the GM/Executive Director of the Authority upon the terms and conditions set forth herein.

2. Duties

(a) Johnson shall continue to hold the title of Assistant Executive Director for the Salton Sea Authority and shall perform the functions included in the County classification for Administrative Services Analyst II-CE. In said capacity, Johnson shall do and perform all services, acts, or things necessary or advisable to conduct the business of the Authority, subject at all times to applicable state and federal laws, and the policies, ordinances, resolutions and rules adopted by the Authority Board of Directors, as further described in Exhibit "A".

(b) In addition, Johnson shall perform such other duties as directed by the GM/Executive Director of the Authority, maintain a record of activities performed on behalf of the Authority, and keep the Authority's GM/Executive Director informed as to these activities.

3. Compensation and Work Schedule

(a) Johnson shall receive a regular base hourly rate of \$26.00 per hour (\$54,080 per annum) and shall be exempt from the overtime provisions of the Fair Labor Standards Act. The Authority shall review Johnson's compensation at 1 year intervals and

Johnson shall receive such merit pay increases commensurate with performance as may be determined by the Authority's GM/Executive Director in his sole discretion.

(b) Authority shall reimburse Johnson for all reasonable expenses incurred in connection with Authority business, pursuant to the Authority's Travel & Meeting Reimbursement Policy. Expenditures shall be reimbursable if, and only if, approval is obtained from the Authority pursuant to its Policy. Authority, and not the County, will be responsible for reviewing the appropriateness of such reimbursements.

(c) Johnson shall accrue Annual Leave at a rate of 8.92 hours per biweekly pay period (232 hours per year) for the first 3 years; 10.46 hours per biweekly pay period (272 hours per year) for years 4-9 and 12 hours per biweekly pay period (312 hours per year) for years 10 and above. Maximum Annual Leave accumulation is 1800 hours. Any request to take Annual Leave must be submitted for approval to the GM/Executive Director of the Authority, who will endeavor to schedule Annual Leave at the mutual convenience of the Authority and Johnson.

(d) Johnson shall be allowed 5 days of bereavement leave per year (3 days are County paid; 2 days can be taken from use of accrued Annual Leave balance).

(e) Johnson shall be provided life insurance, disability and retirement benefits consistent with those provided to exempt County management employees. Medical, dental and other benefits provided by the County's flexible benefit plan shall also be provided.

(f) Subsequent to the date of this Agreement, periodic changes in benefits which accrue to exempt management employees of the County shall accrue to Johnson, to the extent those benefits are included in this agreement.

4. Term

(a) The term of this Agreement and the employment of Johnson pursuant to this Agreement shall commence on January 1, 2018 and continue for a period of one (1) year, unless earlier terminated as provided at Section 5, below.

(b) This Agreement shall automatically be extended for an additional term(s) of twelve (12) months, unless earlier terminated as provided in Section 5 or the Authority notifies Johnson in writing at least three (3) months prior to the expiration of the initial term or any subsequent term that the Authority intends that this Agreement should terminate at the end of the then applicable term.

5. Termination

(a) Resignation.

Johnson may resign and thereby terminate this Agreement at any time upon giving at least fourteen (14) days advance written notice to the Authority Board of Directors and County. Termination shall be effective upon the last day of such notice period, provided that the Authority may, within such fourteen (14) days, direct Johnson not to perform any of the duties

described herein. Upon such termination, Johnson shall not be entitled to any severance pay or other compensation of any kind.

(b) Termination With or Without Cause.

The County and/or the Authority, in their sole discretion, may terminate Johnson's employment, and thereby terminate this Agreement, at any time and for any reason. It is understood and agreed that Johnson serves at the will and pleasure of the Authority Board of Directors and the County, that his employment may be terminated with or without notice, with or without cause, and that no reason need be given for such termination. Upon termination pursuant to this provision:

(i) Johnson shall have no right to any hearing or other review of the reasons for his termination by the County and Authority. Johnson hereby expressly waives any and all such rights he might otherwise be entitled to by law or which may be applicable to other employees of the County.

(c) Termination for Other Reasons

(i) The employment of Johnson and this Agreement shall automatically terminate upon the death of Johnson or upon the termination of his employment because of a permanent disability which prevents Johnson from performing the essential functions of his position, with or without reasonable accommodation, for a period of three (3) or more months.

(ii) The determination as to whether Johnson is permanently disabled from performing the essential functions of his position, with or without reasonable accommodation, shall be made by the County based on competent medical authority(ies).

(iii) Neither Johnson nor his heirs, administrators, successors or assigns shall have any right under this Agreement to any additional salary following the termination of this Agreement due to Johnson's death or disability.

(d) Johnson, in executing this Agreement, shall be deemed to have waived any and all claims for damages which may otherwise arise from the County's or Authority's termination of his employment or this Agreement with or without cause.

(e) Pursuant to Government Code sections 53243-53243.4 (and as these sections may be amended), if the officer or employee is convicted of a crime involving an abuse of his office or position, the officer or employee shall fully reimburse to the local agency for: (1) any leave salary paid pending an investigation; and (2) any cash settlement related to the termination of the employee or officer. "Abuse of office or position" means either of the following: (a) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority; and (b) a crime against public justice, including, but not limited to a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

(f) In accordance with Government Code section 53260 (and as this section may be amended), the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18. This is the maximum ceiling on the amount that may be paid by the local agency to an employee, in the sole discretion of the local agency and is not a target example of the amount of the cash settlement to be paid by the local agency to the employee.

6. Fitness for Duty Examination

(a) Johnson agrees to undergo a fitness for duty medical examination annually and/or at any time pursuant to the direction of the Authority. Said examination shall be made by a licensed physician selected and/or approved by the County.

(b) Johnson hereby acknowledges and agrees that a statement and/or report regarding his fitness for duty shall be obtained from the physician and filed with the Authority, which shall keep such statement and/or report confidential.

(c) Johnson hereby agrees to execute any and all documents required by state and/or federal law for certifying Johnson's consent to said medical examination and consent to the release of medical information to the County.

(d) The costs of said medical examination and report shall be paid by the Authority.

7. Performance Review

Johnson's performance may be reviewed from time to time as deemed necessary or desirable in the sole discretion of the Authority's GM/Executive Director.

8. Modification

Any modification of this Agreement will be effective only if it is in writing and signed by all parties. This Agreement does not, however, restrict the County's unilateral right to add to, modify, or delete provisions of Ordinance 440. Any such additions, modifications, or deletions of provisions to which Johnson is subject shall apply to Johnson in the same manner that they apply to other employees, provided that the express terms of this Agreement shall still be controlling to the extent that they conflict with any such addition, modification, or deletion.

9. Effect of Waiver

The failure of any party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other parties shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

10. Successors and Assignment

Neither this Agreement, nor any right, privilege, or obligation of Johnson hereunder shall be assigned or transferred by him without the prior written consent of the County and Authority. Any attempt at assignment or transfer in violation of this provision shall, at the option of the County and Authority, be null and void and may be considered a material breach of this Agreement.

11. Entire Agreement

(a) This Agreement shall be interpreted and enforced in conjunction with, and to be consistent with, the MOU between the County and the Authority as it currently exists or is hereinafter amended. This Agreement supersedes any and all other agreements between the County, Authority and Johnson, whether oral, in writing, express or implied.

