



AGENDA: **BOARD OF DIRECTORS MEETING**
DATE: **Thursday, March 23, 2023**
10:00 a.m.
LOCATION: **County of Imperial Board of Supervisors Chamber**
940 West Main Street, Suite 211
El Centro, CA 92243

The following Directors will be attending via video/teleconference from:

SSA Director Yxstian Gutierrez
County Administrative Center
4080 Lemon Street, 5th floor
Conference Room D
Riverside, CA 92501
Ph: (951) 955-9500

SSA Director V. Manuel Perez
Riverside County District 4 Office
73710 Fred Waring Drive
Suite 222
Palm Desert, CA 92260
Ph: (760) 863-8211

SSA Vice-Chair Altrena Santillanes
Torres Martinez Desert Cahuilla Indians
66725 Martinez Road
Thermal, CA 92274
760-397-0300

*The meeting can be viewed live at 10:00 a.m. March 23. Please see the meeting login information at SaltonSea.com/meetings, or access www.zoom.us, click "Join Meeting," and enter **Webinar ID 883 8558 1509** and **Passcode 446431**.*

I. CALL TO ORDER

PLEDGE OF ALLEGIANCE
ROLL CALL

A copy of the agenda and supplemental materials will be available for viewing or download at: saltonsea.com/meetings

II. PUBLIC COMMENTS

This Public Comments time is reserved for comments on any agenda item that is not included under Section V or on matters not on the agenda.

*Any member of the public may address the Board relating to any matter within the Authority's jurisdiction and are invited to speak to any **Section V Item** listed in the agenda at the time it is called; all other agenda items should be addressed during this **general public comment period**. California law prohibits members of the Board from taking action on matters not on the agenda.*

***Remarks shall be limited to a maximum of three (3) minutes.**
Public comment may be delivered **verbally** during the meeting.
Via Zoom: use Zoom's "raised hand" feature, or by phone press *9 to be acknowledged.
When you speak, state your name for the record prior to providing your comments.
Please address the board, through the Chairman. You may also email your comments in advance to info@saltonsea.com (include in your subject line "Public Comment, 3/23/2023 SSA board meeting.") Hand-delivered comments should be placed in an envelope addressed to "Board Secretary, Salton Sea Authority," delivered to 82995*

Highway 111, Suite 200, Indio, California, and left with the attending security officer by noon Wednesday, March 22, 2023. All written comments should include your name, address (addresses will be redacted), and whether it is for general public comment or a specific agenda item (number and topic). Comments received in writing, either by email or written, will be distributed to the Board, posted on the Salton Sea Authority website for public review and, if received before noon on Wednesday, March 22, will be acknowledged during public comments. Written comments will not be read aloud into the public record.

III. BOARD MEMBER COMMENTS

This is a time set aside for members of the Board to share their thoughts and concerns regarding general Authority matters not on the agenda, ask questions of staff, and request that items be added to an agenda at a later date.

The Brown Act expressly prohibits lengthy Board Member discussion of matters not on the agenda. The Board may at its discretion (by 4/5 vote) add items deemed to be an emergency to the agenda in order to engage in public discourse.

IV. SPECIAL PRESENTATIONS AND RECOGNITIONS

- A. Current research regarding microbial toxins at the Salton Sea and recommendation for an effective epidemiological study. – Dr. David Lo, Senior Associate Dean for Research at the University of California, Riverside School of Medicine, and a Distinguished Professor in the Division of Biomedical Sciences.

V. ITEMS FOR BOARD DISCUSSION AND POSSIBLE ACTION

- A. CONSENT CALENDAR – Approve, Receive, and File
 - 1. Minutes of Salton Sea Authority Board Meeting February 23, 2023
 - 2. Salton Sea Authority Warrant Register Ratification for 2/1/2023 - 2/28/2023
 - 3. Salton Sea Authority Internal Financial Report for: 1/1/2023 – 1/31/2023
 - 4. Final executed “Agreement for the provision of non-tributary water to the Salton Sea Authority and Torres Martinez Desert Cahuilla Indians through a public private partnership” – Acknowledge, Receive, and File
- B. Guiding Documents – Review of Salton Sea Authority organizing documents (as amended) and legislation which informs and directs the work of the Authority – G. Patrick O’Dowd, Executive Director/General Manager
- C. Oversight and Analysis – Discussion regarding proper role of Authority in assessing and mitigating risks to public health and economic impacts associated with changing conditions at the Salton Sea – G. Patrick O’Dowd Executive Director/General Manager

VI. REPORTS

A. Federal

1. Federal Activities – Lisa Moore Lehman, Partner, Cultivating Conservation
2. US Bureau of Reclamation – Jeremy Brooks

B. State

1. State Advocacy Report – Oracio Gonzalez, Principal, Ollin Strategies
2. State of California – Mr. Miguel Hernandez, Public Affairs Officer, California Natural Resources Agency (In Person)
3. Salton Sea State Recreation Area Update on Activities – Steve Quartieri, District Superintendent, California State Parks

C. Local

1. Salton Sea Action Committee (SSAC) – Alan Pace, SSAC President

D. Executive Director’s Report and Comments

1. G. Patrick O’Dowd, Executive Director/GM, Salton Sea Authority

VII. ADJOURNMENT

NEXT MEETING TIME & LOCATION:

The Salton Sea Authority board meeting will be held:

Thursday, April 27, 2023, at 10:00 a.m.

Coachella Valley Water District

75515 Hovley Lane East

Palm Desert, CA 92260

(760) 398-2651

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
February 23, 2023

I. CALL TO ORDER

The regularly scheduled meeting of the Salton Sea Authority (“Authority”) Board of Directors (“Board”) was called to order by Luis A. Plancarte, President, at 10:00 a.m., February 23, 2023, at Coachella Valley Water District, and via Zoom Webinar.

PLEDGE OF ALLEGIANCE Led by Director Aguilar

ROLL CALL:

DIRECTORS PRESENT ON SITE

Luis A. Plancarte, President
Altrena Santillanes, Vice President
Cástulo R. Estrada, Secretary
John Aguilar, Director

AGENCY

Imperial County
Torres Martinez Desert Cahuilla Indians
Coachella Valley Water District
County of Riverside

DIRECTORS PRESENT VIA ZOOM

Thomas Tortez, Director
Alex Cárdenas, Treasurer
Gina N. Dockstader, Director
V. Manuel Perez, Director

AGENCY

Torres Martinez Desert Cahuilla Indians
Imperial Irrigation District
Imperial Irrigation District
Riverside County

DIRECTORS ABSENT

Yxstian Gutierrez, Director
Ryan Kelley, Director

AGENCY

County of Riverside
County of Imperial

SALTON SEA AUTHORITY STAFF PRESENT

G. Patrick O’Dowd, Executive Director/GM (in person)
Carlos Campos, Best Best & Krieger, Legal Counsel (Via Zoom)
Bob Hargreaves, Best Best & Krieger, Legal Counsel (in person)

*(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.)*

MEMBERS OF THE PUBLIC PRESENT

On site: Pat Cooper, County of Riverside; William Patterson, CVWD; Nikola Lakic; Lee Hernandez of IID; Claudia Lopez, Chuck Tobin of Burrtec; and Lisa Bravata of Salton Sea Authority.

Via Zoom: Miguel Hernandez of CNRA; Ruben Garcia of Asm. E. Garcia's office; Lisa Moore of Cultivating Conservation; Oracio Gonzalez of Ollin Strategies; Carlos Campos of BB&K; Kristi Even of Eide Bailly and 11 others.

II. PUBLIC COMMENTS

Comments in person by Eric Reyes, Greg Wilkinson, Nikola Lakic.

III. BOARD MEMBER COMMENTS

President Plancarte, Treasurer Cardenas, Secretary Estrada; Directors, Perez, Aguilar and Tortez shared their comments. Treasurer Cardenas requested that Staff contact Secretary Crowfoot regarding the open Assistant Secretary for Salton Sea Policy position and the plan to fill it.

IV. SPECIAL PRESENTATION

A. Introduction to Salinity Webinar, focused on gaining an understanding of the amount and chemistry and fate of the salts entering the Salton Sea - Michael Cohen, Pacific Institute. Webinar scheduled for Thursday, February 23 at 12pm.
Michael Cohen gave a short presentation on the upcoming Salinity Webinar.

V. ITEMS FOR BOARD DISCUSSION AND POSSIBLE ACTION

- A. CONSENT CALENDAR – Approve, Receive, and File
1. AB 361 Remote Meeting Authorization for January 26, 2023
 2. Minutes of Salton Sea Authority Board Meeting January 26, 2023
 3. Salton Sea Authority Warrant Register Ratification for November 2022
 4. Salton Sea Authority Internal Financial Report for: 7/01/2022 – 11/30/2022

On motion by Perez and second by Santillanes, The Board approved the Consent Calendar to be received and filed. Unanimously approved by the following vote:

AYES: Directors Plancarte, Cardenas, Santillanes, Estrada, Aguilar, Tortez and Perez.

NOES: None

ABSENT: Directors, Dockstader, Kelley and Gutierrez.

ABSTAINED: Director Aguilar.

MOTION PASSED: - 7-0

- A. Community Engagement and Outreach – Presentations by California Natural Resources Agency and Community Based Organizations. Discussion of best practices in reaching all stakeholders of the region in anticipation of future efforts, including the US Army Corps of Engineers Feasibility Study.

Miguel Hernandez, CNRA Mr. Rodriguez, KDI, and Sylvia Paz provided a range of perspectives on the subject.

Secretary Estrada, and Director’s Perez and Aguilar commented.

- B. Continued Discussion regarding Colorado River conservation measures and measuring impacts. – G. Patrick O’Dowd, Executive Director

Executive Director G. Patrick O’Dowd opened the conversation.

Secretary Estrada, Lisa Moore-Lehman of Cultivating Conservation, Treasurer Cardenas and Director Tortez commented.

VI. REPORTS

A. Federal

1. Federal Activities

Lisa Moore Lehman of Cultivating Conservation provided a written report on Federal matters.

2. US Bureau of Reclamation – No Report

B. State

1. State Advocacy Report

Oracio Gonzalez, Principal of Ollin Strategies, provided an update on State issues.

2. State of California

Miguel Hernandez, Public Affairs Officer, California Natural Resources Agency, provided an update on the New River diversion and SCH.

3. Salton Sea State Recreation Area (SSSRA) – No Report

C. Local

1. Salton Sea Action Committee (SSAC) – Due to technical difficulties, SSA, Executive Director G. Patrick O’Dowd recommended that Josh Nickerson, V.P. of the SSAC submit their comments in writing.

D. Executive Director’s Report and Comments

1. Executive Director G. Patrick O’Dowd gave a brief update. The SSA is working to secure a venue for an Outreach meeting at Desert Shores along with the County of Riverside who is also working on setting a date for an Outreach meeting at the NLDP. Also discussed AB 361

VII. ADJOURNMENT

Board President Plancarte adjourned the meeting at 12:00 p.m.

NEXT BOARD MEETING TIME & LOCATION:

The regularly-scheduled meeting will be held

Thursday, March 23, 2023, at 10:00 a.m.

Imperial County BOS Chamber
940 W Main Street
El Centro, CA 92243
(442) 265-1020

Checking Account Activity

February 1, 2023 through February 28, 2023



Warrant Date	Warrant Number	Vendor Name	Amount
Beginning Cash			\$ 208,744.43
02/13/2023	EFT	Pacific Western Bank	(2,158.02)
02/15/2023	EFT	Mechanics Bank	(216.57)
02/15/2023	EFT	Pacific Western Bank	(35.00)
02/19/2023	EFT	Verizon Wireless	(49.55)
02/21/2023	1416	ACWA	(380.00)
02/21/2023	1417	Best, Best & Krieger	(2,377.50)
02/21/2023	1418	Bravata, Lisa	(177.51)
02/21/2023	1419	CalMutuals	(100.00)
02/21/2023	1420	Cultivating Conservation	(7,350.00)
02/21/2023	1421	Eide Bailly LLP	(7,174.00)
02/21/2023	1422	O'Dowd, G.Patrick	(588.19)
02/21/2023	1423	OfficeTeam	(5,577.60)
02/21/2023	1424	Ollin Strategies	(7,000.00)
02/21/2023	1425	SystemGo IT LLC	(679.00)
02/15/2023	Deposit	Pitney Bowes- Refund on closed account	793.10
Net Activity			(33,069.84)
Ending Cash			\$ 175,674.59



Salton Sea Authority

Profit & Loss Budget to Actual

General Fund (Unaudited)

Year to Date through January 31, 2023

	A	B	C	D	C / D	C - D
	December 2022	January 2023	YTD	Budget FY 23	YTD Target 58%	\$ Variance
1 REVENUE						
2 Local Government / Member Assessments	\$ 200,000	\$ -	\$ 810,000	\$ 800,000	101%	\$ 10,000
3 Other Federal / State / Local Reimbursements	360	-	360	250,000	0%	(249,640)
4 State Grant, Reimbursement to General Fund	11,588	-	27,582	110,000	25%	(82,418)
5 County Cash Interest Revenue/(Expense)	-	-	-	-	N/A	-
6 TOTAL REVENUE	211,948	-	837,942	1,160,000	72%	(322,058)
7 EXPENSES						
8 SSA Administration						
9 Salaries & Benefits						
10 Total Salaries	19,637	19,870	144,999	270,600	54%	(125,601)
11 Total Employee Benefits	10,447	11,861	85,489	135,300	63%	(49,811)
12 Total Salaries & Benefits	30,084	31,731	230,488	405,900	57%	(175,412)
13 Contract / Professional Services						
14 DC Advocates	9,107	7,350	53,207	88,200	60%	(34,993)
15 Sacramento Advocates	7,000	7,000	49,000	84,000	58%	(35,000)
16 Grant Administration	8,242	7,968	54,725	100,000	55%	(45,275)
17 Community Outreach Initiative	15,000	28,833	43,833	-	N/A	43,833
18 Attorney - General	5,738	5,072	31,279	50,000	63%	(18,721)
19 Audit & Accounting	1,696	7,174	43,089	75,000	57%	(31,911)
20 Total Contract / Professional Services	46,782	63,397	275,132	397,200	69%	(122,068)
21 Equipment / IT Maintenance	679	679	5,166	8,700	59%	(3,535)
22 Technical Support	-	-	600	-	N/A	600
23 Insurance	877	877	6,142	10,500	58%	(4,358)
24 Office Expense/Operating Supplies	2,126	1,983	9,053	8,300	109%	753
25 Office Expense/Online Services	189	375	1,938	3,300	59%	(1,362)
26 Dues, Subscriptions	633	1,603	5,815	14,200	41%	(8,385)
27 Travel/Mileage	2,395	2,470	18,219	40,000	46%	(21,781)
28 TOTAL EXPENSES	83,766	103,116	552,553	888,100	62%	(335,547)
29 NET INCOME / (LOSS)	\$ 128,182	\$ (103,116)	\$ 285,388	\$ 271,900	105%	\$ 13,488

*No assurance is provided on these financial statements. The financial statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the U.S. are not included.



Salton Sea Authority
Profit & Loss Budget to Actual
DWR - Proposition 68 Grant (Unaudited)
 Year to Date through January 31, 2023

	A	B	C	D	C / D	C - D
	December 2022	January 2023	YTD	Budget FY 23	YTD Target 58%	\$ Variance
1 REVENUE						
2 State of California Grant (Prop 68)	\$ 14,616	\$ -	\$ 38,558	\$ 2,200,000	2%	\$ (2,161,442)
3 TOTAL REVENUE	14,616	-	38,558	2,200,000	2%	\$ (2,161,442)
4 EXPENSES						
5 Salton Sea Authority Salaries	8,078	-	17,302	110,000	16%	(92,698)
6 Riverside County Salaries	1,044	-	2,803	-	0%	2,803
7 Contractors	5,065	-	17,909	2,090,000	1%	(2,072,091)
8 Audit & Accounting	430	-	544	-	N/A	544
9 TOTAL EXPENSES	14,616	-	38,558	2,200,000	2%	(2,161,442)
10 NET INCOME / (LOSS)	\$ -	\$ -	\$ -	\$ -		\$ -

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Salton Sea Authority Profit & Loss Budget to Actual BOR -DSR (Unaudited)

Year to Date through January 31, 2023

	A	B	C	D	C / D	C - D
	December 2022	January 2023	YTD	Budget FY 23	YTD Target 58%	\$ Variance
1 REVENUE						
2 Bureau of Reclamation Grant	\$ 3,273	\$ -	\$ 18,312	\$ -	N/A	\$ 18,312
3 TOTAL REVENUE	3,273	-	18,312	-	N/A	\$ 18,312
4 EXPENSES						
5 Salton Sea Authority Salaries	3,080	-	7,058	-	N/A	7,058
6 Contractors	193	-	8,577	-	N/A	8,577
7 Legal Expenses	-	-	2,677	-	N/A	2,677
8 TOTAL EXPENSES	3,273	-	18,312	-	N/A	18,312
9 NET INCOME / (LOSS)	\$ -	\$ -	\$ -	\$ -		\$ -

*No assurance is provided on these financial statements. The financial statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the U.S. are not included.