(b) This Agreement and the MOU contain all of the covenants and agreements between the parties with respect to Johnson's employment by the County in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, or in the MOU, and that no other agreement, statement or promise not contained in this Agreement or the MOU shall be valid or binding on either party. It is expressly agreed that the County's personnel rules, policies and regulations shall not be applicable to Johnson except as expressly incorporated herein.

12. Partial Invalidity

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13. Law Governing Agreement

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. Attorneys' Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover such amount as the court may award as reasonable attorneys' fees and costs.

15. Notices

(a) Any notices to be given hereunder by any party to the other shall be in writing and may be transmitted by personal delivery or mail, registered or certified, postage prepaid, with return receipt requested.

(b) Mailed notices shall be addressed to the following respective addresses:

- (i) Phillip Johnson
XXXXXXXXXXXXX
Riverside, CA 92XXX
- (ii) Salton Sea Authority
82995 Highway 111, Suite 200
Indio, CA 92201
Attn: President of the Board of Directors
- (iii) County of Riverside
4080 Lemon Street, 12th Floor
Riverside, CA 92501-3651
Attn: County Executive Officer

(c) Notices delivered personally shall be deemed communicated as of the date of actual receipt, mailed notices shall be deemed communicated as of the date of mailing, plus two (2) calendar days.

16. Interpretation

This Agreement has been negotiated by all parties to the Agreement. Any ambiguity in the Agreement or the terms, or provisions contained therein, shall not be interpreted against the drafter of the Agreement.

17. Approval by Authority and County

This Agreement is subject to the approval of the Board of Directors of Authority and the Board of Supervisors of County, and upon such approval shall be effective for the term specified in Section 4, above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of December, 2017.

JOHNSON

By: _____
Phillip Johnson

SALTON SEA AUTHORITY

By: _____
Phil Rosentrater, GM, Exec. Director

ATTEST:

By: _____

_____, Secretary

COUNTY OF RIVERSIDE

By: _____

Chairman, Board of Supervisors

ATTEST:

By: _____

Clerk of the Board

APPROVED AS TO FORM:

GREGORY P. PRIAMOS

County Counsel

By: _____

Deputy County Counsel



ADMINISTRATIVE SERVICES ANALYST II - CE

Class Code:
74110

Bargaining Unit: Management Resolution - Unrepresented Confidential

COUNTY OF RIVERSIDE
Established Date: May 1, 2000
Revision Date: May 26, 2016

SALARY RANGE

\$25.72 - \$37.25 Hourly
\$4,457.49 - \$6,456.72 Monthly
\$53,489.90 - \$77,480.62 Annually

CLASS CONCEPT:

Under general supervision, provides management support in a wide variety of areas; conducts complex and difficult research and analytical studies involving budgetary and/or operational processes and programs; makes recommendations for the development, implementation, and improvement of departmental operations, services, and programs budgetary expenditures; and performs other related duties as required.

The Administrative Services Analyst II - CE (Confidential Exempt) is the fully-qualified, journey level class in the Administrative Services series. This class is characterized by the responsibility for performing a wide variety of administrative services including fiscal operations, budget preparation and control, purchasing, contract administration and monitoring, workspace flow and space utilization, staffing and general administration and independently conducting complex and difficult research and analytical studies within supervisory assigned parameters. This class provides management with the expertise required to identify, evaluate and make recommendations to resolve a variety of complex organizational and administrative problems including recommending changes in policies and procedures and developing methods for implementation. Incumbents may provide technical supervision to a clerical or technical support staff; however, analytical problem solving is the primary component of this class. The Administrative Services Analyst II - CE class is distinguished from the Administrative Services Supervisor class by the latter's responsibility for projecting, justifying, recommending and implementing solutions to a variety of complex problems with limited direction and review from management. This class is also distinguished from the Administrative Services Officer class by the latter's responsibility for planning, organizing and managing administrative services activities in departments requiring a full-time, stand alone administrative division to complete its mission.

The Administrative Services Analyst II - CE class is not a natural progression underfill to the Administrative Services Supervisor or the Administrative Services Officer class.

Employees in a Confidential designated class are defined by Section 3.b. of the Employee Relations Resolution, as "any employee who may be privy to the decision-making process of County management affecting employee relations" and are only authorized for use within the departments of Executive Office, Clerk of the Board, County Counsel, and Human Resources.

REPRESENTATION UNIT:

Management Resolution - Unrepresented Confidential

EXAMPLES OF ESSENTIAL DUTIES:

(Depending on the area of assignment, duties may include, but are not limited to, the following)

- Plan, coordinate, and conduct studies of administrative, operational and facilities management activities including fiscal operations, budget preparation and control, equipment usage, staffing patterns, work flow and space utilization.
- Develop reports and recommendations for appropriate action based on the analysis of gathered data.
- Prepare or assist in the preparation and/or review of budgets.
- Analyze need for budget items requested to determine whether or not items are justifiable based on program objectives and priorities.
- Examine and make recommendations for the transfer of funds; review financial data on an on-going basis to ensure conformance with established guidelines.
- Recommend and establish contract forms and procedures; monitor adherence to contract terms.
- Research availability and applicability of grant funding; research methods necessary for specific grant proposals; recommend and monitor procedures for grant implementation.
- Upon request, develop and recommend policies and procedures; develop written procedures to clarify or describe standard practices; design or improve forms to expedite procedures.

- Coordinate the publication and dissemination of procedures; review present and pending legislation to determine effect on departmental operations and programs.
- Participate in various meetings and present and/or gather data to assist management in making administrative and operational decisions.
- May direct, train, assign, and evaluate subordinate clerical and technical personnel in the performance of standard tasks.

RECRUITING GUIDELINES:

Education: Graduation from an accredited college or university with a Bachelor's degree, preferably with a major in accounting, business or public administration, finance, or a closely related field. (Additional qualifying experience may be substituted for the required education on the basis of 30 semester or 45 quarter units equaling one year of full-time experience.)

Experience: Two years in an administrative, management, or staff capacity which included responsibility for organizational analysis, development of administrative systems and procedures, budgetary development and control, and/or contract monitoring.

Knowledge of: Principles of administration, organization, and management necessary to analyze and evaluate operations, services, and programs; principles and practices of fiscal management and/or budgetary control; grantsmanship; basic elements of supervision; contract monitoring.

Ability to: Collect and evaluate data; draw conclusions and formulate recommendations and project consequences of recommendations; monitor expenditures and maintain fiscal control; develop and write grant applications; interpret legislative and administrative mandates and regulations; plan, organize and supervise the work of subordinate clerical or technical staff; establish and maintain effective working relationships with those contacted in the course of work; communicate effectively in written and verbal form.

OTHER REQUIREMENTS:

License: Possession of a valid California Driver's License may be required.

PRE-EMPLOYMENT:

All employment offers are contingent upon successful completion of both a pre-employment physical exam, including a drug/alcohol test, and a criminal background investigation, which involves fingerprinting. (A felony or misdemeanor conviction may disqualify the applicant from County employment.)

PROBATIONARY PERIOD:

As an Approved Local Merit System, all County of Riverside employees, except those serving "At Will," are subject to the probationary period provisions as specified in the applicable Memorandum of Understanding, County Resolution, or Salary Ordinance. Temporary and Per Diem employees serve at the pleasure of the agency/department head.

**EMPLOYMENT AGREEMENT BETWEEN LISA BRAVATA,
SALTON SEA AUTHORITY AND COUNTY OF RIVERSIDE**

This employment agreement (hereinafter "Agreement") is made and entered into between Lisa Bravata (hereinafter "Bravata"), the Salton Sea Authority (hereinafter "Authority") and the County of Riverside (hereinafter "County") in order to provide, in writing, the terms and conditions for the employment of Bravata by the County, under direction of the Authority.

RECITALS

WHEREAS, the Salton Sea Authority contracts with the County for staff and support services pursuant to a Memorandum of Understanding dated August 26, 1997, as subsequently amended (hereinafter "MOU"); and,

WHEREAS, Authority and County desire to employ Bravata as a County employee to perform the functions of Secretary I-C of the Authority under the direction of the Authority's GM/Executive Director, but subject to the terms of this Agreement, and not principally subject to the County Personnel Ordinance, Ordinance 440;

NOW, THEREFORE, in consideration of the foregoing facts and the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. Employment

The County hereby agrees to employ Bravata, and Bravata agrees and does accept employment subject to the direction of the GM/Executive Director of the Authority upon the terms and conditions set forth herein.

2. Duties

(a) Bravata shall continue to hold the title of Administrative Assistant for the Salton Sea Authority and shall perform the functions included in the County classification for Secretary I-C. In said capacity, Bravata shall do and perform all services, acts, or things necessary or advisable to conduct the business of the Authority, subject at all times to applicable state and federal laws, and the policies, ordinances, resolutions and rules adopted by the Authority Board of Directors, as further described in Exhibit "A".

(b) In addition, Bravata shall perform such other duties as directed by the GM/Executive Director of the Authority, maintain a record of activities performed on behalf of the Authority, and keep the Authority's GM/Executive Director informed as to these activities.

3. Compensation and Work Schedule

(a) Bravata shall receive a regular base hourly rate of \$17.32 per hour (\$36,025.60 per annum) and shall not be exempt from the overtime provisions of the Fair Labor Standards Act. The Authority shall review Bravata's compensation at 1 year intervals and

Bravata shall receive such merit pay increases commensurate with performance as may be determined by the Authority's GM/Executive Director in his sole discretion.

(b) Authority shall reimburse Bravata for all reasonable expenses incurred in connection with Authority business, pursuant to the Authority's Travel & Meeting Reimbursement Policy. Expenditures shall be reimbursable if, and only if, approval is obtained from the Authority pursuant to its Policy. Authority, and not the County, will be responsible for reviewing the appropriateness of such reimbursements.

(c) Bravata shall accrue vacation leave at a rate of 3.08 hours per biweekly pay period (80 hours per year) for the first 3 years; 4.62 hours per biweekly pay period (120 hours per year) for years 4-9 and 6.16 hours per biweekly pay period (160 hours per year) for years 10 and above. Maximum Vacation leave accumulation is 480 hours. Any request to take vacation leave must be submitted for approval to the GM/Executive Director of the Authority, who will endeavor to schedule vacation leave at the mutual convenience of the Authority and Bravata.

(d) Bravata shall accrue sick leave at a rate of 4.0 hours per biweekly pay period with unlimited accrual. Bravata shall be allowed 5 days of bereavement leave per year (3 days are County paid; 2 days can be taken from use of accrued sick leave balance).

(e) Bravata shall be provided life insurance, disability and retirement benefits consistent with those provided to non-exempt County management employees. Medical, dental and other benefits provided by the County's flexible benefit plan shall also be provided.

(f) Subsequent to the date of this Agreement, periodic changes in benefits which accrue to non-exempt management employees of the County shall accrue to Bravata, to the extent those benefits are included in this agreement.

4. Term

(a) The term of this Agreement and the employment of Bravata pursuant to this Agreement shall commence on January 1, 2018 and continue for a period of one (1) year, unless earlier terminated as provided at Section 5, below.

(b) This Agreement shall automatically be extended for an additional term(s) of twelve (12) months, unless earlier terminated as provided in Section 5 or the Authority notifies Bravata in writing at least three (3) months prior to the expiration of the initial term or any subsequent term that the Authority intends that this Agreement should terminate at the end of the then applicable term.

5. Termination

(a) Resignation.

Bravata may resign and thereby terminate this Agreement at any time upon giving at least fourteen (14) days advance written notice to the Authority Board of Directors and County. Termination shall be effective upon the last day of such notice period, provided that the

Authority may, within such fourteen (14) days, direct Bravata not to perform any of the duties described herein. Upon such termination, Bravata shall not be entitled to any severance pay or other compensation of any kind.

(b) Termination With or Without Cause.

The County and/or the Authority, in their sole discretion, may terminate Bravata's employment, and thereby terminate this Agreement, at any time and for any reason. It is understood and agreed that Bravata serves at the will and pleasure of the Authority Board of Directors and the County that her employment may be terminated with or without notice, with or without cause, and that no reason need be given for such termination. Upon termination pursuant to this provision:

(i) Bravata shall have no right to any hearing or other review of the reasons for her termination by the County and Authority. Bravata hereby expressly waives any and all such rights she might otherwise be entitled to by law or which may be applicable to other employees of the County.

(c) Termination for Other Reasons

(i) The employment of Bravata and this Agreement shall automatically terminate upon the death of Bravata or upon the termination of her employment because of a permanent disability which prevents Bravata from performing the essential functions of her position, with or without reasonable accommodation, for a period of three (3) or more months.

(ii) The determination as to whether Bravata is permanently disabled from performing the essential functions of her position, with or without reasonable accommodation, shall be made by the County based on competent medical authority(ies).

(iii) Neither Bravata nor her heirs, administrators, successors or assigns shall have any right under this Agreement to any additional salary following the termination of this Agreement due to Bravata's death or disability.

(d) Bravata, in executing this Agreement, shall be deemed to have waived any and all claims for damages which may otherwise arise from the County's or Authority's termination of her employment or this Agreement with or without cause.

(e) Pursuant to Government Code sections 53243-53243.4 (and as these sections may be amended), if the officer or employee is convicted of a crime involving an abuse of his or her office or position, the officer or employee shall fully reimburse to the local agency for: (1) any leave salary paid pending an investigation; and (2) any cash settlement related to the termination of the employee or officer. "Abuse of office or position" means either of the following: (a) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority; and (b) a crime against public justice, including, but not limited to a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

(f) In accordance with Government Code section 53260 (and as this section may be amended), the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18. This is the maximum ceiling on the amount that may be paid by the local agency to an employee, in the sole discretion of the local agency and is not a target example of the amount of the cash settlement to be paid by the local agency to the employee.

6. Fitness for Duty Examination

(a) Bravata agrees to undergo a fitness for duty medical examination annually and/or at any time pursuant to the direction of the Authority. Said examination shall be made by a licensed physician selected and/or approved by the County.

(b) Bravata hereby acknowledges and agrees that a statement and/or report regarding her fitness for duty shall be obtained from the physician and filed with the Authority, which shall keep such statement and/or report confidential.