Salton Sea Authority

Balance Sheet

(Unaudited)

As of January 31, 2023

	General Fund	BOR-DSR	Fish Clean Up	DWR - Prop 68 Grant	TOTAL
1 ASSETS					
2 Checking/Savings	\$ 171,956	\$ -	\$ 20,991	\$ -	\$ 192,948
3 Accounts Receivable	-	-	-	-	-
4 Other Current Assets					
5 Due from Grant Funds	19,610	-	-	-	19,610
6 Prepaid Items	9,115	-	-	-	9,115
7 Grant Receivable	-	3,273	-	49,923	53,195
8 Total Other Current Assets	28,725	3,273	-	49,923	81,920
9 TOTAL ASSETS	200,681	3,273	20,991	49,923	274,868
10 LIABILITIES & FUND BALANCE					
Liabilities					
11 Accounts Payable	21,045	-	-	-	21,045
12 Credit Cards	2,498	-	-	-	2,498
13 Other Current Liabilities					
14 Accrued Expenditures	29,296	-	-	-	29,296
15 Deferred Revenue	-	-	-	-	-
16 Accrued Payroll	15,548	-	-	-	15,548
17 Due to Other Funds	-	3,080	-	16,530	19,610
18 Due to Imperial County	-	193	-	-	193
19 Due to Rivco- DWR	-	-	-	33,392	33,392
20 Accrued Vacation	39,316	-	-	-	39,316
21 Total Other Current Liabilities	84,159	3,273	-	49,923	137,354
22 Total Liabilities	107,702	3,273	-	49,923	160,897
23 Fund Balance	92,980	-	20,991	-	113,971
24 TOTAL LIABILITIES & FUND BALANCE	\$ 200,681	\$ 3,273	\$ 20,991	\$ 49,923	\$ 274,868

*No assurance is provided on these financial statements. The financial statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the U.S. are not included.

Memorandum

To: Salton Sea Authority Board of Directors
From: G. Patrick O'Dowd, Executive Director / General Manager
Date: March 23, 2023
Re: Agreement for the provision of non-tributary water to the Salton Sea Authority and Torres Martinez Desert Cahuilla Indians through a public private partnership

Item No: V.A.4

GENERAL:

On May 26, 2022, this Board approved a letter of intent re: provision for non-tributary Colorado River Water to Torres Martinez Desert Cahuilla Indians and the Salton Sea Authority through a Public Private Partnership. Under this cover you will find the final agreement culminating that transaction, which is identical in all material respects to the originally approved agreement therefor. It has already approved by CVWD and reviewed by the Salton Sea Authority Executive Committee and, as is customary, has been signed by the Salton Sea Authority Executive Director.

RECOMMENDATION:

The Salton Sea Authority Staff recommends that the Salton Sea Authority Board acknowledge the signing of this agreement, receive this document and file it for historical record.

**AGREEMENT FOR THE PROVISION OF NON-TRIBUTARY WATER TO THE
SALTON SEA AUTHORITY AND TORRES MARTINEZ DESERT CAHUILLA
INDIANS THROUGH A PUBLIC PRIVATE PARTNERSHIP**

This Agreement for the Provision of Non-Tributary Water (this “**Agreement**”), dated as of March _____, 2023 is entered into by and among the **Salton Sea Authority**, a California joint powers authority (“**Authority**”), the **Torres Martinez Desert Cahuilla Indians**, a federally recognized Native American tribe (“**Torres Martinez**” or “**TMDCI**”), **Cadiz, Inc.**, a public company and its wholly-owned subsidiary, **Fenner Valley Mutual Water Company**, a California Mutual Water Company (collectively “**Cadiz**”), and the **Coachella Valley Water District**, a County Water District (“**CVWD**”) (each a “**Party**” and together the “**Parties**”). Capitalized terms used in this Agreement have the meanings given to such terms herein.

RECITALS

WHEREAS, the Salton Sea, California’s largest lake, occupies approximately 370 square miles in Imperial and Riverside counties in southeastern California and is sustained primarily by agricultural drainage flows from roughly 600,000 acres of farmland. Since the early 2000s, inflows to the Salton Sea have been significantly affected by voluntary water conservation efforts intended to benefit the nation’s water supply security;

WHEREAS, the Salton Sea and federal Colorado River management operations are intertwined with extended drought conditions on the Colorado River and management of water supply reservoirs having direct, adverse impacts on the Salton Sea including a reduction of inflow to the Sea and increases in toxic dust from exposed Salton Sea playas surrounding it;

WHEREAS, long-term deliveries of Colorado River water are being threatened with significant curtailment without corresponding commitments to protect the Salton Sea against exposed Salton Sea playa that may total as much as 100,000 acres in the future due to drought, conservation agreements and regulatory actions;

WHEREAS, the Salton Sea Authority is a Joint Powers Authority established under California law in 1993 to protect public health, the environment and economic vitality of the Salton Sea and the surrounding region, comprised of the Torres Martinez Desert Cahuilla Indian Tribe, Coachella Valley Water District, Imperial County, Imperial Irrigation District, and Riverside County; The Authority desires to acquire new high-quality water from sources of supply that are non-tributary to the Colorado River (“**non-tributary**”) in support of its objective of attaining a sustainable Salton Sea;

WHEREAS, the TMDCI’s reservation is comprised of 24,000 acres, approximately in and around the Salton Sea and the Tribe has a unique interest in protecting its aboriginal homeland. TMDCI has also identified a need for supplemental water to satisfy existing health and sanitation needs including but not limited to suppression of fugitive dust, to support economic development and tribal self-sufficiency, and to mitigate water quality impairment of local groundwater wells used for domestic use;

March 6, 2023

WHEREAS, Cadiz holds certain water, water rights and storage rights in trust for the benefit of its shareholders, including the right to extract up to 2.5 million acre-feet of groundwater and to apply it for beneficial use on 35,000 acres of land in eastern Mojave Desert and generally within Southern California under a public private partnership with the Santa Margarita Water District (“**SMWD**”) and in accordance with terms and conditions established by the County of San Bernardino (“**County**”) and desires to make non-tributary supplemental water available to CVWD without cost at specified points of delivery as may be agreed upon for the benefit of Torres Martinez and the Authority; and

WHEREAS, a Final Environmental Impact Report (“**FEIR**”) for a water conservation project (“**Cadiz Water Project**”) was certified, and pursuant to authorizations issued by the County when fully implemented, it will provide a firm water supply of 50,000 AFY for a period of fifty (50) years, and up to one million acre-feet of storage, using a proposed 43-mile pipeline to be constructed to convey water supply into the Colorado River Aqueduct (“**CRA**”) and an existing 220-Mile Pipeline (“**Northern Pipeline**”) that runs northwesterly from Cadiz and crosses the Los Angeles Aqueduct and State Water Project (“**SWP**”) facilities.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEDICATION AND PROVISION OF WATER

1.1 Offer of Dedication. Cadiz shall irrevocably dedicate its interest in 5,000 AFY of groundwater that may be appropriated by the Cadiz Water Project pursuant to the terms and conditions previously established by the County, for beneficial use by Torres Martinez and the Authority at no cost. This dedication will include up to 1,500 AFY to Torres Martinez and up to 3,500 AFY to the Authority for beneficial use as may be determined in their individual discretion. Cadiz may meet up to 500 AFY of this obligation by installing alternative reasonable and feasible technology that causes water quality standards at Torres Martinez groundwater wells to meet all California Drinking Water Standards for domestic use. The entirety of these actions in support of the dedication will be at the sole cost and expense of Cadiz and at no cost to Torres Martinez and the Authority.

1.2 Completion of Dedication. Cadiz’s dedication will be deemed complete each year when, in its discretion, it makes supplemental water available to CVWD for conveyance at one of two designated points of delivery: (i) the CRA or (ii) the SWP south of the San Francisco/San Joaquin Bay Delta. The quality of the supplemental water will be consistent with the receiving waters at the point of delivery and otherwise as specified by CVWD and further subject to CVWD’s terms and conditions on acceptance. Neither Torres Martinez nor the Authority will incur any cost from Cadiz making supplemental water available to them at the designated points of delivery. Arranging for the acceptance and conveyance of supplemental water into and via the State Water Project and the Colorado River Aqueduct shall be the sole responsibility of Cadiz. This Agreement shall not be construed to require CVWD to assume responsibility for the conveyance, storage or exchange of non-tributary supplemental water for

March 6, 2023

beneficial uses within CVWD, including Torres Martinez and the Authority or to receive the dedicated supplemental water in a manner that will result in harm to CVWD.

1.3 Additional Supplemental Water. In addition to the supplemental water dedicated to Torres-Martinez and the Authority described herein, within one year of the mutual execution of this Agreement, Cadiz will establish a program to make available additional supplemental water for disadvantaged and severely disadvantaged communities in California. Cadiz will exercise good faith in exploring additional opportunities whereby this supplemental non-tributary groundwater appropriated by the Cadiz Water Project may be provided for the direct benefit of disadvantaged communities in the Coachella Valley, via exchange for Colorado River water, to retail public water suppliers with the consent of CVWD. Supplemental water delivered for the express benefit of disadvantaged communities will be provided by Cadiz at price no greater than the actual cost incurred by Cadiz. For the purposes of this Agreement, “actual cost” is defined as the full cost of extracting and transporting the water to the agreed point of delivery.

ARTICLE 2 CONVEYANCE FACILITY FUNDING

2.1 Main Extension. Cadiz shall provide or arrange up to five million dollars (\$5,000,000) in non-reimbursable funding to assist the extension of CVWD conveyance facilities to the place of use at the location designated by Torres Martinez consistent with CVWD design, environmental review, planning and engineering requirements. This funding also may be used by Torres Martinez or its designee in connection with any matching grant and State and Federal infrastructure program.

ARTICLE 3 TURN-BACK OF SUPPLEMENTAL WATER

3.1 Turn Back Option. Torres Martinez and/or the Authority, may, in their reasonable discretion, determine that they would seek to make a portion of the dedicated supplemental water available for alternative beneficial uses (“**Turn-Back**”). In such case, Torres Martinez and the Authority must provide reasonable notice to Cadiz and tender the unused quantity of Turn-Back for offering to third parties, in an amount of up to 1,500 AFY for Torres Martinez and up to 3,500 AFY for the Authority. Upon receipt of the notice, Cadiz will exercise good faith and best efforts to offer and market the Turn-Back to third parties. The proceeds of any transaction for Turn-Back to be tendered to Torres Martinez or the Authority will be the net proceeds after subtracting (i) the incremental costs incurred by Cadiz in completing the transaction, plus 10% and (ii) for Torres Martinez, the annual operations and maintenance costs of groundwater well-head treatment, if any; and for the Authority, actual costs incurred as defined in Section 1.3 above.

ARTICLE 4 GENERAL PROVISIONS

4.1 Conditions Precedent. The Parties’ obligations are subject to negotiating and entering into mutually acceptable agreements with the appropriate parties. In addition, other than

March 6, 2023

as set forth in Section 4.2 below, the obligations set forth herein are subject to the following express conditions precedent: (i) compliance with all state and federal applicable laws, including but not limited to the California Environmental Quality Act, the National Environmental Policy Act; (ii) the delivery of non-tributary water into the CRA via the 43-Mile proposed pipeline; and (iii) the delivery of water from Cadiz for beneficial use in California via the 220-Mile Northern Pipeline.

4.2 Good Faith. The Parties will exercise good faith to fulfill the purpose and intent of this Agreement and public private partnership through each of the identified actions. Specifically, they will coordinate their efforts to comply with all applicable law and to implement the Agreement to deliver water to Torres Martinez and the Authority. Cadiz will cause an investigation and analysis of the Torres Martinez groundwater wells and make a recommendation as to whether a reasonably feasible treatment option is available and if so, make a good faith proposal on an implementation strategy. If agreed upon by Torres Martinez, Cadiz will implement the identified groundwater treatment strategy

4.3 Dispute Resolution. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the Party claiming a dispute shall give the other Party or Parties to the dispute reasonable written notice of said dispute and the parties to the dispute shall meet to attempt to resolve the dispute using the services of a mutually agreed upon mediator. The initial mediation shall take place within thirty (30) days of the date of the written notice of the existence of the dispute. The mediator shall be a retired judge or an attorney with significant experience with water matters. The costs of the mediation shall be shared equally by the parties. If the dispute is not resolved within thirty (30) days of the meeting with the mediator or sixty (60) days of the date of the written notice of the existence of the dispute, whichever is less, or if either Party is unsatisfied with the result of the mediation, either Party may take legal action to endeavor to resolve said dispute. The prevailing Party in any proceeding to resolve such action or dispute after the mediation shall be entitled to have and recover from the other Party all costs and expenses, including reasonable expenses, attorneys' fees and costs incurred in such proceedings, provided such prevailing Party participated in good faith in the mediation process.

4.4 Notices. Any notice or delivery to be given under this Agreement shall be in writing and may be effected by personal delivery, by certified U.S. postage prepaid, return receipt requested, or by FedEx or similar overnight courier service postage prepaid, and shall be deemed communicated as of mailing verification of delivery. Notices shall be sent to the following addresses:

For CVWD:

Attn: General Manager
75-515 Hovley Lane East
Palm Desert, CA 92211
jbarrett@cvwd.org

For Cadiz:

Attn: Scott Slater, CEO

March 6, 2023

550 South Hope Street, Suite 2850
Los Angeles, CA 90071
sslater@cadiz.com

For Torres Martinez:

Torres Martinez Desert Cahuilla Indians
Attn: Tribal Chair
66725 Martinez Rd,
Thermal, CA 92274

With a copy to:

Thomas Weathers, Esq.
The Law Offices of Thomas Eagle Weathers, P.C.
1000 Fourth St., Suite 425
San Rafael, CA 94901

For the Authority:

Attn: Executive Director / General Manager
82995 Hwy 111, Suite 200
Indio, CA 92201
gpodowd@salttonsea.com

4.5 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby so long as the original intention remains; and in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and which shall be legal, valid and enforceable.

4.6 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which shall constitute one and the same instrument.

4.7 Governing Law. The terms and conditions of this Agreement shall be governed and construed under the laws of the State of California.

4.8 Entire Agreement. This Agreement and the exhibits hereto contain all of the representations and the entire agreement between the Parties with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements between the Parties or any of them with respect to the subject matter hereof are merged herein and replaced by this Agreement.

4.9 Captions. The headings and captions used in this Agreement are included for convenience only and shall be irrelevant to the construction of any provision of this Agreement.

March 6, 2023

4.10 Amendment. The provisions of this Agreement may be modified or amended in whole or in part only by the Parties by a written instrument duly executed.

4.11 Assignment. The rights and obligations set forth herein may not be assigned without the express written consent of the remaining Parties, such consent shall not be unreasonably withheld. Notwithstanding the foregoing, an assignment of Cadiz' rights and obligations under this Agreement to a wholly-owned subsidiary or transfer in connection with a merger, name change or restructuring, are all expressly exempted from this provision and shall not require the consent of the other Parties to this Agreement.

4.12 Term. Unless terminated in accordance with Section 4.13, the term of this Agreement will be the later of: (i) 50 (fifty) years from the Date of Execution or (ii) the expiration of the San Bernardino County Groundwater Management, Monitoring and Mitigation Plan applicable to the withdrawal of groundwater by Cadiz.

4.13 Termination. This Agreement shall expire upon the term set forth in Section 4.13 or by the mutual written consent of all Parties. In addition, the Agreement may be terminated at the election of the Torres Martinez after: (i) providing written notice to Cadiz of a material breach of the Agreement and in response Cadiz fails to cure and perform its duties under this Agreement as may be required within a reasonable time or (ii) Cadiz fails to secure the required regulatory approvals to enable and in fact commences construction of the 43-Mile Pipeline connecting its property to the Colorado River Aqueduct within 3 (three) years of the Date of Execution.

4.14 Date of Execution. The Date of Execution shall mean the date at which the last signature is affixed to the signature page below.

4.15 Miscellaneous. Time is of the essence. Unless the context clearly requires otherwise, plural words include the singular and singular words include the plural; the masculine, feminine, and neuter genders are each deemed to include the others; the words "shall" "will" "must" or "agrees" are mandatory; the words "may" or "should" are permissive; the word "or" is not exclusive; the words "includes" and "including" are not limiting; and defined terms may or may not be capitalized herein. Any waiver for a breach of any condition, term, or provision of this Agreement must be in writing and signed by the waiving party.

[Signature page follows]

March 6, 2023

IN WITNESS WHEREOF, the Parties hereto have set forth their signatures as of the date and at the place first written above.

Torres Martinez Desert Cahuilla Indians

By: _____

Name: _____

Title: _____

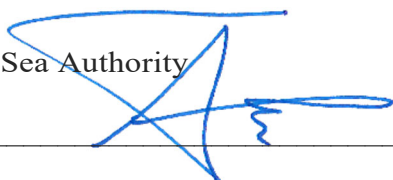
Cadiz, Inc.