(c) Bravata hereby agrees to execute any and all documents required by state and/or federal law for certifying Bravata's consent to said medical examination and consent to the release of medical information to the County.

(d) The costs of said medical examination and report shall be paid by the Authority.

7. Performance Review

Bravata's performance may be reviewed from time to time as deemed necessary or desirable in the sole discretion of the Authority's GM/Executive Director.

8. Modification

Any modification of this Agreement will be effective only if it is in writing and signed by all parties. This Agreement does not, however, restrict the County's unilateral right to add to, modify, or delete provisions of Ordinance 440. Any such additions, modifications, or deletions of provisions to which Bravata is subject shall apply to Bravata in the same manner that they apply to other employees, provided that the express terms of this Agreement shall still be controlling to the extent that they conflict with any such addition, modification, or deletion.

9. Effect of Waiver

The failure of any party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other parties shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

10. Successors and Assignment

Neither this Agreement, nor any right, privilege, or obligation of Bravata hereunder shall be assigned or transferred by her without the prior written consent of the County and Authority. Any attempt at assignment or transfer in violation of this provision shall, at the option of the County and Authority, be null and void and may be considered a material breach of this Agreement.

11. Entire Agreement

(a) This Agreement shall be interpreted and enforced in conjunction with, and to be consistent with, the MOU between the County and the Authority as it currently exists or is hereinafter amended. This Agreement supersedes any and all other agreements between the County, Authority and Bravata, whether oral, in writing, express or implied.

(b) This Agreement and the MOU contain all of the covenants and agreements between the parties with respect to Bravata's employment by the County in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, or in the MOU, and that no other agreement, statement or promise not contained in this Agreement or the MOU shall be valid or binding on either party. It is expressly agreed that the County's personnel rules, policies and regulations shall not be applicable to Bravata except as expressly incorporated herein.

12. Partial Invalidity

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13. Law Governing Agreement

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. Attorneys' Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover such amount as the court may award as reasonable attorneys' fees and costs.

15. Notices

(a) Any notices to be given hereunder by any party to the other shall be in writing and may be transmitted by personal delivery or mail, registered or certified, postage prepaid, with return receipt requested.

(b) Mailed notices shall be addressed to the following respective addresses:

- (i) Lisa Bravata
XXXXXXXXXXXXXXXX
La Quinta, CA 92XXX
- (ii) Salton Sea Authority
82995 Highway 111, Suite 200
Indio, CA 92201
Attn: President of the Board of Directors
- (iii) County of Riverside
4080 Lemon Street, 12th Floor
Riverside, CA 92501-3651
Attn: County Executive Officer

(c) Notices delivered personally shall be deemed communicated as of the date of actual receipt, mailed notices shall be deemed communicated as of the date of mailing, plus two (2) calendar days.

16. Interpretation

This Agreement has been negotiated by all parties to the Agreement. Any ambiguity in the Agreement or the terms, or provisions contained therein, shall not be interpreted against the drafter of the Agreement.

17. Approval by Authority and County

This Agreement is subject to the approval of the Board of Directors of Authority and the Board of Supervisors of County, and upon such approval shall be effective for the term specified in Section 4, above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of December, 2017.

BRAVATA

By: _____
Lisa Bravata

SALTON SEA AUTHORITY

By: _____
Phil Rosentrater, GM, Exec. Director

ATTEST:

By: _____

_____, Secretary

COUNTY OF RIVERSIDE

By: _____

Chairman, Board of Supervisors

ATTEST:

By: _____

Clerk of the Board

APPROVED AS TO FORM:

GREGORY P. PRIAMOS

County Counsel

By: _____

Deputy County Counsel



SECRETARY I - C

Class Code:
13922

Bargaining Unit: Management Resolution - Confidential

COUNTY OF RIVERSIDE
Established Date: Oct 1, 1997
Revision Date: Oct 1, 1997

SALARY RANGE

\$17.32 - \$25.03 Hourly
\$3,002.43 - \$4,338.38 Monthly
\$36,029.14 - \$52,060.53 Annually

CLASS CONCEPT:

Positions in this series perform a variety of secretarial, clerical, and administrative duties for one or more management level positions that are below the level of the Department Head; serves as recording secretary to a board, commission, committee or similar entity; performs related duties as required.

Positions in this class are directly involved in or support the meet and confer process.

This class is distinguished from the class of Secretary II by the latter's reporting relationship to an Assistant Department Head, Deputy Director, or Division Chief and by the performance of administrative duties. It is further distinguished from the Office Assistant series by the latter's significant performance of complex clerical duties and the lack of an ongoing confidential relationship with one or more specified positions or a hearing body.

REPRESENTATION UNIT:

Management Resolution - Confidential

EXAMPLES OF ESSENTIAL DUTIES:

(Depending on the area of assignment, duties may include, but are not limited to, the following)

- Types/keyboards correspondence, reports, memoranda, case records, documents, orders, payrolls, statistical data (e.g., charts, tables, graphs) from rough drafts, marginal notes, or general instructions.
- Schedules appointments and relieves supervisor of administrative detail, such as, checking time and attendance reports and approving purchase requisitions; assists in carrying out administrative policies and procedures.
- Takes and transcribes dictation from voice recording, shorthand, speedwriting, stenography, or stenoscrypt; takes and types/keyboards minutes of meetings.
- Assembles information from various sources and arranges into proper format; proofreads written materials to identify errors in punctuation, spelling, and grammar; sets up and maintains office files, records and indexes.
- Provides general information to office and telephone callers and/or refers them to appropriate party; maintains control files to monitor the status and expedite the completion of staff assignments.
- Coordinates time, place and participant arrangements for meetings.
- Sorts, screens, prioritizes and routes incoming mail; Maintains office supply inventories and orders supplies.
- May train or orient new employees; May provide lead or full supervision of a small clerical unit; Provides vacation and temporary relief as required.

RECRUITING GUIDELINES:

Experience: Three years of stenographic or broad and varied clerical experience. Completion of 18 semester or 27 quarter units from a recognized college or 360 hour of training from a recognized occupational training program in secretarial sciences, office practices, business education, or a closely related field may be substituted for one year of nonspecialized clerical experience.

Knowledge of: Typing layouts and formats; the operation and uses of common and automated office equipment including automatic or memory typewriter, personal computer, word processor, copier; filing systems (chronologic, numeric, alphabetic, subject area, tickler); business English including spelling, punctuation, grammar, capitalization and word usage; record keeping and clerical monitor/procedures; basic office procedures; arithmetic.

Ability to: Operate standard and modern office equipment; proofread and review work for accuracy and completeness; input and retrieve data from computerized record keeping systems; prioritize and route telephone calls and mail; monitor staff assignment deadlines.

OTHER REQUIREMENTS:

Skills to: Type 45 net words per minute, and take shorthand or notetaking at 80 net words per minute may be required.

PRE-EMPLOYMENT:

All employment offers are contingent upon successful completion of both a pre-employment physical exam, including a drug/alcohol test, and a criminal background investigation, which involves fingerprinting. (A felony or misdemeanor conviction may disqualify the applicant from County employment).

PROBATIONARY PERIOD:

As an Approved Local Merit System, all County of Riverside employees, except those serving "At Will," are subject to the probationary period provisions as specified in the applicable Memorandum of Understanding, County Resolution, or Salary Ordinance. Temporary and Per Diem employees serve at the pleasure of the agency/department head.