By: _____

Name: _____

Title: _____

Salton Sea Authority

By: _____ 

Name: G. Patrick O'Dowd

Title: Executive Director/GM

Coachella Valley Water District

By: _____

Name: _____

Title: _____

March 6, 2023

**JOINT POWERS AGREEMENT
CREATING THE
SALTON SEA AUTHORITY**

THIS JOINT POWERS AGREEMENT ("Agreement") is made and entered into by and between the following public agencies:

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

REVISED December 2003

(The above are individually and collectively referred to herein as the "PARTY" or "PARTIES", "MEMBER" or "MEMBERS", or "MEMBER AGENCY" or "MEMBER AGENCIES".)

PREAMBLE

WHEREAS, 8000 square miles in Riverside, Imperial, and San Diego Counties and the Republic of Mexico drain to the Salton Sink, the natural low point which is located approximately 278 feet below sea level; and

JUNE 2, 1993

WHEREAS, over the eons, the Colorado River has broken from its course to the Gulf of California and flooded the Salton Sink, creating an inland fresh water sea known as Lake Cahuilla; and

WHEREAS, when the Colorado River reestablished its flow to the Gulf of California, isolating the inland sea from a significant source of fresh water inflow, the Lake Cahuilla (Salton Sea) receded and dried, creating a salt sink; and

WHEREAS, in 1905, the Colorado River again broke into the Salton Sink, recreating the Salton Sea; and

WHEREAS, in 1907, through the efforts of the early pioneers, the Colorado River was returned to its channel flowing to the Gulf of California again isolating the Salton Sea; and

WHEREAS, the Salton Sea re-dissolved the salts from the salt sink and became as salty as the ocean by 1920; and

WHEREAS, the Salton Sea receded until reaching equilibrium with the agricultural drainage, storm-water and wastewater flows from the Imperial, Coachella and Mexicali Valleys; and

WHEREAS, the equilibrium has resulted in changes in the elevation and the salinity of the

JUNE 2, 1993

Salton Sea as the sea has no outlet other than evaporation and is dependent on the agricultural, storm-water and wastewater flows for its existence; and

WHEREAS, fishery and wild fowl habitat have developed as a result of the water body created by these agricultural drainage, storm-water and wastewater flows, which have created substantial benefits for fish and wild fowl; and

WHEREAS, recreational activities, including fishing, boating and water sports, have developed as result of the water body created by these agricultural drainage, storm-water and wastewater flows; and

WHEREAS, these conditions have resulted in the development of land and commercial activities around the Sea, creating an economy benefiting Imperial and Riverside Counties, the State of California and the United States; and

WHEREAS, the Salton Sea provides tremendous recreational opportunities and environmental benefits to the State of California, the United States, and to the Republic of Mexico; and

WHEREAS, the elevation of the Salton Sea varies as a result of changes in inflows and weather conditions; and

WHEREAS, the salinity of the Salton Sea is currently at 44,000 ppm, which is threatening

JUNE 2, 1993

the continued reproduction of fish in the Salton Sea.

THEREFORE, there exists a need for a local agency to work with the State of California, the federal government, and the Republic of Mexico in the development of programs to ensure continued beneficial uses of the Salton Sea, including its primary purpose as a depository for agricultural drainage, storm-water and wastewater flows, together with protection of endangered species, fisheries, water fowl, and recreation.

RECITALS

- A. WHEREAS, each of the PARTIES herein is a public agency and each is authorized and empowered to contract with all the other parties for the joint exercise of powers under Article I and II, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the California Government Code; and
- B. WHEREAS, each of the PARTIES to this Agreement has the authority and power to direct and coordinate actions relating to improvement of water quality and stabilization of water elevation and to enhance recreational and economic development potential of the Salton Sea and to create a separate public agency to carry out such activities; and
- C. WHEREAS, the PARTIES recognize the immediate necessity for coordinated planning, and in the future for construction, operation, and maintenance of works and facilities for optimizing the beneficial uses of the

JUNE 2, 1993

Salton Sea; and

- D. WHEREAS, the continued use of the Salton Sea as a repository for agricultural runoff is a beneficial service to the Imperial Valley, Mexicali Valley and Coachella Valley; and
- E. WHEREAS, the continued use of the Salton Sea as a natural catch basin is beneficial for several thousand square miles of storm runoff in eastern San Diego County, southern Riverside County, the majority of Imperial County, and a major portion of northeastern Baja California; and
- F. WHEREAS, the control of the problems related to the Salton Sea are of regional, state and international significance beyond the capacity of any local agency.

COVENANTS

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES HERETO, AND THE PROVISIONS, CONDITIONS AND TERMS PROVIDED FOR HEREIN, THE PARTIES AGREE AS FOLLOWS:

JUNE 2, 1993

ARTICLE I

CREATION AND PURPOSES

1.1 Creation of Public Agency.

There is hereby created a public agency to be known as the "Salton Sea Authority" (hereinafter referred to as the "Authority"). The Authority is formed by this Agreement pursuant to the provisions of Articles I and II, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California. It is the intent of the PARTIES that the Authority shall be a public agency separate and apart from any PARTY.

1.2 Purpose.

The purpose of the Agreement is to create a public agency to exercise the common power of directing and coordinating actions relating to improvement of water quality and stabilization of water elevation and to enhance recreational and economic development potential of the Salton Sea and other beneficial uses, recognizing the importance of the Salton Sea for the continuation of the dynamic agricultural economy in Imperial and Riverside Counties. The purpose of this Agreement shall be accomplished and said power exercised in a manner hereinafter set forth, subject, however, to such restrictions as are applicable to Coachella Valley Water District in the manner of exercising such powers, as required by Government Code Section 6509.

JUNE 2, 1993

ARTICLE II

POWERS OF THE AUTHORITY

2.1 The Authority shall have the power common to the PARTIES to do any and all of the following:

- A. To make and enter into contracts, leases and other agreements, including contracts with federal, state and other governmental agencies;
- B. To employ agents, employees, consultants, advisors, independent contractors and other staff;
- C. To incur debt, liabilities and obligations;
- D. To acquire, hold or dispose of property by eminent domain, lease, lease purchase or sale;
- E. To acquire, construct, manage, maintain and operate any buildings, works or improvements;
- F. To sue and be sued in its own name, except that the Authority shall not sue its own MEMBERS;
- G. To raise revenue, to levy and collect rates, fees and charges, and to issue bonds, notes, warrants and other evidences of indebtedness to finance costs and expenses incidental to the purpose of the Authority. All such levies, fees and charges shall be approved by a unanimous vote of the Board of Directors;

JUNE 2, 1993

- H. To designate committees of the Board of Directors of the Authority to serve at the pleasure of the Board of Directors, and to prescribe the manner in which proceedings of such committees shall be conducted;
- I. To invest surplus funds pursuant to Government Code Section 6509.5 or any other applicable State law; and
- J. To undertake projects, singularly or in cooperation with other agencies.

These projects may relate to:

- (1) surface elevation of the Salton Sea;
- (2) salinity of the Salton Sea;
- (3) fish and wildlife of the Salton Sea;
- (4) public recreation facilities and opportunities;
- (5) protection and enhancement of water quality in the Salton Sea;
- (6) reduction or elimination of threats to public health, safety and welfare;
- (7) conservation of water;
- (8) encouragement of compatible planning and development adjacent to and in proximity of the Salton Sea;
- (9) establishment of on-going maintenance and operations programs to accomplish the purposes of the Authority;
- (10) management of by-products resulting from projects undertaken by the Authority including the beneficial reuse of these by-products; and
- (11) acquisition of sufficient revenues to retire debt and to fulfill the

JUNE 2, 1993

financial obligations of the Authority.

2.2 The Authority shall exercise its powers and achieve its purpose within the geographical area depicted on Exhibit "A". The boundaries of such geographical area may be amended by the PARTIES.

REVISED DECEMBER 2003

2.3 The PARTIES acknowledge and agree that the Authority shall not exercise the land use powers presently held by the County of Imperial and the County of Riverside and that such powers shall be retained by them.

ARTICLE III

EFFECTIVE DATE

3.1 This Agreement shall become effective and the Authority shall be created as of the date on which all of the PARTIES to this Agreement have approved and executed this Agreement.

3.2 In the event any additional public agency becomes a MEMBER of the Authority after its formation, all of the existing MEMBERS and the prospective MEMBER shall execute a memorandum specifying the obligations of the prospective MEMBER for contributions towards past or present Authority expenditures.

JUNE 2, 1993

ARTICLE IV
GOVERNING BODY

- 4.1 This Agreement and the Authority created hereby shall be administered by the Board of Directors of the Authority. All of the power and authority of the Authority shall be exercised by the Board of Directors, subject, however, to the reserved rights of MEMBER AGENCIES with regard to approval of proposed budgets and assumption of financial obligations.
- 4.2 The Member AGENCIES of the Authority, Imperial County, Riverside County, Imperial Irrigation District, and Coachella Valley Water District shall each have two votes, which may be cast by one MEMBER.
- 4.3 In order to assist in coordinating the duties and the activities of the Authority with other governmental entities, the following may be ex-officio (non voting) MEMBERS of the Authority:
- A. Coachella Valley Association of Governments (CVAG)
 - B. Imperial Valley Association of Governments (IVAG)
 - C. Southern California Association of Governments (SCAG)
 - D. California State Secretary of Resources
 - E. California Department of Fish and Game (CDFG)

JUNE 2, 1993

REVISED December 2003

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

- 4.4 Each MEMBER of the Board of Directors shall serve at the pleasure of the appointing MEMBER AGENCY.

ARTICLE V

OFFICERS

- 5.1 The officers of the Board of Directors shall be selected from the Authority's voting membership, including a President, Vice-President, and Secretary.
- 5.2 The officers of the Authority, as selected by the Board of Directors, shall be:
- A. The Treasurer of the Authority shall be the treasurer of Riverside County, who shall be the depository and have custody of all money of the Authority from whatever source, provided that the Board of Directors may at any time select another treasurer.
 - B. The Controller of the Authority who shall draw all warrants to pay demands against the Authority approved by the Board.

REVISED May 2001

JUNE 2, 1993

- 5.3 The Treasurer and the Controller shall comply with all duties imposed under Article 1, Chapter 5, Division 7, Title I, of the California Government Code commencing with Section 6500.
- 5.4 The public officer, officers or persons who have charge of, handle or have access to any property of the Authority shall file an official bond in an amount to be fixed by the Board of Directors.
- 5.5 All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers compensation, and other benefits which apply to the activity of officers, agents, or employees of any of the MEMBERS when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents, or employees appointed by the Board of Directors shall be deemed, by reason of their employment by the Board of Directors, to be employed by any of the MEMBERS or, by reason of their employment by the Board of Directors to be subject to any of the requirements of such MEMBERS.

ARTICLE VI

BYLAWS

JUNE 2, 1993

- 6.1 The Board of Directors shall adopt, from time to time, such rules, regulations and bylaws for the conduct of its affairs as may be required.

ARTICLE VII

SPECIFIC PROJECTS

- 7.1 For matters not deemed to be of general benefit to all PARTIES, the Authority shall function through the identification and implementation of "specific projects." A specific project may involve less than all of the MEMBERS of the Authority, provided that no MEMBER shall be involved without its approval. A separate project budget and written agreement of the PARTIES who consent to participation in a specific project shall be established for each specific project, which budget and agreement shall determine the respective obligations, functions and rights of the MEMBERS involved, and of the Authority. The MEMBERS of the Board of Directors representing the MEMBER AGENCIES who will be involved in financing and implementing the specific project shall be and constitute a "Project Committee" of the Authority for purposes of administration and implementation of the specific project. All "specific projects" shall be approved by a majority vote of the Board of Directors.

ARTICLE VIII

REVENUE BONDS

JUNE 2, 1993

8.1 The Authority shall have the power and authority to issue Revenue Bonds in accordance with State law, Government Code Section 6515.

ARTICLE IX

PROPERTY RIGHTS

9.1 To the extent that any funds received by the Authority from any MEMBER are used for the acquisition or construction of assets, the same shall be allocated annually on the books of the Authority to the credit of the said contributing MEMBER.

ARTICLE X

ADMISSION AND WITHDRAWAL OR DISSOLUTION

10.1 Admission to Authority.

It is recognized that public entities, other than Imperial and Riverside Counties, the Coachella Valley Water District and the Imperial Irrigation District, may wish to participate in the Salton Sea Authority. Additional public entities may become parties to this Agreement, subject to the terms and conditions as provided by this Agreement and the Authority's Bylaws evidenced by execution of a written addendum to this Agreement, and signed by all of the parties including the additional party.

JUNE 2, 1993

10.2 Withdrawal from the Authority.

It is fully anticipated that each party hereto shall participate in the Authority until purposes set forth in this Agreement are accomplished. The withdrawal of any party, either voluntary or involuntary shall be conditioned as follows:

- A. In the case of a voluntary withdrawal following a properly noticed public hearing, written notice shall be given to the Authority, one hundred twenty (120) days prior to the effective date of withdrawal;
- B. Withdrawal shall not relieve the party of its proportionate share of any debts or other liabilities incurred by the Authority prior to the effective date of the parties' notice of withdrawal;
- C. Withdrawal shall result in the forfeiture of that party's rights and claims relating to distribution of property or funds upon termination of the Authority as set forth in paragraphs 10.3 and 10.4 below.

10.3 Dissolution of Authority.

Upon dissolution of the Authority, there shall be a partial or complete distribution of assets and discharge of liabilities as follows:

- A. Upon withdrawal of any MEMBER of the Authority prior to dissolution, the withdrawing MEMBER shall forfeit its proportionate share of the assets of the Authority and shall contribute its proportionate share or otherwise

JUNE 2, 1993

defined share towards the discharge of any enforceable liabilities incurred by the Authority as the same appear on the books of the Authority.

- B. Upon dissolution of the Authority, each MEMBER shall receive its proportionate or otherwise defined share of the assets of the Authority within a reasonable amount of time after dissolution, and each MEMBER shall contribute its proportionate or otherwise defined share toward discharge of any enforceable liabilities incurred by the Authority as the same appear on the books of the Authority.

10.4 The distribution of assets may be made in kind or assets may be sold and the proceeds thereof distributed to the MEMBERS at the time of dissolution after the discharge of all enforceable liabilities.

ARTICLE XI

LIABILITIES & INDEMNITY

11.1 Liabilities.

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

REVISED FEBRUARY 1999

11.2 Indemnity.

JUNE 2, 1993

Each party hereto agrees to indemnify and hold the other parties harmless from any liability imposed on the other parties for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party or its employees arising out of the performance of this Agreement. Where the Board of Directors itself or its agents or employees are held liable for injuries to persons or property, each party's liability for contribution or indemnity for such injuries, if any, shall be based proportionately upon the contributions (less voluntary contributions) of each Member. In the event of liability imposed upon any of the parties to this Agreement, or upon the Board of Directors created by this Agreement, for injury which is caused by the negligent or wrongful act or omission or any of the parties in the performance of this Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars (\$100.00). The party or parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement.

ARTICLE XII

TERM, RESCISSION OR TERMINATION

12.1 This Agreement shall remain in effect until it is terminated as provided for herein.

JUNE 2, 1993

12.2 This Agreement may be extended or terminated by written consent of a majority of the MEMBER AGENCIES evidenced by certified copies of resolutions of their governing bodies; provided, however, that no such termination shall be effective until all revenue bonds and other forms of indebtedness issued pursuant hereto, and the interest thereon, shall have been paid or adequate provision of such payment shall have been made in accordance with the resolution of the Authority authorizing the issuance thereof.

ARTICLE XIII

DISPUTES UNDER AGREEMENT

13.1 Any controversy or claim between any two or more parties to this Agreement, or between any such party or parties and the Authority with respect to disputes, demands, differences, controversies, or misunderstandings arising in relation to interpretation of the Bylaws or this Agreement, or any breach thereof, that cannot be settled through mediation or other consensus building processes, shall be submitted to and determined by arbitration. Mediation (or other consensus building processes) shall have, at minimum, thirty (30) days to resolve differences prior to arbitration. The party desiring to initiate arbitration shall give notice of its intention to arbitrate to every other party to this Agreement and the Authority. Such notice shall designate as "respondents" such other parties as the initiating

JUNE 2, 1993

party intends to have bound by any award made therein. Any party not so designated but which desires to join in the arbitration may, within ten (10) days of service upon it of such notice, file a response indicating its intention to join in and to be bound by the results of the arbitration, and further designation of any other parties it wishes to name as a respondent. Within twenty (20) days of the service of the initial demand for arbitration, the initiating party and the respondent shall each designate a person to act as an arbitrator. The two designated arbitrators shall mutually designate a third person to serve as arbitrator. The three arbitrators shall proceed to arbitrate the matter according to the provisions of Title 9 of Part 3 of the Code of Civil Procedure, Section 1280 et seq. The Parties to this Agreement agree that the decision of the arbitrators will be binding.

ARTICLE XIV

NOTICES

- 14.1 Notices under this Agreement shall be sufficient if addressed to the principal office of each of the PARTIES hereto and shall be deemed given upon deposit in the U.S. Mail, First-Class, Postage Pre-Paid.
- 14.2 All notices, statements, demands, requests, consents, approvals, authorizations, agreements, appointments or designations hereunder shall be given in writing and addressed to the principal office of each MEMBER of the Authority.

JUNE 2, 1993

ARTICLE XV
MISCELLANEOUS

- 15.1 The section headings herein are for convenience only and are not to be construed as modifying or governing language in the section.
- 15.2 This Agreement is made in the State of California and under the Constitution and law of this State and is to be so construed.
- 15.3 This Agreement may be amended from time to time in writing by unanimous vote of the PARTIES; provided, however, that any such amendment shall take into consideration the holders of any revenue bonds or other forms of indebtedness which are outstanding in accordance with any resolution of the Authority authorizing the issuance thereof.
- 15.4 This Agreement shall be binding upon and shall inure to the benefit of the successors of the PARTIES.
- 15.5 If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable, for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this

JUNE 2, 1993

Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

15.6 The PARTIES shall not assign any rights or obligations under this Agreement without the written consent of all other PARTIES.

15.7 This Agreement shall be reviewed five years from the date of its execution to determine whether the Authority shall continue.

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

JUNE 2, 1993

Dated: AUG 4 1993

RIVERSIDE COUNTY

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

ATTEST:

(SEAL)

Lynold A. Maloney
Secretary to the Board

Dated: 9-7-93

IMPERIAL COUNTY

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

ATTEST:

(SEAL)

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



Dated: August 16, 1993

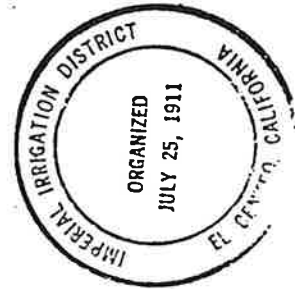
IMPERIAL IRRIGATION DISTRICT

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

ATTEST:

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

(SEAL)



Dated: August 12, 1993

COACHELLA VALLEY WATER DISTRICT

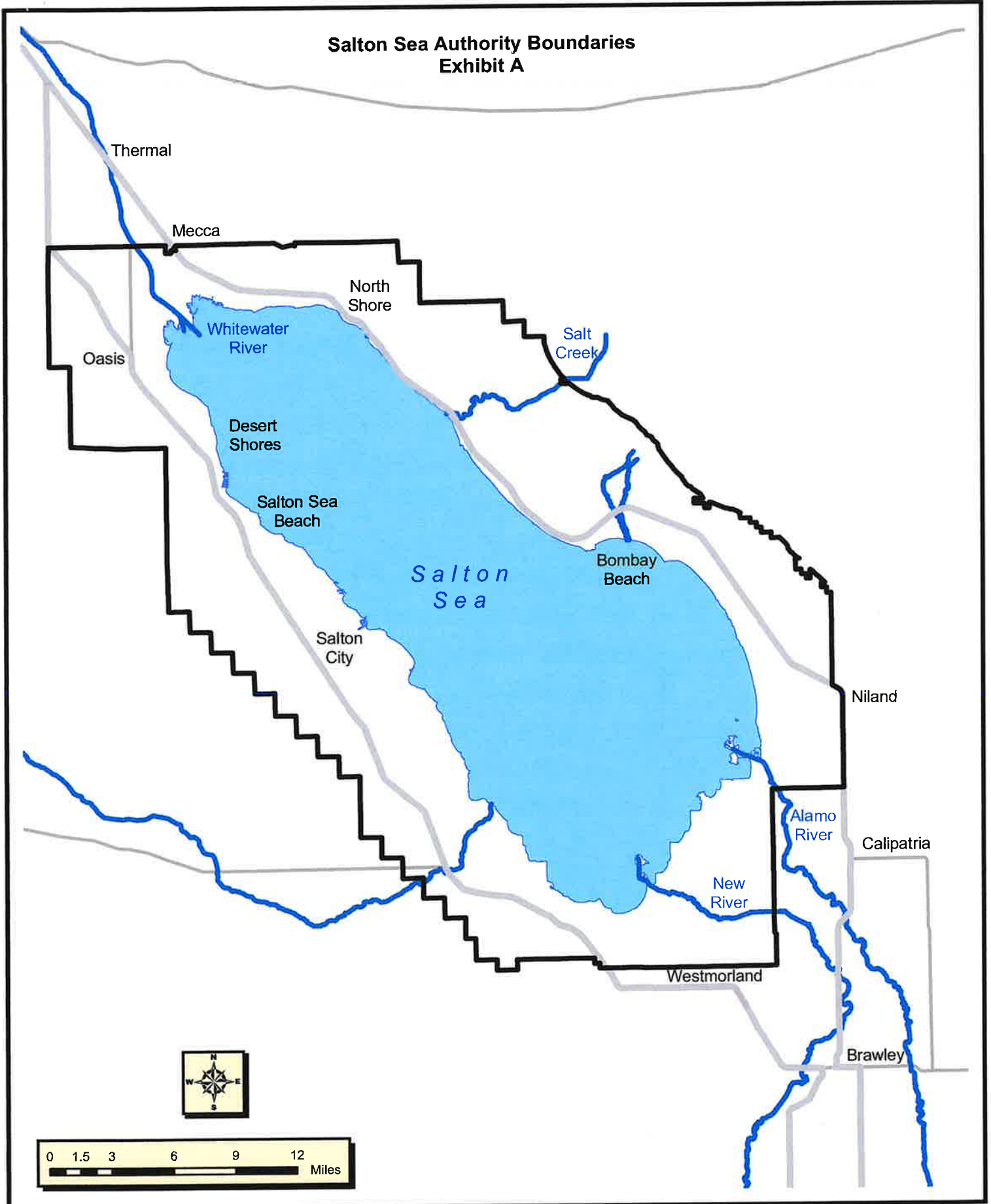
By *Tellis Codekas*
Tellis Codekas, President
Board of Directors

ATTEST:

Bernardine Sutto
Secretary to the Board

(SEAL)

Salton Sea Authority Boundaries Exhibit A



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

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

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

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

PREAMBLE

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

WHEREAS, the Original Members created the Authority to exercise the common power of directing and coordinating actions relating to improvement of water quality and stabilization of water elevation and to enhance recreational, economic development potential, and other beneficial uses of the Salton Sea, recognizing the importance of the Salton Sea for the continuation of the dynamic agricultural economy in Imperial and Riverside Counties; and

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

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

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

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

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

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

WHEREAS, Section 3.2 of the JPA provides that upon the addition of an additional member to the JPA, all of the existing members, and the prospective member shall execute a memorandum specifying the obligations of the prospective member for contributions towards past or present Authority expenditures.

NOW, THEREFOR, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES HERETO, AND THE PROVISIONS, CONDITIONS AND TERMS PROVIDED FOR HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION I

FULL MEMBERSHIP OF TRIBE

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

SECTION II

TRIBAL RIGHTS, REPRESENTATION AND VOTES

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

SECTION III

AUTHORITY POWERS LIMITED ON TRIBAL LAND

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

SECTION IV

TRIBAL OBLIGATIONS FOR CONTRIBUTIONS TOWARDS PAST OR PRESENT AUTHORITY EXPENDITURES

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

SECTION V

TRIBAL SOVEREIGN IMMUNITY

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

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

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

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

SECTION VI

TRIBAL PROCEDURES

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

SECTION VII.

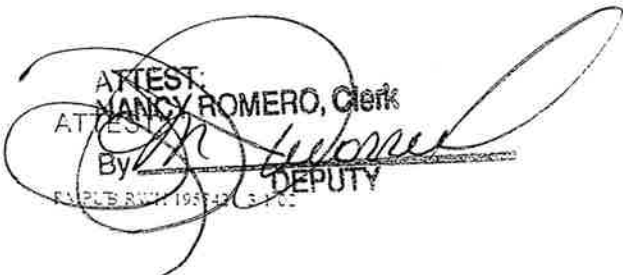
ADOPTION BY AUTHORITY MEMBERS AND TRIBE

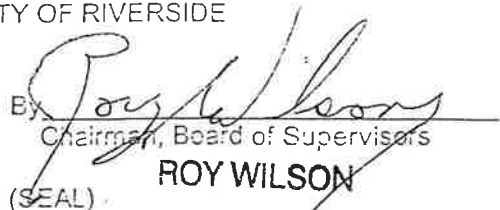
This Addendum shall become effective upon formal approval by the governing bodies of the Authority, Original Members, and Tribe.

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

Dated: JAN 27 2004


COUNTY OF RIVERSIDE

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

By 
Chairman, Board of Supervisors
ROY WILSON
(SEAL)

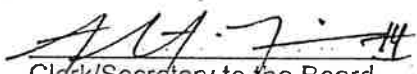
Dated: 02-03-04

COUNTY OF IMPERIAL

By 
Chairman, Board of Supervisors

ATTEST:

(SEAL)


Clerk/Secretary to the Board

Dated:

TORRES-MARTINEZ DESERT
CAHUILLA INDIANS

By _____
Chairman

ATTEST:

(SEAL)

Secretary to Tribal Council

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Dated: _____

COUNTY OF IMPERIAL

By _____
Chairman, Board of Supervisors

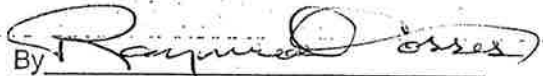
ATTEST:

(SEAL)

Clerk/Secretary to the Board

Dated:

TORRES-MARTINEZ DESERT
CAHUILLA INDIANS

By 
Chairman

ATTEST:

(SEAL)


Secretary to Tribal Council

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Dated:

SALTON SEA AUTHORITY

By _____
President, Board of Directors

ATTEST:

(SEAL)

Secretary to the Board

Dated:

COACHELLA VALLEY WATER DISTRICT

By John W. McFalls
President, Board of Directors

ATTEST:

(SEAL)

Julia Fernandez
Secretary to the Board

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Dated: 1-27-04

IMPERIAL IRRIGATION DISTRICT

By *[Signature]*
President, Board of Directors

ATTEST:

Gloria A Rivera
Secretary to the Board

(SEAL)



RESOLUTION OF THE BOARD OF DIRECTORS OF
COACHELLA VALLEY WATER DISTRICT

RESOLUTION NO. 2004-38

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


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

9 *****

10
11
12
13
14 STATE OF CALIFORNIA)
15 COACHELLA VALLEY WATER DISTRICT) ss.
OFFICE OF THE SECRETARY)

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

21 Dated this 27th day of January, 2004.

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

25 (SEAL)

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



FROM: Supervisor Roy Wilson
Supervisor Marion Ashley

SUBMITTAL DATE: January 27, 2004

SUBJECT: Supporting the Salton Sea Authority Joint Powers Authority Amendments

RECOMMENDED MOTION:

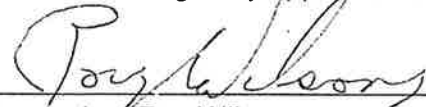
That the Board of Supervisors approve the following amendments to the Joint Powers of Authority of the Salton Sea Authority:


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

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

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

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

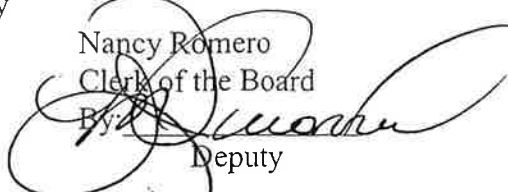

Supervisor Roy Wilson


Supervisor Marion Ashley

MINUTES OF THE BOARD OF SUPERVISORS

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

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

Nancy Romero
Clerk of the Board
By 
Deputy

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

Dist. 4

AGENDA NO.

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

OFFICIAL PROCEEDINGS

SALTON SEA AUTHORITY BOARD OF DIRECTORS MEETING

December 18, 2003

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

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

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

7. TORRES MARTINEZ TRIBE MEMBERSHIP

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

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

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

8. UPDATE ON RESTORATION PLANNING

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

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

9. SALTON SEA STATE PARK – UPDATE / INFORMATION

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

SALTON SEA AUTHORITY

BYLAWS

PREAMBLE

The Salton Sea Authority (hereinafter referred to as the "Authority") is a Joint Powers Agency created to direct and coordinate actions relating to improvement of water quality and stabilization of water elevation and to enhance recreational and economic development potential of the Salton Sea and other beneficial uses, recognizing the importance of the Salton Sea for the continuation of the dynamic agricultural economy in Imperial and Riverside Counties.

ARTICLE I

FUNCTIONS

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

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

ARTICLE II

MEMBERSHIP

2.1 Members and Voting

The following shall be MEMBERS of the Authority:

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

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

2.2 Ex-Officio Members

In order to assist in coordinating the duties and activities of the Authority with other governmental entities, the following may be ex-officio (non-voting) members of the Authority:

- A. Coachella Valley Association of Governments (CVAG)
- B. Imperial Valley Association of Governments (IVAG)
- C. Southern California Association of Governments (SCAG)
- E. California State Secretary of Resources
- F. California Department of Fish and Game (CDFG)

Revised December 2003

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

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

ARTICLE III

ADMINISTRATION

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

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

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

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

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

ARTICLE IV

CONDUCT OF MEETINGS

4.1 Agenda: Matters to be placed on the agenda for any regular meeting may be filed with the President of the Authority. The agenda for each regular meeting shall be prepared by the President. The agenda shall be prepared pursuant to the provisions of the Ralph M. Brown Act as set forth in California Government Code, Sections 54950 et seq.

4.2 Regular Meetings. The Board shall from time to time adopt resolutions that provide for the day, time and place of holding its regular meetings, which place shall be within Imperial or Riverside Counties.

4.3 Special Meetings: Special meetings may be called at the request of the President of the Board or a majority of the Board of Directors. Notice of all special meetings shall be provided pursuant to the provisions of the Ralph M. Brown Act as set forth in California Code Sections 54950 et seq.

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

4.8 Committee of the Whole: At any regular meeting not held because of a lack of a quorum, members present, if less than a quorum of the Authority, may constitute themselves as a "Committee of the Whole," for purposes of discussing agenda matters or any other matter of interest to the members present. The Committee once constituted shall not take action. The committee shall automatically cease to exist if a quorum of the Authority is present at the meeting.

4.9 Motions. Voting members only may make and second motions.

4.10 Amendments: A two thirds (2/3) vote of the Board of Directors is required to adopt an amendment to these Bylaws. All proposed Bylaw Amendments shall be mailed to member agencies at least 30 days prior to the meeting where the amendments are to be considered.

4.11 Compensation: Board members may be compensated pursuant to Board of Directors policy.

ARTICLE V

BUSINESS OFFICE AND STAFF

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

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

ARTICLE VI

GENERAL ADMINISTRATIVE BUDGET

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

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

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

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

ARTICLE VII

SPECIFIC PROJECTS

- 7.1 For matters not deemed to be of general benefit to all PARTIES (Article VII, above), the Authority shall function through the identification and implementation of "specific projects." A specific project may involve less than all of the MEMBERS of the Authority, provided that no MEMBER shall be involved without its approval. A separate project budget and written agreement of the PARTIES who consent to participation in a specific project shall be established for each specific project, which budget and agreement shall determine the respective obligations, functions and rights of the MEMBERS involved, and of the Authority. The members of the Board

of Directors representing the MEMBER AGENCIES who will be involved in financing and implementing the specific project shall be and constitute a "Project Committee" of the Authority for purposes of administration and implementation of the specific project. All "specific projects" shall be approved by a majority vote of the Board of Directors.

ARTICLE VIII

ACCOUNTING

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

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

8.4 Each MEMBER AGENCY shall have the right to audit the records and accounts of the Authority, the cost and expense of which shall be borne by the MEMBER AGENCY seeking such audit.

ARTICLE IX
PROPERTY RIGHTS

9.1 To the extent that any funds received by the Authority from any MEMBER are used for the acquisition or construction of assets, the same shall be allocated annually on the books of the Authority to the credit of the said contributing MEMBER.

ARTICLE X

DISPUTE RESOLUTION

10.1 Any controversy or claim between any two or more parties to the Joint Powers Agreement, or between any such party of parties and the Authority with respect to disputes, demands, differences, controversies, or misunderstandings arising in relation to interpretation of the Bylaws or this Agreement, or any breach thereof, that cannot be resolved through mediation or other consensus building, shall be submitted to and determined by arbitration. Mediation (or other consensus building process) shall be given, at minimum, thirty (30) days to resolve differences prior to arbitration being implemented. The party desiring to initiate arbitration shall give notice of its intention to arbitrate to every other party to this Agreement and the Authority. Such notice shall designate as "respondents" such other parties as the initiating party intends to have bound by any award made therein. Any party not so designated but which desires to join in the arbitration may, within ten (10) days of service upon it of such notice, file a response indicating its intention to join in and to be bound by the results of the arbitration, and further designation of any other parties it wishes to name as a respondent. Within twenty (20) days of the service of the initial demand for arbitration, the initiating party and the respondent shall each designate a person to act as an arbitrator. The two designated arbitrators shall mutually designate a third person to serve as arbitrator. The three arbitrators shall proceed to arbitrate the matter according to the provisions of Title 9 of Part 3 of the

Code of Civil Procedure, Section 1280 et seq. The Parties to this Agreement agree that the decision of the arbitrators will be binding.