Memorandum

To: Salton Sea Authority Board of Directors
From: Phil Rosentrater, GM/Executive Director
Date: December 7, 2017
Re: **Proposed 2018 Schedule of Salton Sea Authority Board Meetings**
CM No. IV.E – 12-07-17

BACKGROUND

In the pursuit of advance planning to ensure smooth operation and maximum participation of all SSA Directors in SSA board meetings, the attached proposed 2018 Schedule of Salton Sea Authority Board Meetings is submitted for SSA Board consideration.

Board meetings are usually scheduled on the fourth Thursday of the month; however, some meeting dates were moved to accommodate holidays and conferences and meetings important to the effective execution of SSA's mission.

In recent years the Board has elected not to meet in July and August, and to combine the November and December meetings into one meeting in early-to-mid December.

The attached proposed Board meeting schedule incorporates these adjustments.

RECOMMENDATION

Salton Sea Authority staff recommends that the Salton Sea Authority Board of Directors approve the attached proposed board meeting schedule.

Respectfully,

Phil Rosentrater
GM/Executive Director

The attached schedule is for basic information and may be revised as conditions require.



2018 MEETING SCHEDULE
SALTON SEA AUTHORITY
BOARD of DIRECTORS
10:00 a.m.

January 25

Imperial Irrigation District

July 26

No Meeting

February 22

Coachella Valley Water District

August 23

No Meeting

March 29

Imperial Irrigation District

September 20

Imperial Irrigation District

April 26

Coachella Valley Water District

October 18

Coachella Valley Water District

May 24

Imperial Irrigation District

November 22

No Meeting

June 28

Coachella Valley Water District

December 6

Imperial Irrigation District

Location Addresses

Coachella Valley Water District

Steve Robbins Administration Building
75515 Hovley Lane East
Palm Desert, CA 92260
(760) 398-2651

Imperial Irrigation District

Bill Condit Auditorium
1285 Broadway Avenue
El Centro, CA 92243
(760) 482-9618

North Shore Yacht Club

99155 Sea View Dr.
Mecca, CA 92254
(760) 393-0602

Salton Community Services District

1209 Van Buren Avenue, Suite 1
Salton City, CA 92274
(760) 394-4446

Memorandum

To: Salton Sea Authority Board of Directors
From: Phil Rosentrater, GM/Executive Director
Date: December 7, 2017
Re: **Approval of SSA Legislative Platform for 2018: Federal and State**
CM No. V.A – 12-7-2017

GENERAL:

The Salton Sea Authority has effectively achieved significant results from its Board-approved legislative agenda in the past four years. The draft platform proposed for Board consideration in 2018 builds upon these advancements and remains consistent with the SSA Board-adopted Vision and Guiding Principles for Legislative Action.

The platform is intended to serve as a dynamic guide to SSA Board and staff alike in shaping favorable outcomes for the SSA in legislative policies and procurement priorities at federal and state levels.

Upon approval of this draft platform, SSA staff in coordination with member agencies will continue to advocate its position on public policy issues in a unified manner. Under the direction of the Board, staff from the member agencies will closely monitor state and federal legislative proposals, executive actions and overall public policy initiatives that may have a direct impact on Salton Sea restoration efforts.

RECOMMENDATION:

The Salton Sea Authority Staff recommends that the Salton Sea Authority Board approve the 2018 Legislative Platform and authorize staff to take prudent action as needed in order to advance a unified and well-coordinated development of state and federal policies consistent with the SSA Board-approved Vision and Guiding Principles for Legislative Action.

Respectfully submitted,

Phil Rosentrater
GM/Executive Director

Salton Sea Authority
2018 Legislative Platform

Background:

The Salton Sea Authority (SSA) is empowered under state law (AB 71 – Perez) to work in cooperation with the California Natural Resources Agency to ensure the beneficial uses of the Salton Sea. SSA is a joint powers agency comprised of: Coachella Valley Water District, Imperial Irrigation District, Riverside County, Imperial County and the Torres Martinez Desert Cahuilla Indians. The SSA closely monitors and provides comment on state and federal legislative proposals that may have a direct impact on Salton Sea management and revitalization efforts.

The Salton Sea is the largest inland sea in California. The 365-square mile lake is a shallow, increasingly saline terminal lake sustained by agricultural discharges from highly productive farmlands that produce more than \$2 billion annually in agricultural commodities. The Sea provides significant habitat for birds, with an estimated 420 species relying upon the Sea, as well as habitat for several state and federally-listed species.

The Salton Sea is impacted by rising salinity of the Sea as well as changes in runoff from irrigated agriculture (supplied by Colorado River water). Legal agreements to provide conserved water to southern California urban users in order to enable the state of California to live within its legal entitlement to Colorado River water will significantly reduce flows to the Sea, leaving thousands of acres of dry lake bed, diminished habitat, significant air quality problems and a damaged economy. Areas downwind from the Sea are already suffering from severe non-attainment for PM 10 under the Clean Air Act. These areas suffer the highest rates of childhood asthma in California, with emergency room admissions for children under four years of age roughly twice the state average.

The conserved water agreements call for termination of the flow of mitigation water to the Sea at the end of 2017, accelerating the Sea's decline. Further, conserved water agreements are currently being considered under Drought Contingency Plan (DCP) federal-state negotiations to improve national and international water supply reliability of the Colorado River system, further impacting the economic and ecological health of the Sea including the human populations and migratory birds of the Pacific Flyway.

The Salton Sea Authority and its partner agencies, working with state and federal counterparts, have achieved unprecedented progress in 2017 with the State launching a draft Salton Sea Management Program 10-year plan with achievable projects with feasible designs, realistic budgets. This plan is admittedly minimalist, falling far short of what the ultimate objectives need to be for revitalization of the Sea areas impacted by the QSA. However, it is at last a consensus road map forward that outlines the objectives and the funding estimated for the state to begin to meet its obligations through the SSMP 10 Year Plan. Coupled with the 10 Year Plan is a stipulated Water Order between the State and the parties of the QSA establishing accountable performance to implement the SSMP 10 Year Plan.

Ultimately the Salton Sea Authority and its partners have helped bring about this plan through painstaking consensus building. It is not a perfect plan, but it is finally a plan with real projects with real designs, permits and funding. And now that an actionable plan exists, the effort to procure funding for this plan and its projects now becomes much more achievable. The funding of this plan will also remain in the balance until SB-5 the State Water and Parks bond is voted upon by the public in June 2018. The following SSA legislative platform for 2018 outlines the objectives and actions necessary to advance toward a smaller but healthy and prosperous Salton Sea in cooperation and consultation with the SSA and its local, regional, state and federal partners.