ARTICLE XI

NOTICES

- 11.1 Notices under this Agreement shall be sufficient if addressed to the principal office of each of the PARTIES hereto and shall be deemed given upon deposit in the U.S. Mail, first-class, Postage Pre-Paid.
- 11.2 All notices, statements, demands, requests, consents, approvals, authorizations, agreements, appointments or designations hereunder shall be given in writing and addressed to the principal office of each member of the Authority.

ARTICLE XII

EFFECTIVE DATE

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

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

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

December 2016

14

SALTON SEA AUTHORITY

BYLAWS

PREAMBLE

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 - D. public recreation facilities and opportunities;
 - E. protection and enhancement of water quality in the Salton Sea;

- F. reduction or elimination of threats to public health, safety and welfare;
- G. conservation of water;
- H. encouragement of compatible planning and development adjacent to and in proximity of the Salton Sea;
- I. establishment of on-going maintenance and operations programs to accomplish the purposes of the Authority;
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MEMBERSHIP

2.1 Members and Voting

The following shall be MEMBERS of the Authority:

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

2.2 Ex-Officio Members

In order to assist in coordinating the duties and activities of the Authority with other governmental entities, the following may be ex-officio (non-voting) members of the Authority:

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Revised December 2003

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

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

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

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

ARTICLE IV

CONDUCT OF MEETINGS

4.1 Agenda: Matters to be placed on the agenda for any regular meeting may be filed with the President of the Authority. The agenda for each regular meeting shall be prepared by the President. The agenda shall be prepared pursuant to the provisions of the Ralph M. Brown Act as set forth in California Government Code, Sections 54950 et seq.

4.2 Regular Meetings. The Board shall from time to time adopt resolutions that provide for the day, time and place of holding its regular meetings, which place shall be within Imperial or Riverside Counties.

4.3 Special Meetings: Special meetings may be called at the request of the President of the Board or a majority of the Board of Directors. Notice of all special meetings shall be provided pursuant to the provisions of the Ralph M. Brown Act as set forth in California Code Sections 54950 et seq.

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

4.8 Committee of the Whole: At any regular meeting not held because of a lack of a quorum, members present, if less than a quorum of the Authority, may constitute themselves as a "Committee of the Whole," for purposes of discussing agenda matters or any other matter of interest to the members present. The Committee once constituted shall not take action. The committee shall automatically cease to exist if a quorum of the Authority is present at the meeting.

4.9 Motions. Voting members only may make and second motions.

4.10 Amendments: A two thirds (2/3) vote of the Board of Directors is required to adopt an amendment to these Bylaws. All proposed Bylaw Amendments shall be mailed to member agencies at least 30 days prior to the meeting where the amendments are to be considered.

4.11 Compensation: Board members may be compensated pursuant to Board of Directors policy.

ARTICLE V

BUSINESS OFFICE AND STAFF

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

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

ARTICLE VI

GENERAL ADMINISTRATIVE BUDGET

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

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

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

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

ARTICLE VII

SPECIFIC PROJECTS

- 7.1 For matters not deemed to be of general benefit to all PARTIES (Article VII, above), the Authority shall function through the identification and implementation of "specific projects." A specific project may involve less than all of the MEMBERS of the Authority, provided that no MEMBER shall be involved without its approval. A separate project budget and written agreement of the PARTIES who consent to participation in a specific project shall be established for each specific project, which budget and agreement shall determine the respective obligations, functions and rights of the MEMBERS involved, and of the Authority. The members of the Board

of Directors representing the MEMBER AGENCIES who will be involved in financing and implementing the specific project shall be and constitute a "Project Committee" of the Authority for purposes of administration and implementation of the specific project. All "specific projects" shall be approved by a majority vote of the Board of Directors.

ARTICLE VIII

ACCOUNTING

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

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

8.4 Each MEMBER AGENCY shall have the right to audit the records and accounts of the Authority, the cost and expense of which shall be borne by the MEMBER AGENCY seeking such audit.

ARTICLE IX
PROPERTY RIGHTS

9.1 To the extent that any funds received by the Authority from any MEMBER are used for the acquisition or construction of assets, the same shall be allocated annually on the books of the Authority to the credit of the said contributing MEMBER.

ARTICLE X

DISPUTE RESOLUTION

10.1 Any controversy or claim between any two or more parties to the Joint Powers Agreement, or between any such party of parties and the Authority with respect to disputes, demands, differences, controversies, or misunderstandings arising in relation to interpretation of the Bylaws or this Agreement, or any breach thereof, that cannot be resolved through mediation or other consensus building, shall be submitted to and determined by arbitration. Mediation (or other consensus building process) shall be given, at minimum, thirty (30) days to resolve differences prior to arbitration being implemented. The party desiring to initiate arbitration shall give notice of its intention to arbitrate to every other party to this Agreement and the Authority. Such notice shall designate as "respondents" such other parties as the initiating party intends to have bound by any award made therein. Any party not so designated but which desires to join in the arbitration may, within ten (10) days of service upon it of such notice, file a response indicating its intention to join in and to be bound by the results of the arbitration, and further designation of any other parties it wishes to name as a respondent. Within twenty (20) days of the service of the initial demand for arbitration, the initiating party and the respondent shall each designate a person to act as an arbitrator. The two designated arbitrators shall mutually designate a third person to serve as arbitrator. The three arbitrators shall proceed to arbitrate the matter according to the provisions of Title 9 of Part 3 of the

Code of Civil Procedure, Section 1280 et seq. The Parties to this Agreement agree that the decision of the arbitrators will be binding.

ARTICLE XI

NOTICES

- 11.1 Notices under this Agreement shall be sufficient if addressed to the principal office of each of the PARTIES hereto and shall be deemed given upon deposit in the U.S. Mail, first-class, Postage Pre-Paid.
- 11.2 All notices, statements, demands, requests, consents, approvals, authorizations, agreements, appointments or designations hereunder shall be given in writing and addressed to the principal office of each member of the Authority.

ARTICLE XII

EFFECTIVE DATE

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

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

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

December 2016

14



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FISH AND GAME CODE - FGC

DIVISION 3. FISH AND GAME GENERALLY [2000 - 2954] (*Division 3 enacted by Stats. 1957, Ch. 456.*)

CHAPTER 13. Salton Sea Restoration Act [2930 - 2954] (*Chapter 13 added by Stats. 2003, Ch. 611, Sec. 1.*)

ARTICLE 1. General Provisions [2930 - 2933] (*Article 1 heading added by Stats. 2010, Ch. 303, Sec. 1.*)

2930. (a) This chapter shall be known, and may be cited, as the Salton Sea Restoration Act.

(b) The state's comprehensive management plan for the Salton Sea, established pursuant to the Governor's directive of May 2015, shall be known, and may be cited, as the John J. Benoit Salton Sea Restoration Plan.

(Amended by Stats. 2017, Ch. 859, Sec. 2. (SB 615) Effective January 1, 2018.)

2931. (a) It is the intent of the Legislature that the State of California undertake the restoration of the Salton Sea ecosystem and the permanent protection of the wildlife dependent on that ecosystem.

(b) This restoration shall be based on the preferred alternative developed as a result of the restoration study and alternative selection process described in Section 2081.7 and using the funds made available in accordance with that section to be deposited in the Salton Sea Restoration Fund and other funds made available by the Legislature and the federal government.

(c) The preferred alternative shall provide the maximum feasible attainment of the following objectives:

(1) Restoration of long-term stable aquatic and shoreline habitat for the historic levels and diversity of fish and wildlife that depend on the Salton Sea.

(2) Elimination of air quality impacts from the restoration projects.

(3) Protection of water quality.

(d) For the purpose of the restoration plan, the Salton Sea ecosystem shall include, but is not limited to, the Salton Sea, the agricultural lands surrounding the Salton Sea, and the tributaries and drains within the Imperial and Coachella Valleys that deliver water to the Salton Sea.

(Amended by Stats. 2004, Ch. 614, Sec. 3. Effective January 1, 2005.)

2931.5. (a) The construction of facilities to separate fresh water from highly saline water for the purposes of implementing restoration activities pursuant to this chapter shall not be subject to review, approval, inspection, or any fees associated with implementing Division 3 (commencing with Section 6000) of the Water Code.

(b) 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.

(Added by Stats. 2017, Ch. 859, Sec. 3. (SB 615) Effective January 1, 2018.)

2932. There is hereby established the Salton Sea Restoration Fund which shall be administered by the director. Money deposited in the fund shall be expended, upon appropriation by the Legislature, for the following purposes:

(a) Environmental and engineering studies related to the restoration of the Salton Sea and the protection of fish and wildlife dependent on the sea.

(b) Implementation of conservation measures necessary to protect the fish and wildlife species dependent on the Salton Sea, including adaptive management measurements pursuant to Section 2081.7. These conservation measures shall be limited to the Salton Sea and lower Colorado River ecosystems, including the Colorado River Delta.

(c) Implementation of the preferred Salton Sea restoration alternative.

(d) Administrative, technical, and public outreach costs related to the development and selection of the preferred Salton Sea restoration alternative.

(Added by Stats. 2003, Ch. 611, Sec. 1. Effective January 1, 2004.)

2932.2. Of the funds appropriated pursuant to Section 79565 of the Water Code, not less than eight million five hundred thousand dollars (\$8,500,000) shall be made available for transfer or direct expenditure for acquisition, grants, or other activities that directly restore the Salton Sea and its transboundary watersheds, consistent with Section 2932.

(Added by Stats. 2005, Ch. 81, Sec. 1. Appropriation reduced by the Governor. Effective July 19, 2005. Note: This text reflects the reduction, from \$12,000,000 to \$8,500,000, prescribed in the Governor's item-veto message.)

2932.3. Any moneys made available by paragraph (3) of subdivision (b) of Section 75050 of the Public Resources Code and deposited in the Salton Sea Restoration Fund shall be expended, upon appropriation by the Legislature in the annual Budget Act, for a restoration project at the Salton Sea that is consistent with subdivision (c) of Section 2931. The activities and expenditures authorized by this section shall be limited to funding those activities identified in the Resources Agency report entitled "Salton Sea Ecosystem Restoration Program Preferred Alternative Report and Funding Plan," and dated May 2007, for completion in the first five years of implementation identified in the report as "Period I." The activities specified for completion in Period I include, but are not limited to, a demonstration project, early start habitat, and additional biological, inflow, sediment quality,

water quality, and air quality investigations. For purposes of carrying out these activities and expending the funds made available, the Resources Agency shall act as the lead agency and work cooperatively with designated staff from the Department of Water Resources, the State Air Resources Board, the State Water Resources Control Board, and the department. The Resources Agency shall remain the lead agency for implementation, in partnership with one or more of its departments, unless and until legislation is enacted on or after January 1, 2009, establishing a new governance structure for restoration of the Salton Sea. This section is not legislative approval or denial of the preferred alternative identified in the Secretary of the Resources Agency's recommendations contained in the "Salton Sea Ecosystem Restoration Program Preferred Alternative Report and Funding Plan," dated May 2007 and submitted to the Legislature.

(Added by Stats. 2008, Ch. 374, Sec. 2. Effective January 1, 2009.)

2932.5. Moneys deposited in the fund created pursuant to Section 2932 shall not be expended for mitigation except for mitigation undertaken by the State of California.

(Added by Stats. 2004, Ch. 614, Sec. 4. Effective January 1, 2005.)

2933. The Department of Water Resources may contract with water suppliers to purchase and sell water made available pursuant to Section 1745.02 of the Water Code to achieve the goals of this chapter.

(Added by Stats. 2003, Ch. 611, Sec. 1. Effective January 1, 2004.)



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FISH AND GAME CODE - FGC

DIVISION 3. FISH AND GAME GENERALLY [2000 - 2954] (*Division 3 enacted by Stats. 1957, Ch. 456.*)

CHAPTER 13. Salton Sea Restoration Act [2930 - 2954] (*Chapter 13 added by Stats. 2003, Ch. 611, Sec. 1.*)

ARTICLE 2. Salton Sea Restoration [2940 - 2945] (*Article 2 added by Stats. 2013, Ch. 402, Sec. 1.*)

2940. The Legislature finds and declares all of the following:

- (a) The Salton Sea is California's largest inland water body with beneficial uses that include fisheries and wildlife habitat and preservation of endangered species, and is a repository for agricultural drainage.
- (b) The Salton Sea ecosystem is a critical link on the international Pacific Flyway and supports over 400 species of birds.
- (c) The Salton Sea is threatened by increasing salinity and reduced inflows. Mitigation water inflows ordered by the State Water Resources Control Board in 2002 will expire at the end of 2017. Combined, these changes increasingly threaten the unparalleled wildlife resources at the sea, as well as air quality in the region.
- (d) In cooperation with local governments, nonprofit organizations, private businesses, and the public, the State of California can help protect wildlife habitats and endangered species, improve water and air quality, and enhance recreational opportunities in the region.
- (e) The State of California and the United States Department of the Interior committed through a memorandum of understanding signed on August 31, 2016, to protect the ecological values of the Salton Sea and to prevent dust emissions from at least 25,000 acres of lakebed exposed by reduced agricultural inflows resulting from the implementation of the Quantification Settlement Agreement.
- (f) In restoring the Salton Sea, it is the intent of the Legislature to do all of the following:
 - (1) Protect and provide long-term conservation of fish and wildlife that are dependent on the Salton Sea ecosystem.
 - (2) Restore the long-term stable aquatic and shoreline habitat for fish and wildlife that depend on the Salton Sea.
 - (3) Mitigate air quality impacts from restoration projects using the best available technology or best available control measures, as determined by the South Coast Air Quality Management District and the Imperial County Air Pollution Control District.
 - (4) Protect water quality.
 - (5) Maintain the Salton Sea as a vital link along the Pacific Flyway.
 - (6) Preserve local tribal heritage and cultural values associated with the Salton Sea.
 - (7) Minimize noxious odors and other water and air quality problems.
 - (8) Coordinate with local, state, and federal agencies that are responsible for air quality, endangered species, and other environmental mitigation implementation requirements of the Quantification Settlement Agreement.
 - (9) Enhance economic development opportunities that will provide sustainable financial improvements benefiting the local environment and the economic quality of life for communities around the Salton Sea.

(Amended by Stats. 2017, Ch. 859, Sec. 4. (SB 615) Effective January 1, 2018.)

2941. Unless the context requires otherwise, the definitions set forth in this section govern the construction of this article.

- (a) "Agency" means the Natural Resources Agency.
- (b) "Habitat mosaics" means two or more proximate habitat types, such as saltwater shoreline abutting riverine deltas and irrigated farmland.
- (c) "Quantification Settlement Agreement" has the same meaning as defined in subdivision (a) of Section 1 of Chapter 617 of the Statutes of 2002.
- (d) "Salton Sea Authority" or "authority" means the joint powers authority comprised of the County of Imperial, the County of Riverside, the Imperial Irrigation District, the Coachella Valley Water District, and the Torres Martinez Desert Cahuilla Indian Tribe.
- (e) "Secretary" means the Secretary of the Natural Resources Agency.
- (f) "Vector management" means services that eliminate or reduce the risk of illness caused by any organism transporting a pathogen.

(Added by Stats. 2013, Ch. 402, Sec. 1. (AB 71) Effective January 1, 2014.)

2942. (a) (1) The secretary, in consultation and coordination with the authority, shall lead the Salton Sea restoration efforts that shall include all of the following:

- (A) Early start habitat demonstration projects.
- (B) Biological investigations relating to the restoration of the Salton Sea.

(C) Investigations of water quality, sedimentation, and inflows relating to the restoration of the Salton Sea.

(D) Air quality investigations, in consultation and coordination with local and regional air quality agencies, relating to the restoration of the Salton Sea.

(E) Geotechnical investigations relating to the restoration of the Salton Sea.

(F) Financial assistance grant programs to support restoration activities of local stakeholders.

(2) Nothing in this article shall alter any state responsibility under the Quantification Settlement Agreement or the state's authority to carry out any responsibility under the Quantification Settlement Agreement.

(3) (A) To the extent that funding is appropriated to the department for Salton Sea restoration activities, the Department of Water Resources, in coordination and under agreement with the department, may undertake restoration efforts identified in this subdivision.

(B) The department and the Department of Water Resources shall do all of the following for the Salton Sea Species Conservation Habitat Project:

(i) Immediately make available relevant information relating to the factors that influence the cost and size of the alternatives discussed in the environmental impact report or environmental impact statement for the species habitat conservation program.

(ii) Release all available detail on a final project design immediately, or upon final determination of a least environmentally damaging preferred alternative by the United States Army Corps of Engineers. Details of a final project design shall include location, configuration, size, and cost.

(iii) Immediately make available project evaluation protocols that include the following principles of adaptive management:

(I) Goals and objectives of the project.

(II) The project design and an operations plan.

(III) A monitoring plan that will include metrics that identify benefits to the species.

(IV) A performance evaluation based on species population identified through monitoring.

(V) A decisionmaking framework to evaluate project performance and guide operations and management changes.

(b) (1) The authority may lead a feasibility study, in coordination and under contract with the secretary, to do the following:

(A) Investigate access and utility agreements that may contribute to the future funding of restoration activities at the Salton Sea.

(B) Analyze all feasible funding sources for restoration program components and activities.

(C) Analyze economic development opportunities, including, but not limited to, renewable energy, biofuels, mineral development, and algae production for the purposes of identifying new revenue sources for the Salton Sea restoration efforts.

(D) Identify state procurement and royalty sharing opportunities.

(E) Review existing long-term plans for restoration of the Salton Sea and recommend to the secretary changes to existing restoration plans. In any review pursuant to this subparagraph, the authority shall consider the impacts of the restoration plan on air quality, fish and wildlife habitat, water quality, and the technical and financial feasibility of the restoration plan and shall consider the impacts on other agencies responsible for air quality, endangered species, and other environmental mitigation requirements for implementation of the Quantification Settlement Agreement.

(2) No evaluation, study, review, or other activity pursuant to this article shall delay the planning and implementation of ongoing and planned restoration or mitigation projects, including, but not limited to, the Salton Sea Species Conservation Habitat Project or other measures pursuant to existing state and federal programs and agreements.

(c) Notwithstanding any other law, the Department of Water Resources is authorized to use design-build procurement authority for projects constructed at the Salton Sea in accordance with Article 6 (commencing with Section 10187) of Chapter 1 of Part 2 of Division 2 of the Public Contract Code.

(Amended by Stats. 2016, Ch. 340, Sec. 7. (SB 839) Effective September 13, 2016.)

2943. For the purposes of considering local, publicly derived input concerning habitat objectives and actions, types and levels of public access, and integration of air quality management and habitat restoration, the secretary shall seek input from the authority with regard to the following components of restoration of the Salton Sea:

(a) Design opportunities and constraints, including the integration of the habitat, public access, and air quality management objectives.

(b) Public access and recreational components.

(c) Opportunities for economic development.

(d) Habitat mosaics and location.

(e) Vector management and predator control.

(f) Feasible financial resources to fund all recommended restoration program components.

(Added by Stats. 2013, Ch. 402, Sec. 1. (AB 71) Effective January 1, 2014.)

2945. (a) Nothing in this article interferes with or prevents the exercise of authority by a public agency to carry out its programs, projects, or responsibilities.

(b) Nothing in this article affects requirements imposed under any other provision of law.

(Added by Stats. 2013, Ch. 402, Sec. 1. (AB 71) Effective January 1, 2014.)





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FISH AND GAME CODE - FGC

DIVISION 3. FISH AND GAME GENERALLY [2000 - 2954] (*Division 3 enacted by Stats. 1957, Ch. 456.*)

CHAPTER 13. Salton Sea Restoration Act [2930 - 2954] (*Chapter 13 added by Stats. 2003, Ch. 611, Sec. 1.*)

ARTICLE 3. Lithium [2950 - 2954] (*Article 3 added by Stats. 2022, Ch. 63, Sec. 1.*)

2950. For purposes of this article, the following definitions apply:

- (a) "Agency" means the Natural Resources Agency.
 - (b) "Disadvantaged community" has the same meaning as defined in Section 80002 of the Public Resources Code.
 - (c) "Nonprofit corporation" means a nonprofit corporation qualified to do business in California and exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.
 - (d) "Salton Sea Management Plan" means the Salton Sea Management Program Phase I: 10-Year Plan published in August 2018, or revised thereafter.
 - (e) "Secretary" means the Secretary of the Natural Resources Agency.
 - (f) "Severely disadvantaged community" has the same meaning as defined in Section 80002 of the Public Resources Code.
- (Amended by Stats. 2022, Ch. 251, Sec. 2. (AB 209) Effective September 6, 2022.)

- 2951.** (a) There is hereby created the Salton Sea Lithium Fund within the State Treasury to be administered by the Natural Resources Agency.
- (b) Pursuant to Section 47100 of the Revenue and Taxation Code, moneys generated by the lithium extraction excise tax imposed pursuant to Section 47010 of the Revenue and Taxation Code, and any other moneys as directed by the Legislature, are deposited into the Salton Sea Lithium Fund.
- (c) Notwithstanding Section 13340 of the Government Code, the Salton Sea Lithium Fund is hereby continuously appropriated without regard to fiscal years to the agency for purposes of this article.
- (d) The agency shall allocate the moneys in the Salton Sea Lithium Fund for the following purposes, except as specified in subdivision (f):
- (1) Operations and maintenance of restoration projects, or other public works projects, that are in existence on January 1, 2023, or are developed by the state pursuant to the Salton Sea Management Plan or an applicable State Water Resources Control Board order, including Orders WRO 2002-0013 and WR 2017-0134 and orders issued on or after January 1, 2023.
 - (2) Restoration projects required to meet the state's obligations as identified in any state plan or order related to the management of the Salton Sea, including the Salton Sea Management Plan or an applicable State Water Resources Control Board order, including Orders WRO 2002-0013 and WR 2017-0134 and orders issued on or after January 1, 2023.
 - (3) Grants for community engagement, public amenity, capital improvement, or community-benefit projects, including projects to help build capacity for meaningful public participation and outreach, at or around the Salton Sea and those communities impacted by the Salton Sea's restoration and development, as found by the secretary to be necessary and consistent with the state management objectives in the Salton Sea Management Plan. Entities eligible for these grants include, but are not limited to, tribal governments, nonprofit corporations, and local governments that serve disadvantaged communities or severely disadvantaged communities, as found by the secretary to be necessary and consistent with the state management objectives in the Salton Sea Management Plan.
- (e) When awarding a grant pursuant to paragraph (3) of subdivision (d) to a nonprofit corporation, the agency shall give preference to a nonprofit corporation that meets all of the following criteria:
- (1) The nonprofit corporation is in good standing by having complied with all state and federal requirements applicable to nonprofit corporations and having not been subject to any form of sanction, suspension, or disciplinary censure.
 - (2) The nonprofit corporation has a demonstrated presence in the Salton Sea region and experience working across different sectors, including, but not limited to, community stakeholders, local and state agencies, academia, independent contractors, and researchers, and the nonprofit corporation's staff implementing the grant will be located in or near disadvantaged communities located near the Salton Sea.
 - (3) The nonprofit corporation possesses experience relating to environmental justice initiatives, health intervention programs, direct assistance services, and civic education and engagement with community stakeholders across disadvantaged communities in the Salton Sea region.
- (f) Notwithstanding subdivision (d), the agency shall not allocate moneys pursuant to this article for purposes of funding an otherwise legally required mitigation project by a third party under any other existing agreement.
- (g) (1) When allocating moneys pursuant to this article, the agency shall prioritize allocations immediately necessary for operations and maintenance, but may allocate those moneys for any of the purposes described in subdivision (d) based on expected revenue.
- (2) Each fiscal year, the agency shall allocate a portion of the revenues deposited into the Salton Sea Lithium Fund for the purposes described in paragraph (3) of subdivision (d).

(3) The agency may maintain a prudent reserve in the Salton Sea Lithium Fund.

(Amended by Stats. 2022, Ch. 251, Sec. 3. (AB 209) Effective September 6, 2022.)

2952. (a) Before allocating moneys pursuant to this article, the agency shall develop and adopt project solicitation and evaluation guidelines.

(b) The guidelines may include monitoring and reporting requirements, a limit on the dollar amount of grant awards, and other requirements, including eligibility requirements.

(c) The guidelines shall encourage, where feasible, inclusion of the following project components:

(1) Efficient use of water supplies and other natural resources.

(2) Protection and preservation of habitat.

(3) Mitigation of dust or other human health hazards.

(4) Protection of tribal cultural resources.

(5) Operation and maintenance of built infrastructure.

(6) Access and inclusion of underserved or underrepresented communities in public processes.

(d) Before adopting the guidelines, the agency shall consult with tribes and hold two public meetings to consider tribal input and public comments.

(e) Before holding a public meeting related to the guidelines, the agency shall publish a draft of the guidelines on its internet website.

(f) All public meetings related to the guidelines shall be conducted in the vicinity of the Salton Sea.

(g) The secretary shall cause to be posted, in an electronic form, the adopted guidelines on the agency's internet website.

(h) Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code does not apply to the development and adoption of the guidelines.

(Added by Stats. 2022, Ch. 63, Sec. 1. (SB 125) Effective June 30, 2022.)

2953. For purposes of implementing this article, the agency may enter into agreements with other agencies, including the Department of Water Resources.

(Added by Stats. 2022, Ch. 63, Sec. 1. (SB 125) Effective June 30, 2022.)

2954. On or before June 30 of each fiscal year, the agency shall report on its internet website the projected operating and maintenance costs of state-developed or -managed public works or restoration projects at the Salton Sea for the following fiscal year that will be funded through the Salton Sea Lithium Fund.

(Amended by Stats. 2022, Ch. 251, Sec. 4. (AB 209) Effective September 6, 2022.)

**MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES
DEPARTMENT OF THE INTERIOR AND THE SALTON SEA AUTHORITY FOR
COLLABORATION AND EXCHANGE OF TECHNICAL AND SCIENTIFIC
INFORMATION REGARDING THE RESOURCES OF THE SALTON SEA**

I. PARTIES

A. This Memorandum of Understanding, hereinafter referred to as “MOU,” is made and entered into this 27th day of February, 2014, by and between the Salton Sea Authority, a joint powers authority comprised of the County of Imperial, the County of Riverside, Coachella Valley Water District, the Torres Martinez Desert Cahuilla Indians and Imperial Irrigation District, hereinafter referred to as “Authority”; and the Department of the Interior, hereinafter referred to as “DOI.” These agencies are at times collectively referred to as “Parties” and individually as “Party”.

II. EXPLANATORY RECITALS

A. The Salton Sea (Sea) is located in Southern California in Imperial and Riverside counties. The Sea is a terminal body of water and is affected by a number of natural and anthropogenic processes (including municipal and agricultural water use), such as the increasing salinity concentration in the Sea, which is affected by the natural process of evaporation. The current salinity concentration is approximately 54 grams/Liter.

B. In 1930, the Sea gained Federal recognition for its recreational and wildlife uses. Under Executive Order 5498, the President established the Salton Sea National Wildlife Refuge on the Sea's southern shoreline as a breeding ground for birds and wild animals, with primary objectives of wintering waterfowl maintenance and other migratory bird management.

C. In 1992, Congress passed the Reclamation Projects Authorization and Adjustment Act (Public Law 102-575) which directed the Secretary of the Interior to “conduct a research project for the development of a method or combination of methods to reduce and control salinity, provide endangered species habitat, enhance fisheries, and protect human recreational values in the area of the Salton Sea.”

D. In 1993, the Authority was formed in accordance with the State of California government code (Articles I and II, Chapter 5, Division 7, Title 1, commencing with Sections 6500) to direct and coordinate “actions relating to improvement of water quality and stabilization of water elevation and to enhance recreational and economic development potential of the Sea

and other beneficial uses, recognizing the importance of the Sea for the continuation of the dynamic agricultural economy in Imperial and Riverside counties.”

E. The Salton Sea Reclamation Act of 1998, P. L. 105-372, was enacted by Congress and directed the Secretary to “complete studies including, but not limited to environmental and other reviews, of the feasibility and benefit-cost of various options that permit the continued use of the Salton Sea as a reservoir for irrigation drainage...” In 2013, the Authority was given further direction (in accordance with the State of California government code (Article 2, Chapter 13, Division 3 Fish and Game Code)) and “may lead a restoration funding and feasibility study” regarding “restoration activities at the Salton Sea” including recommendations for “changes to existing [Salton Sea] restoration plans.”

F. In recent years, there has been a growing public concern regarding the need for projects that would recognize the current and projected resource conditions at the Sea, and the need for private as well as Federal, tribal, state, and local entities to better coordinate consideration and implementation of actions to address these conditions. Any such potential actions should recognize and further the implementation of the Colorado River Water Delivery Agreement of 2003, and related agreements.

G. Significant funds and efforts have been invested by both Parties to date on topics including, but not limited to, science, engineering, and community outreach at the Sea, and this information will be used to enhance future public engagement on issues of critical importance to the stakeholders in and around the Sea.

H. Through signature of this MOU, DOI and the Authority commit to sharing available technical and scientific information and expertise, for the purpose of collaboration in connection with actions affecting resources of the Sea, and identification of opportunities for practical and implementable projects for mitigation and improvement of conditions in and around the Sea.

III. PARTICIPATION

A. The DOI and Authority agree to:

(1) Share information available for release relevant to the Sea, with each Party assuming its own costs.

(2) Continue efforts with each Party to facilitate collaboration, engagement, prioritization, and partnerships among stakeholders essential to improving conditions in and around the sea, consistent with local, regional, state and Federal agreements as well as settlements such as the Torres Martinez Desert Cahuilla Indians Claims Settlement Act (Settlement Act).

(3) Engage with Sea stakeholders to provide necessary and available technical expertise in the development of specific, practical and implementable projects for mitigation and improvement of conditions in and around the vicinity of the Sea.

(4) Consistent with applicable Federal laws, share and consolidate existing land ownership and right-of-way information to assist in coordinated planning and future project development including the potential for revocation or modification of Federal land withdrawals, including, for the purpose of, among others, development of renewable energy projects.

(5) Consistent with the Record of Decision resulting from the planning process for the Desert Renewable Energy Conservation Plan (DRECP) currently underway, cooperate in potential further analysis of opportunities for geothermal and other renewable energy resources in and around the Sea.

(6) Continue engagement in the development of a Habitat Conservation Plan with the Imperial Irrigation District that is focused on protecting threatened and endangered species found at or near the Sea, in a manner that complements the State of California's Species Conservation Habitat Project.

(7) Identify and facilitate funding, coordination with Authority plans and other needs for the United States Fish and Wildlife Service's Red Hill Bay Project on the south eastern shore of the Sea.

(8) Evaluate opportunities for habitat conservation, wetlands projects and coordination with Riverside County, Torres Martinez Desert Cahuilla Indians, Imperial Irrigation District and Coachella Valley Water District at and around the inflow of the Whitewater River on the north shore of the Sea.

IV. POINTS OF CONTACT

A. Bureau of Reclamation:

Valerie E. Simon, Chief, Resources Management Office
U.S. Bureau of Reclamation, Lower Colorado Region
P.O. Box 61470, Boulder City, NV 89006
(702) 293-8227

B. U.S. Fish and Wildlife Service:

Chris Schoneman, Project Leader
Sonny Bono Salton Sea National Wildlife Refuge Complex
906 W. Sinclair Road, Calipatria, CA 92233
(760) 348-5278

C. U.S. Geological Survey:

Dr. Doug Barnum, Wildlife Biologist
Salton Sea Science Office
78401 Highway 111, Suite R, La Quinta, CA 92253
(760) 636-9438

D. Bureau of Land Management:

John Kalish, Field Manager
1201 Bird Center Drive, Palm Springs, CA 92262
(760) 833-7100

Thomas F. Zale, Field Manager
1661 South 4th Street, El Centro, CA 92243
(760) 337-4400

E. Office of the Secretary of the Interior:

Robert Laidlaw
Department of the Interior, Office of Policy Analysis
1849 C Street, N.W., Room 3517, Washington, D.C., 20240
(202) 262-3158

F. Bureau of Indian Affairs:

Robert Eben, Superintendent, Southern California Agency
1451 Research Park Drive, Suite 100
Riverside, CA 92507-2154
(951) 92507-2154

G. Salton Sea Authority:

Roger Shintaku, General Manager
Salton Sea Authority
44-199 Monroe Street, Suite C, Indio, CA 92201
(760) 564-4888

V. GENERAL PROVISIONS

A. Nothing in this MOU is intended to or shall be construed to limit or affect in any way the authority or legal responsibilities of the Authority or DOI. Nothing in this MOU binds the Authority or DOI to perform beyond their respective authorities.

B. Nothing in this Agreement may be construed to obligate DOI or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Nor does this Agreement obligate DOI, the United States, or the Authority to spend funds on any particular project or purpose, even if funds are available.

C. The mission requirements, funding, personnel, and other priorities of the Authority or DOI may affect their ability to fully implement all the provisions identified in this MOU.

D. Specific activities that involve the transfer of money, services, or property between DOI and the Authority are not contemplated under the scope of this MOU. To the extent that any such activities are subsequently considered between the Authority and DOI, execution of separate agreements or contracts will be required.

E. Nothing in this MOU is intended to or shall be construed to restrict the Authority or DOI from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

F. This MOU is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its Departments, Agencies, or entities, its officers, employees, or agents, or any other person.

G. Any information furnished between the Agencies under this MOU may be subject to the Freedom of Information Act, 5 U.S.C. § 552, et seq. (FOIA) and the California Public Records Act, Gov. Code § 6250, et seq. (CPRA). DOI and the Authority agree to consult each other regarding any such relevant requests and prior to releasing potentially privileged or exempt documents.

H. This MOU is subject, as applicable, to the laws of the State of California and the laws of the United States of America.

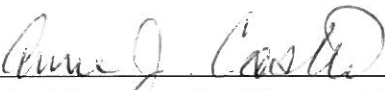
I. All cooperative work under the provisions of this MOU will be accomplished without discrimination against any employee because of race, sex, creed, color, national origin, or any other legally protected class as identified in Federal or California State law, the California State Constitution, or the United States Constitution, as applicable.

J. This MOU shall remain in effect for an initial term of ten (10) years after its effective date and may be renewed if both parties agree.