Federal Priorities

United States Department of Agriculture (USDA) Partnerships

- J SSA supports efforts to secure a greater portion of USDA's \$6 billion annual mandatory conservation funding through appropriations and/or the 2018 Farm Bill by expanding the current partnership's activities to the Salton Sea playa; this would provide a more comprehensive federal-state-local conservation partnership which could be scaled appropriately to the challenge.
- J The SSA member agencies are situated in a major agricultural region and the Sea itself is sustained by agricultural drainage flows from roughly 500,000 acres of prime irrigated agricultural land supplied by Imperial Irrigation District (IID) and Coachella Valley Water District (CVWD). Diminishing drainage flows to the Sea pose a negative impact on the air quality and habitat values surrounding the Sea, and threaten the sustainability of an agricultural region which generates over \$2 billion annually in agricultural commodities.
- J Recognizing the critical importance of Sea restoration to this agricultural region, USDA recently approved the Salton Sea Regional Conservation Partnership Program (RCPP) to address habitat, water quality and air quality issues on agricultural land surrounding the Sea. A \$7.5 Million grant was secured through the SSA as lead agency in the RCPP partnership for this purpose. The programs available under RCPP, however, limit the use of funding to projects on private agricultural lands.
- J SSA supports securing appropriations under USDA's Watershed Protection and Flood Prevention Act (PL 566) in FY18, as that funding could be used to advance cost-shared air quality, habitat, and infrastructure backbone work directly on and adjacent to exposed Salton Sea playa. \$150 million was secured in FY17 Senate Agriculture Appropriations for these and other purposes. Because FY17 bills were not passed by Congress, this funding was not appropriated. SSA recommends seeking this appropriation in the FY18 Agriculture Appropriations bill, and providing report language identifying the Salton Sea as an intended focus for this funding.

- J SSA also supports making PL 566 a mandatorily-funded USDA conservation program in the 2018 Farm Bill in order to provide a substantial and sustainable source of cost-share funding for Salton Sea management and restoration.
- J SSA supports expanding the Salton Sea RCPP by permitting enrollment of public lands that endanger public health and the environment of prime agricultural region in USDA's Conservation Reserve Enhancement Program (CREP), which would thereby provide substantial federal financial resources to cost-share with State investments in air quality, habitat and other Ag-related investments at the Sea.
- J SSA supports expanding the Salton Sea RCPP by permitting the application of Environmental Quality Incentives Program (EQIP) funding to off-farm projects in an Agricultural region.
- J SSA supports the Feinstein USDA EQIP Air Quality Initiative, which sets aside \$25 million in EQIP funding annually to address air quality concerns related to agricultural operations; SSA recommends expanding this initiative by increasing its funding and directing the increase to projects on public or private lands in an agricultural region impacted by negative air quality.
- J SSA supports ensuring in the 2018 Farm Bill that communities surrounding the Salton Sea qualify for USDA rural development programs which target funding for health care infrastructure and telemedicine in order to help address the high prevalence of childhood asthma in the region.

ACTION:

- J *The SSA will cooperate and consult with state and federal partners to leverage the recently committed \$1.5 million from the 2018 Farm Bill to develop a Salton Sea Watershed plan. This plan will be developed in a manner that allows integration of plans from other federal agencies in harmony with local and state planning efforts established in the SSMP. This Salton Sea Watershed Plan can then be used to leverage future federal funding.*

United States Corps of Engineers (Corps)

- J SSA supports federal funding and cooperation with the Army Corps of Engineers. \$30 million in federal funding for Salton Sea revitalization was authorized in 2007 under the federal Water Resource Development Act (WRDA), but never appropriated even though it has been included in past Administration budgets for the Corps.
- J A renewed authorization for this \$30 million for the Salton Sea was included in the Dec 2016 passage of WRDA legislation (***S. 612 WIIN Act***). The updated version extends broad authorization for full Army Corps participation in watershed level planning at the Salton Sea,

and specifically designates the SSA as the preferred nonfederal partner for the funding agreements to be established with the Corps.

- J SSA supports the Corps' Tribal Partnership Program (TPP), a program with existing funding available to conduct feasibility planning in coordination with SSA and specifically as requested by tribes that hold property in and around the Sea. The SSA will continue to provide Letters of Interest in partnership with interested tribes at the Sea in order to activate this Army Corps program in coordination with SSA and partners, especially the tribes.

ACTION:

- J *Coordinate watershed planning between the Corps, State and other federal entities*
- J *Advocate for \$30 million for the Salton Sea to be included in the WRDA budget*
- J *Renew the LOI to the Army Corps for TPP and establish an MOU between the SSA and interested tribes in and around the Sea pursuant to engaging the Corps in feasibility planning.*

Bureau of Reclamation (BOR) Partnership

- J SSA supports strong interagency cooperation between the BOR as a major federal landowner with public trust responsibilities at the Sea – in consultation with SSA and its member agencies and the State
- J The State of California and the federal Dept. of Interior signed an MOU in 2016 wherein the DOI committed to a \$30 Million federal share in costs to operate and maintain projects related to air quality management and restoration of habitat at the Sea.
- J The SSA initiated an MOU with Dept. of Interior MOU in February 2014. The MOU signed by DOI (plus all sub-agencies) calls for sharing of information and expertise, with close cooperation and collaboration between SSA and DOI and its sub-agencies on matters relevant to the improvement of conditions at the Sea. In particular, the MOU called for cooperation in planning for rights of way, easements, and land exchanges necessary to expedite mutually beneficial projects at the Sea.

ACTION:

- J *SSA will coordinate with DOI and sub-agencies, including BOR, in order to integrate federal interests and resources in joint funding, planning, design, construction and maintenance of projects.*

Water Infrastructure Finance and Innovation Act (WIFIA)

-) SSA supports funding for WIFIA and partnerships at the sea that can leverage these funds. SSA has already initiated contact with EPA and arranged for discussion among its partners and contractors on the potential for the WIFIA program to accelerate investment at the Salton Sea by providing long-term, low-cost supplemental loans for projects at the Sea that address significant EPA national priorities. Successful application to this program would secure a significant federal partner and potentially match nonfederal investments at the Sea with a nearly equal share of federal investment (provided a secure means of repayment can be proven).

ACTION:

-) *Follow up consultation with EPA to refine original LOI for submittal in next round of funding.*

Federal/Local Government revenue sharing on Energy/ Mineral extraction

-) SSA supports the development of local resources provided there is appropriate compensation to the impacted communities, as called for in the SSA's Board-adopted Guiding Principles for Legislative Action.
-) SSA supports revenue sharing agreements that are mutually acceptable to all concerned, along with legislation that will enable such arrangements. Cooperative ventures between the federal government and the mineral rich counties in the Salton Sea region may offer opportunities to equitably address federal and local priorities with new resources.
-) SSA supports ***S. 32 (Feinstein) - California Desert Protection and Recreation Act of 2017*** and other similar legislation as it aligns with SSA goals to incorporate revenue sharing as part of Salton Sea revitalization funding strategy. S. 32 is currently in the Senate Committee on Energy and Natural Resources Subcommittee on Public Lands, Forests, and Mining.

ACTION:

-) *Monitor status of relevant legislation and provide appropriate advocacy.*

State Priorities

2014 State Water Bond (Proposition 1)

- J The SSA supports appropriation for Salton Sea projects remaining in the \$475 million provision related to state obligations in water right settlements, especially the Quantification Settlement Agreement (QSA).
- J The SSA will identify any additional unspent funds in Proposition 1 that may be re-allocated to SSMP projects at the Salton Sea, and provide appropriate advocacy for this action to occur.
- J In consultation and cooperation with the state (CNRA), the SSA will work to expedite plans and projects funded by the \$80.5 million allocated to the Salton Sea from Proposition 1 in 2016.