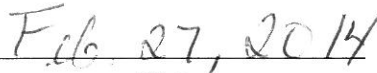
K. Either party to this Agreement will consult with the other party in a timely manner prior to ensure coordinated release of any statements for publication or public dissemination that refer to this Agreement, to the Parties in connection with this Agreement, or the name or title of any employee of the Parties in connection with this Agreement.

L. Nothing in this Agreement may be interpreted to imply that the United States or DOI endorses any product, service, or policy of the Authority or its member entities. Nothing in this Agreement may be interpreted to imply that the Authority endorses any product, service, or policy of DOI or its member agencies. Neither party will take any action or make any statement that suggests or implies such type of endorsements.


VI. APPROVALS




Assistant Secretary for Water and Science,
Department of the Interior
Anne J. Castle



Date



President, Salton Sea Authority
Jim Hanks



Date

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CALIFORNIA NATURAL RESOURCES AGENCY AND
THE SALTON SEA AUTHORITY
FOR COLLABORATION AND COOPERATION ON
RESTORATION OF THE SALTON SEA**

This Memorandum of Understanding (“MOU”) is entered into by the California Natural Resources Agency (“CNRA”) and the Salton Sea Authority (“Authority”), each a “Party” and collectively the “Parties,” regarding collaboration and cooperation in the restoration of the Salton Sea, including but not limited to planning and implementation of the Salton Sea Management Program (“SSMP”). The Authority is a California Joint Powers Agency, whose members include the County of Imperial, the County of Riverside, the Coachella Valley Water District, the Imperial Irrigation District, and the Torres Martinez Desert Cahuilla Indians, collectively the “Member Entities.”

A. Background

The Salton Sea is California’s largest lake and is a critical stop on the Pacific Flyway, benefiting many species of resident and migratory birds. The Salton Sea is receding, and its salinity has increased substantially as inflows to the Sea have declined, degrading the ecosystem and contributing to worsening air quality in the region.

The state is committed to restoring the Salton Sea, and the numerous demands on and interests in restoration of the Salton Sea present an opportunity for governmental agencies at the local and state levels to collaborate to enhance outcomes of that restoration. CNRA is leading the state’s restoration efforts through implementation of the SSMP and recognizes the benefit and necessity of coordination with the Authority’s member entities in the planning, construction, operation, and maintenance of SSMP projects.

Through this MOU, CNRA and the Authority desire to document their intent to work together to improve public health, economic opportunity, habitat, and overall quality of life for the communities around the Salton Sea through coordination and collaboration in the planning and implementation of the SSMP.

B. Purpose

The purpose of this MOU is to document the Parties’ good faith commitments to coordinate and consult in the restoration of the Salton Sea.

C. Authority

The Parties are entering this MOU pursuant to the Salton Sea Restoration Act, Fish & Game Code section 2930 *et seq.* Pursuant to Fish & Game Code sections 2942, subdivision (a)(1), and 2943, the Secretary for Natural Resources (“Secretary”) shall undertake Salton Sea restoration efforts in consultation and coordination with the Authority.

D. Specific Principles

The Parties intend to collaborate and cooperate in planning and implementation of the SSMP as follows:

1. CNRA Participation in the Authority's Board of Directors Meetings. The Parties recognize that the Authority's Board of Directors Meetings ("Board Meetings") provide a valuable forum for discussion of Salton Sea restoration. The Parties intend that the Secretary or the Secretary's representative may participate in Board Meetings on a regular basis as an ex officio, non-voting, member of the Authority, pursuant to the Joint Powers Agreement creating the Salton Sea Authority. To assist in coordinating the activities of CNRA with the Authority and its Member Entities, the Parties anticipate that the Secretary or the Secretary's representative will engage in discussion and respond to public questions and comment in the same manner as voting members of the Authority's Board of Directors.
2. Authority Coordination Assistance. CNRA recognizes that the Authority is uniquely positioned to assist in coordination of local priorities for Salton Sea restoration projects. The Parties intend the Authority to continue its leadership role in the development and consolidation of local priorities and to be the primary channel through which such local priorities are communicated to CNRA. The Parties intend the Executive Director of the Authority to communicate local Salton Sea restoration priorities and support requests to CNRA through the Secretary's representative.
3. Federal Funding Partnership Opportunities. The Parties intend to work together to seek out federal funding partnership opportunities for planning and implementation projects that will help restore the Salton Sea and fulfill the SSMP acreage targets. The Parties intend to partner to apply for such federal funding where appropriate.
4. SSMP Project Planning and Implementation. To accelerate restoration efforts, the Parties contemplate that CNRA may request that the Authority or its Member Entities lead or assist with certain planning and implementation efforts, such as implementation of certain fully-permitted SSMP projects. The Authority desires to assist CNRA with planning and implementation of the SSMP and intends that its Board of Directors consider in a timely manner such requests by CNRA.

E. Additional Provisions

1. Amendments. This MOU may be amended only by mutual written agreement of the Parties.
2. Term. This MOU will become effective upon execution by the Parties and will remain in full force and effect until terminated by either Party with 60-day written notice.

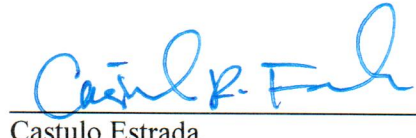
3. Relationship of Parties. Execution of this MOU does not create a new legal entity with a separate legal existence from the individual Parties. This MOU does not result in the joint exercise of powers as set forth in California Government Code section 6500 *et seq.*
4. Appropriations. The Parties recognize that all actions contemplated by this MOU are subject to legislative appropriation. Nothing herein shall constitute, or be deemed to constitute, an obligation of future appropriations by the Legislature of the State of California, where creating such an obligation would be inconsistent with Article XVI, sections 1 and 7, of the Constitution of the State of California. Nothing in this MOU is intended or shall be construed to authorize or require the obligation, appropriation, reprogramming, or expenditure of any funds by any Party. Any funding commitment or services, if pursued, will be handled in accordance with applicable laws, regulations, and procedures.
5. Nonbinding. This MOU is legally nonbinding and in no way: (i) impairs any Party from continuing its own planning or project implementation; (ii) limits a Party from exercising its authority in any matter; (iii) infers that a Party will act in any particular manner on a project; or (iv) gives any of the Parties any authority over matters within the jurisdiction of any other Party. Nothing in this MOU creates any legal rights, obligations, benefits, or trust responsibilities, substantive or procedural, enforceable at law or in equity, by a Party against any other Party, a Party's officers, or any person. Nothing in this MOU authorizes anyone not a Party to this MOU to maintain an action at law or in equity under the provisions of this MOU.
6. Counterparts. This MOU may be signed in two or more counterparts each of which, when executed and delivered, shall be an original and all of which together shall constitute one instrument, with the same force and effect as though all signatures appeared on a single document.

**CALIFORNIA NATURAL RESOURCES
AGENCY**



Arturo Delgado
Assistant Secretary for Salton Sea Policy

SALTON SEA AUTHORITY



Castulo Estrada
President

INFORMATION TO SUPPORT EXPOSED
LAKEBED CALCULATIONS FOR
DROUGHT FLOW SCENARIOS

California Natural Resources Agency

DROUGHT REDUCTION IMPACTS ON IMPERIAL VALLEY

- Reduction scenarios: 250 TAFY reduction to IID over 2023-2026, with a return to baseline inflows after 2026
- Two assumptions are modeled:
 1. Following conservation program
 2. Hybrid conservation program (50 TAFY efficiency and 200 TAFY following conservation)
- Based on a review of records over the past 5 years, the following effect represents a 35.7% loss to Sea, derived from fraction of Salton Sea inflow compared to CO River water supply to IID
- Model results do not include effects of 10-Year Plan projects including SCH

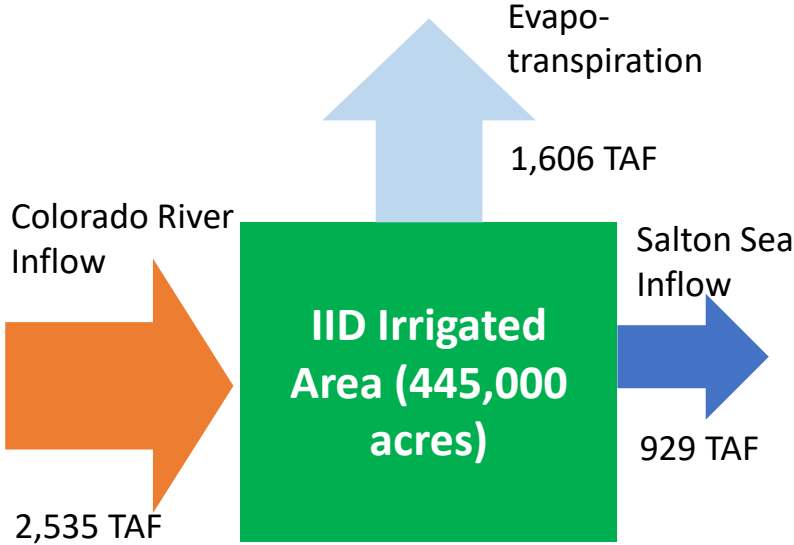
SALTON SEA INFLOW REDUCTION SCENARIOS (2023-2026) TO IMPERIAL VALLEY

Assumption	Inflow Reduction for 250,000 AFY Drought Reduction	Equation for Inflow Reduction
No drought reduction	0	-
Fallowing (35.7% Loss)	89,000	$35.7\% * 250,000$
50 TAFY Efficiency & Fallowing (35.7% Loss)	121,000	$50,000 + 35.7\% * (250,000 - 50,000)$

DROUGHT REDUCTION IMPACTS ON COACHELLA VALLEY

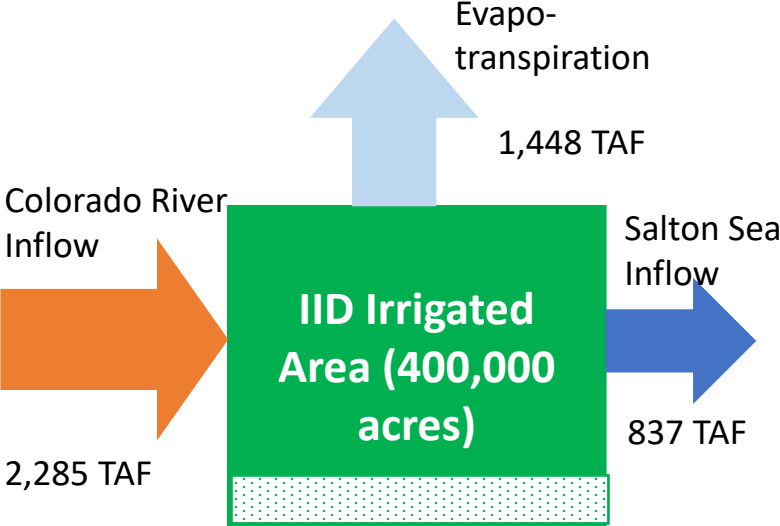
- CVWD suggested using delivery reductions of 25 TAFY (10% of inflow reduction to IID).
- The reduction would be achieved through voluntary Colorado River Water Conservation Program up to 10 TAFY. Average return flows to drains are 20%, so the maximum potential reduction in flows to Salton Sea over the four-year period would be 2,000 AFY.
- The remainder and any amount that cannot be achieved by the Colorado River Water Conservation Program would be achieved by reducing recharge at CVWD groundwater recharge facilities, which would have no impact to flows to the Salton Sea for the four-year period.
- The impact on flows to the Salton Sea from Coachella Valley will be small, and therefore are not included in the modeling.

IID Pre-Drought Conditions



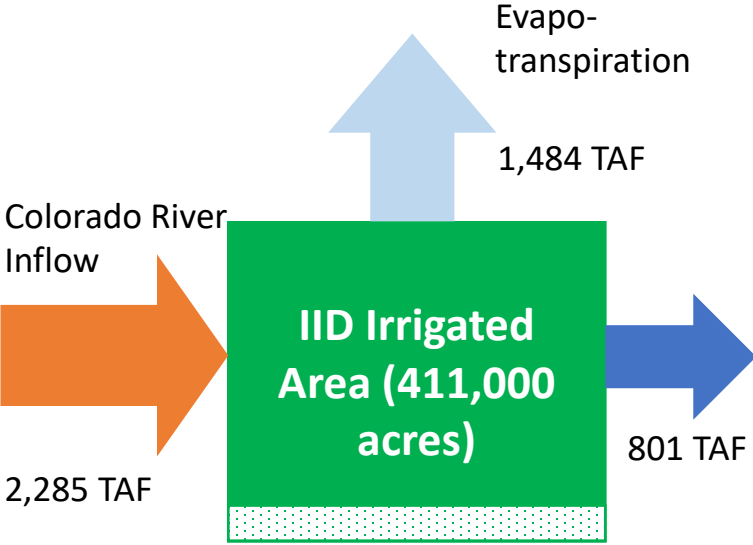
$$\begin{array}{r}
 2,535 \text{ Inflow} \\
 -1,606 \text{ ET} \\
 \hline
 929 \text{ Salton Sea}
 \end{array}$$

IID Drought Reduction Plus Fallowing



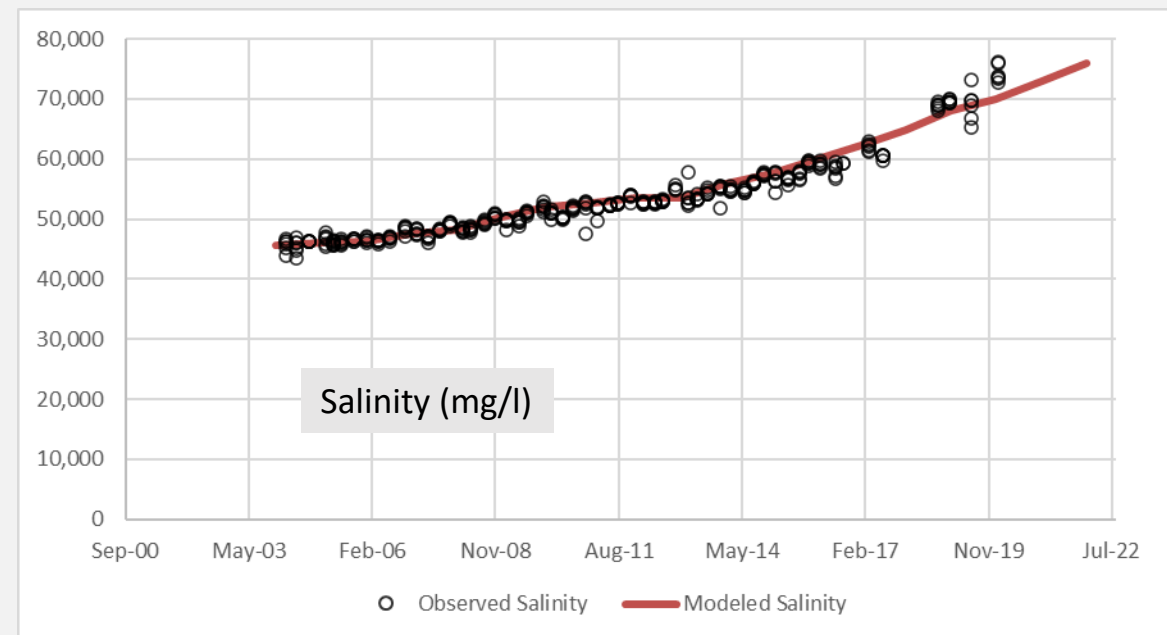
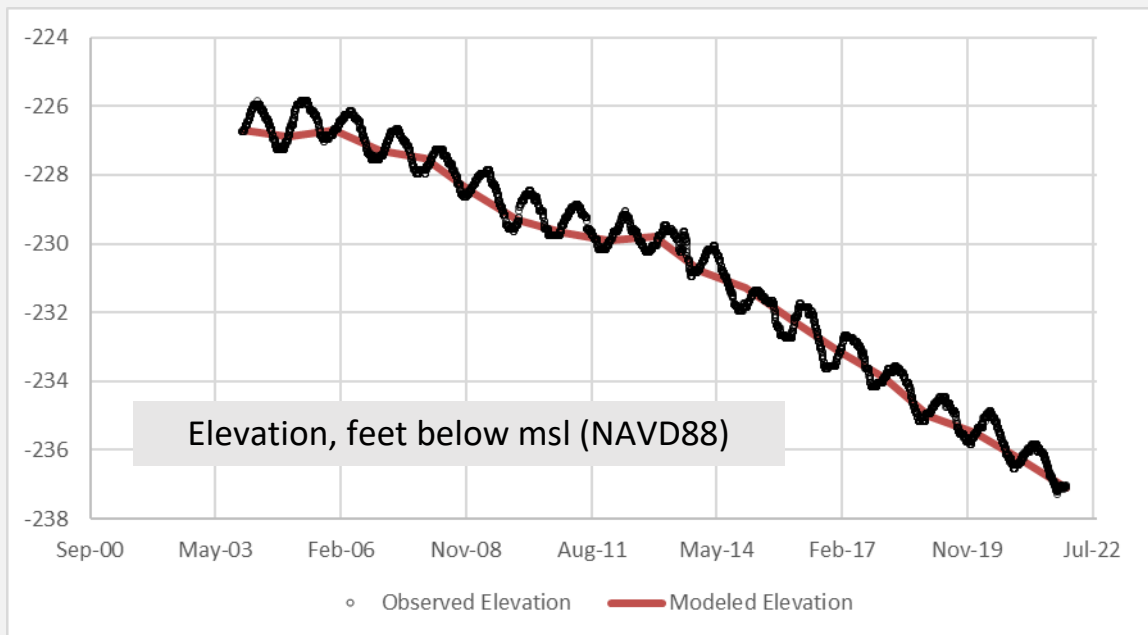
$$\begin{array}{r}
 2,285 \text{ Inflow} \\
 -1,448 \text{ ET} \\
 \hline
 837 \text{ Salton Sea}
 \end{array}$$