Pending State Bonds

- J The SSA supported legislative passage of ***SB-5 California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018***. SB-5 authorizes the issuance of \$4 billion in State General Obligation bonds to finance parks, water, climate adaptation, coastal protection, and outdoor access programs. This bond will be placed on the June 5th, 2018 statewide primary direct election. SB-5, if passed, will redirect unused/unclaimed bond funds from older bonds into programs in this bond, specifically \$200 million to be available to the Natural Resources Agency for implementation of voluntary agreements if certain state projects have not submitted on or before June 1, 2018.
- J Of note for the SSA this bond would specifically grant \$30 million to the Salton Sea Authority. Of this amount, not less than \$10 million shall be available for purposes consistent with the New River Water Quality, Public Health, and River Parkway Development Program. Also of note this bond would make available \$170 million to the Natural Resources Agency for restoration activities identified in the Salton Sea Management Program Phase I: 10-Year Plan.

ACTION:

- J *Build voter awareness regarding consideration of the Bond for the June 5th, 2018 statewide primary direct election.*
- J *Advocate re-assignment of funds potentially available from other unspent state bond sources.*

Renewable Energy Development

- J The SSA supports development of all renewable energy resources at the Salton Sea in order to provide potential revenue streams to help fund revitalization projects and activities.

-) SSA supports efforts to promote geothermal energy development in the Salton Sea Known Geothermal Resource Area (estimated to potentially generate 2,000 MW of carbon-free baseload power).
-) SSA supports policies that encourage recovery of valuable minerals in geothermal brine.

ACTION:

-) *Monitor bills that can drive progress on this issue.*

Regional Priorities

Financing initiatives

-) SSA supports local county-driven financing initiatives such as Public/Private Partnerships and Infrastructure Financing Districts (IFD) developed in consultation and coordination with the SSA and State in order to expedite mutually beneficial progress on the SSMP 10-Year and Long-Range plans.

Memorandum

To: Salton Sea Authority Board of Directors
From: Phil Rosentrater, GM/Executive Director
Date: December 7, 2017
Re: State Water Board - Notice of Wastewater Change Petition WW0093
CM No. VLA – 12-07-17

GENERAL:

SSA member agency CVWD, as a courtesy to SSA and its partner agencies, has provided notice of its petition (see attachment) for potential reuse of treated wastewater that may be discharged into the Whitewater or contributed to other uses. The SSA board may entertain discussion of this topic at its discretion.

Respectfully submitted,

Phil Rosentrater
GM/Executive Director



RECEIVED NOV 14 2017



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR ENVIRONMENTAL PROTECTION

State Water Resources Control Board

NOTICE OF WASTEWATER CHANGE PETITION WW0093

COUNTY: Riverside

STREAM SYSTEM: Whitewater River

The Coachella Valley Water District (District) has filed a wastewater change petition with the State Water Resources Control Board pursuant to Water Code section 1211. The petition seeks authorization to cease the discharge of treated wastewater from the District's Water Reclamation Plant No. 4 during all months of the year. Any correspondence directed to the Petitioner should be mailed to: Coachella Valley Water District, c/o Steve Bigley, Coachella Valley Water District, P.O. Box 1058, Coachella, CA 92236.

Summary of Wastewater Discharge and Proposed Change:

Source:	Water Reclamation Plant No. 4
Receiving Water:	Coachella Valley Stormwater Channel tributary to the Salton Sea
Point of Discharge:	<u>Present:</u> California Coordinate System, NAD 83, Zone 6, North 2,159,239 feet and East 6,601,171 US feet, being within SW¼ of NE¼, Section 2, T7S, R8E, SBB&M <u>Proposed:</u> No Change
Purpose of Use:	<u>Present:</u> None <u>Proposed:</u> Irrigation
Place of Use:	<u>Present:</u> None <u>Proposed:</u> Sections 20-22, 27-29 and 32-35, T6S, R8E Sections 2-5, 8-11, 13-16, 22-26 and 35-36, T7S, R8E Sections 1, 2, 12 and 13, T8S, R8E All within SBB&M

----- Average Rate of Discharge (million gallons per day) -----												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Present:	5.422	5.058	5.425	5.076	4.457	3.908	3.921	3.979	4.474	4.558	4.894	4.913
Proposed:	0	0	0	0	0	0	0	0	0	0	0	0
Change:	5.422	5.058	5.425	5.076	4.457	3.908	3.921	3.979	4.474	4.558	4.894	4.913

More information regarding this petition is available at:

http://www.waterboards.ca.gov/waterrights/water_issues/programs/applications/petitions/2017.shtml

Any interested person may file a written protest against this petition. (Wat. Code, § 1703.1.) Protest submittal information is available at:

http://www.waterboards.ca.gov/waterrights/water_issues/programs/applications/docs/protestsubmittalinfo.pdf

Protests must be received by the Division of Water Rights by **4:30 p.m. on December 11, 2017.**

If you require further assistance, please contact Mitchell Moody at (916) 341-5383 or by email at mitchell.moody@waterboards.ca.gov. Written correspondence should be addressed as follows: State Water Resources Control Board, Division of Water Rights, Attn: Mitchell Moody, P.O. Box 2000, Sacramento, CA 95812-2000.

Date of Notice: November 9, 2017

FELICIA MARCUS, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR



Staff Report

To: Salton Sea Authority Board of Directors
From: Phillip Johnson, Assistant Executive Director, SSA
Date: December 7, 2017
Re: Legislative Update
CM No. VII.B – 12/07/2017

Staff members from agencies of the Salton Sea Authority are coordinating a unified response to threats and opportunities in the legislative arena at both the state and federal levels.

SSA and its member agencies jointly engaged in the following activities to drive legislative and policy initiatives supported by the Salton Sea Authority Board of Directors:

California Senate/Assembly Bill Summaries

SB-5 (De Leon) California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018.

SSA Position: SUPPORT

Status: Enrolled Sept. 16, 2017. Signed by the Governor on October 15th, 2017. Chaptered by Secretary of State. Chapter 852, Statutes of 2017.

SB 5 would authorize the issuance of \$4 billion in State General Obligation bonds to finance parks, water, climate adaptation, coastal protection, and outdoor access programs. This bond would be placed on the June 5, 2018 statewide primary direct election.

The main funding categories for the bond are as follows: 1) safe neighborhood parks in park-poor communities; 2) local and regional parks; 3) state parks, with a focus on deferred maintenance in existing parks; 4) trails and waterfront access; 5) rural

community recreational needs; 6) river parkways; 7) state conservancies and regions not covered by conservancies; and 8) habitat needs, including wildlife corridors, climate change adaptation, and healthy soils and forests.

Of note for the SSA this bond would specifically grant \$30 million to the Salton Sea Authority. Of this amount, not less than \$10 million shall be available for purposes consistent with the New River Water Quality, Public Health, and River Parkway Development Program.

This bond also grants \$170 million to the California Natural Resources Agency for restoration activities identified in the Salton Sea Management Program Phase 1: 10-Year Plan.

SB-701 (Hueso) State Resources Obligations Act of 2018

SSA Position: SUPPORT

Status: Placed on APPR. suspense file. Held in committee and under submission on Sept. 1, 2017.

SB 701 would advance a state general obligation bond for the 2018 primary or general election ballot to fulfill the state's resources settlement obligations in a variety of conflicted areas throughout the state, including Salton Sea restoration and QSA implementation.

If the Salton Sea Obligations Act of 2018 is approved by the voters that would authorize the issuance of bonds in the amount of \$500 million pursuant to the State General Obligation Bond Law to finance a program to comply with specified state obligations relating to the Salton Sea.

SB-615 (Hueso) Salton Sea restoration

SSA Position: Staff Recommends SUPPORT

Status: Enrolled Sept. 13, 2017. Signed by the Governor on October 15th, 2017. Chaptered by Secretary of State. Chapter 859, Statutes of 2017.

SB 615 would specify that no barrier in the Salton Sea within or below the minus 220 foot contour based on the North American Vertical Datum of 1988 shall be considered a dam and would provide that the construction of facilities to separate fresh water from highly saline water for the purposes of implementing restoration activities pursuant to the act shall not be subject to review, approval, inspection, or fees associated with

certain laws relating to dams and reservoirs.

This bill would also name the state's comprehensive management plan for the Salton Sea the "John J. Benoit Salton Sea Restoration Plan," and would recognize the State Water Resources Control Board's role in the restoration of the Salton Sea, and the Legislature further recognizes that timely implementation of a 10-year plan for a smaller but sustainable Salton Sea is best served and effectuated through the State Water Resources Control Board's continuing jurisdiction over this evolving subject matter and its attendant restoration efforts.

AB-18 (Garcia) California Clean Water, Climate, Coastal Protection and Outdoor Access for All Act of 2018.

SSA Position: SUPPORT

Status: Re-referred to Com. on APPR on September 1, 2017.

AB 18 would authorize the issuance of \$3.47 billion in State General Obligation bonds to finance parks, water, climate adaptation, coastal protection, and outdoor access programs. This bond would be placed on the June 5, 2018 statewide primary direct election.

The main funding categories for the bond are as follows: 1) safe neighborhood parks in park-poor communities; 2) local and regional parks; 3) state parks, with a focus on deferred maintenance in existing parks; 4) trails and waterfront access; 5) rural community recreational needs; 6) river parkways; 7) state conservancies and regions not covered by conservancies; and 8) habitat needs, including wildlife corridors, climate change adaptation, and healthy soils and forests.

Of note for the SSA this bond would specifically grant \$300 million to the Salton Sea Authority. Of this amount, not less than \$20 million shall be available for purposes consistent with the New River Water Quality, Public Health, and River Parkway Development Program. This funding provides the basis for the SSA Board of Directors to support AB-18.

The Senate bill version, SB-5 California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 introduced by Senator De León of note grants \$30 million to the Salton Sea Authority and \$170 million to the California Natural Resources for California Natural Resources Agency for restoration activities identified in the Salton Sea Management Program Phase I: 10-Year Plan.

AB-920 (Aguiar-Curry) Electricity: integrated resource plans.

SSA Position: Watch

Status: Referred to APPR. suspense file. In committee: Held under submission on Sept. 1, 2017

AB 920 mandates that the CPUC, when reviewing each load-serving entity's integrated resource plan, to evaluate the mix of resources in the load-serving entity's total resource and renewable resource portfolios to ensure balanced portfolios with an appropriate mix of renewable capacity, including peaking, dispatchable, baseload, firm, and as-available capacity and would require the CPUC to assess the need for, and benefits of, existing and new renewable baseload generation and consider whether to establish procurement requirements for renewable baseload generation.

AB 920 would require the governing board, when reviewing the local publicly owned electric utility's integrated resource plan, to evaluate the mix of resources in the utility's total resource and renewable resource portfolios to ensure balanced portfolios with an appropriate mix of renewable capacity, including peaking, dispatchable, baseload, firm, and as-available capacity and would require the governing board to assess the need for, and benefits of, existing and new renewable baseload generation and consider whether to establish procurement requirements for renewable baseload generation for the utility. By placing additional requirements upon local publicly owned electric utilities, the bill would impose a state mandated local program.

Federal Bill Summaries

S-32 (Feinstein) - California Desert Protection and Recreation Act of 2017

SSA Position: Staff Recommends SUPPORT

Status: Introduced to the Senate on Jan. 5, 2017. Read twice and referred to the committee on Energy and Natural Resources on Jan. 5, 2017. Committee on Energy and Natural Resources Subcommittee on Public Lands, Forests, and Mining. Hearings held on July 26, 2017.

Of note for the SSA the "disposition of revenues" section has remained the same as in S. 2568, the previous year's bill concerning this issue. The specifics that affect SSA and

“of note” this only applies to the development of wind or solar energy land managed by the BLM are as follows:

- 25% of the payments go to counties involved.
- 35% of the payments go to “Renewable Energy Resource Conservation Fund” which is managed by the Secretary of the Interior.
- Areas that are eligible for such “funds” that are of note for the SSA are ones around wind or solar development areas that need restoring and protecting such as: wildlife habitat, wildlife corridors, and water resources.

With the “disposition of revenues” section in mind the SSA should support S-32 going forward.

H.R.434 - New Water Available To Every Reclamation State Act

SSA Position: Staff Recommends SUPPORT

Status: Introduced to the House, referred to the House Committee on Natural Resources on Jan. 11, 2017. Referred to the Subcommittee on Water, Power and Oceans on Feb. 7, 2017.

This bill authorizes the Department of the Interior, for 15 years after this bill’s enactment, to provide financial assistance, such as secured loans or loan guarantees, to entities that contract under federal reclamation law to carry out water projects within the 17 western states served by the Bureau of Reclamation, other states where the Bureau is authorized to provide project assistance, Alaska, and Hawaii. Projects eligible for assistance include:

- non-federal water infrastructure projects that would contribute to a safe, adequate water supply for domestic, agricultural, environmental, or municipal and industrial use;
- projects for enhanced energy efficiency in the operation of a water system;
- projects for accelerated repair and replacement of aging water distribution facilities;
- brackish or sea water desalination projects; and
- The acquisition of real property or an interest therein for water storage, reclaimed or recycled water, or wastewater that is integral to such a project.
- Eligible project costs must be reasonably anticipated to be at least \$20 million.

The total amount of federal assistance for a project shall not exceed 80% of its total cost.

Interior shall establish: (1) a repayment schedule for each secured loan based on the useful life of the project, and (2) a uniform system to service the federal credit instruments made available under this bill.

Terminology Reference

Chaptered - After a bill has been signed by the Governor, the Secretary of State assigns the bill a Chapter Number, for example, "Chapter 123, Statutes of 1998," which subsequently may be used to refer to the measure.

Held under submission - action taken by a committee when a bill is heard in committee and there is an indication that the author and the committee members want to work on or discuss the bill further, but there is no motion for the bill to progress out of committee. This does not preclude the bill from being set for another hearing.

Inactive file - The portion of the Daily File containing legislation that is ready for floor consideration, but, for a variety of reasons, is dormant. An author may move a bill to the inactive file if he or she wishes to take it up at a later date. Once a bill is on the inactive file, one day's public notice is needed to place it back on the agenda.

Suspense File - A bill or set of bills, with a fiscal impact, set aside in Appropriations committee by a majority of Members present and voting. These bills may be heard at a later hearing.