IID Drought Reduction Plus Fallowing and Efficiency



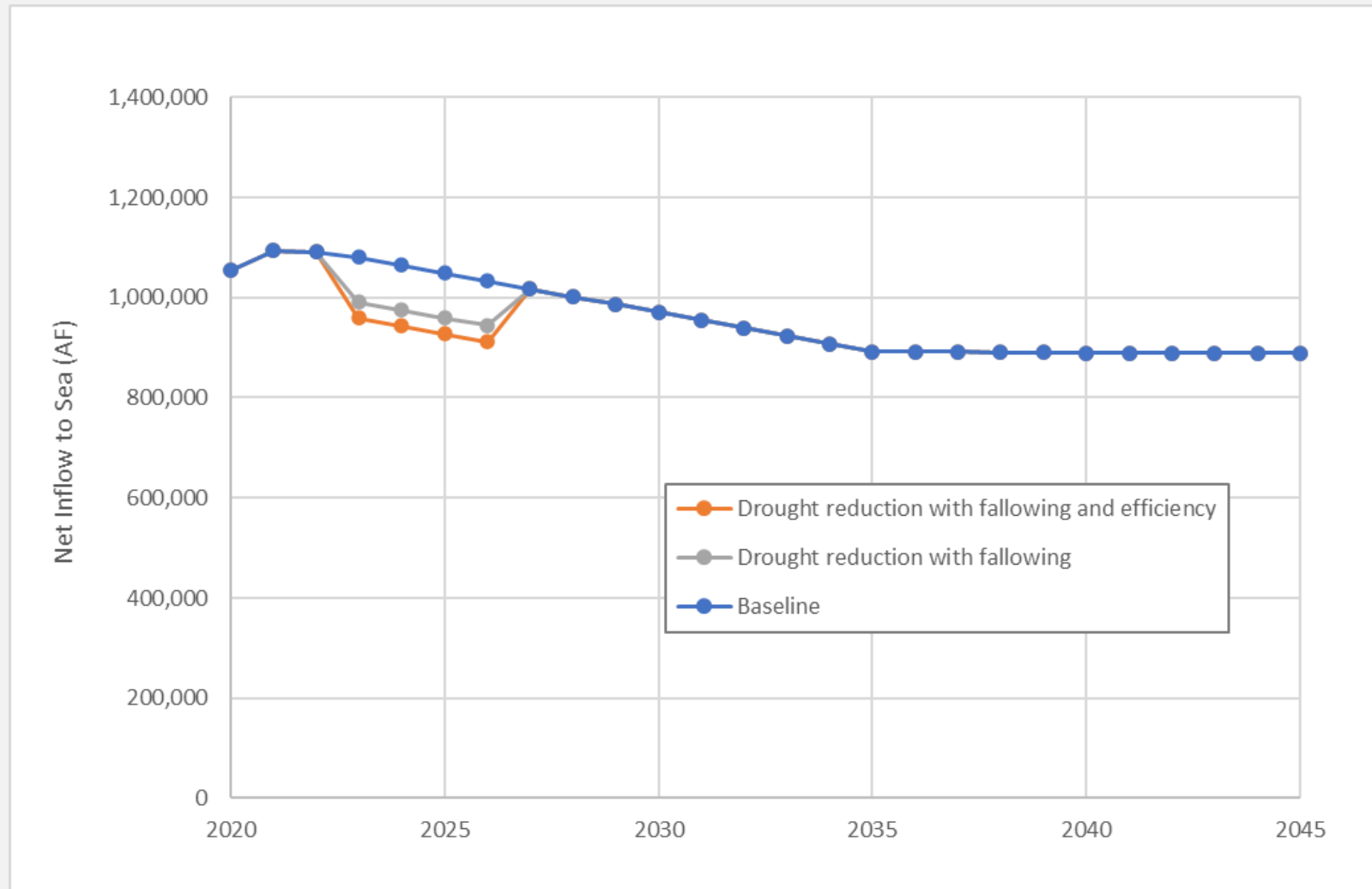
$$\begin{array}{r}
 2,285 \text{ Inflow} \\
 -1,484 \text{ ET} \\
 \hline
 801 \text{ Salton Sea}
 \end{array}$$

SALTON SEA ACCOUNTING MODEL (SSAM) TO MODEL RECENT INFLOW, SALINITY AND ELEVATION DATA

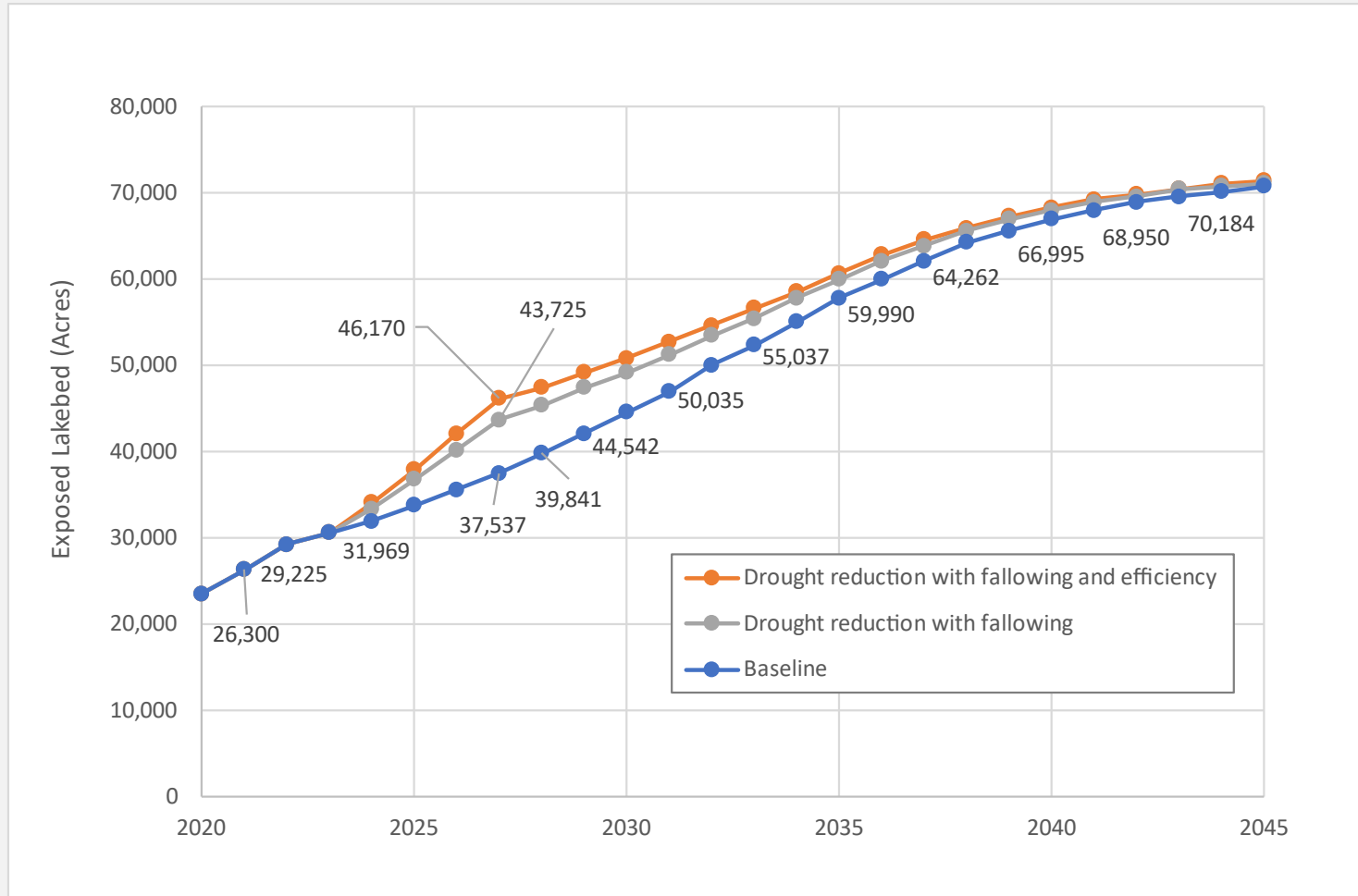


We used this model to make future projections of the Sea's elevation and salinity for any given projected inflow scenario, as shown in the following slides.

MODELED INFLOW SCENARIOS

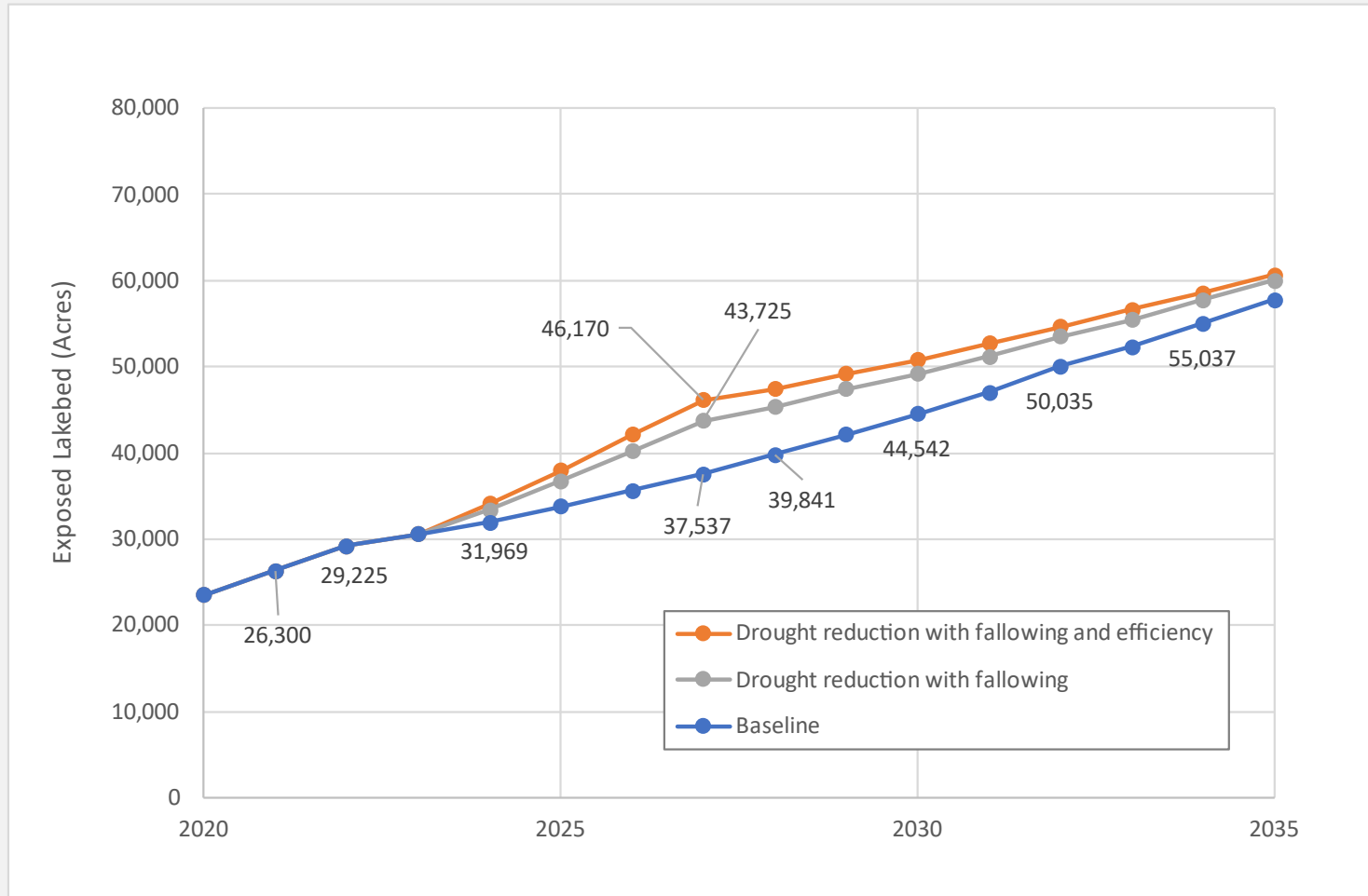


IMPACT TO EXPOSED LAKEBED FROM DROUGHT REDUCTION SCENARIOS (2020-2045)



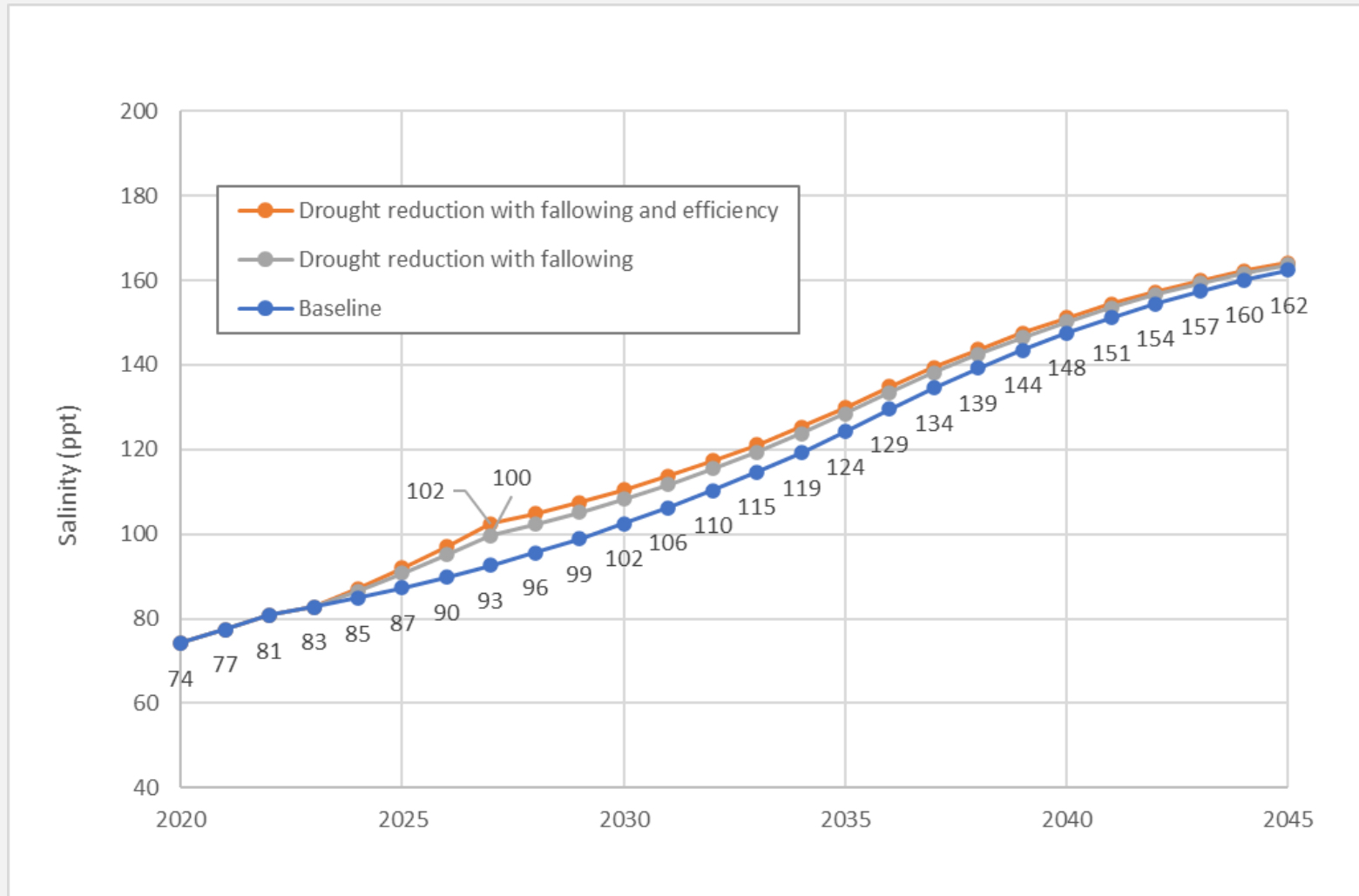
The maximum expected increase in exposed lakebed resulting from 250,000 AF of water conserved in Imperial County ranges from 6,200 acres to 8,600 acres, which would occur in 2027.

IMPACT TO EXPOSED LAKEBED FROM DROUGHT REDUCTION SCENARIOS (2020-2035)



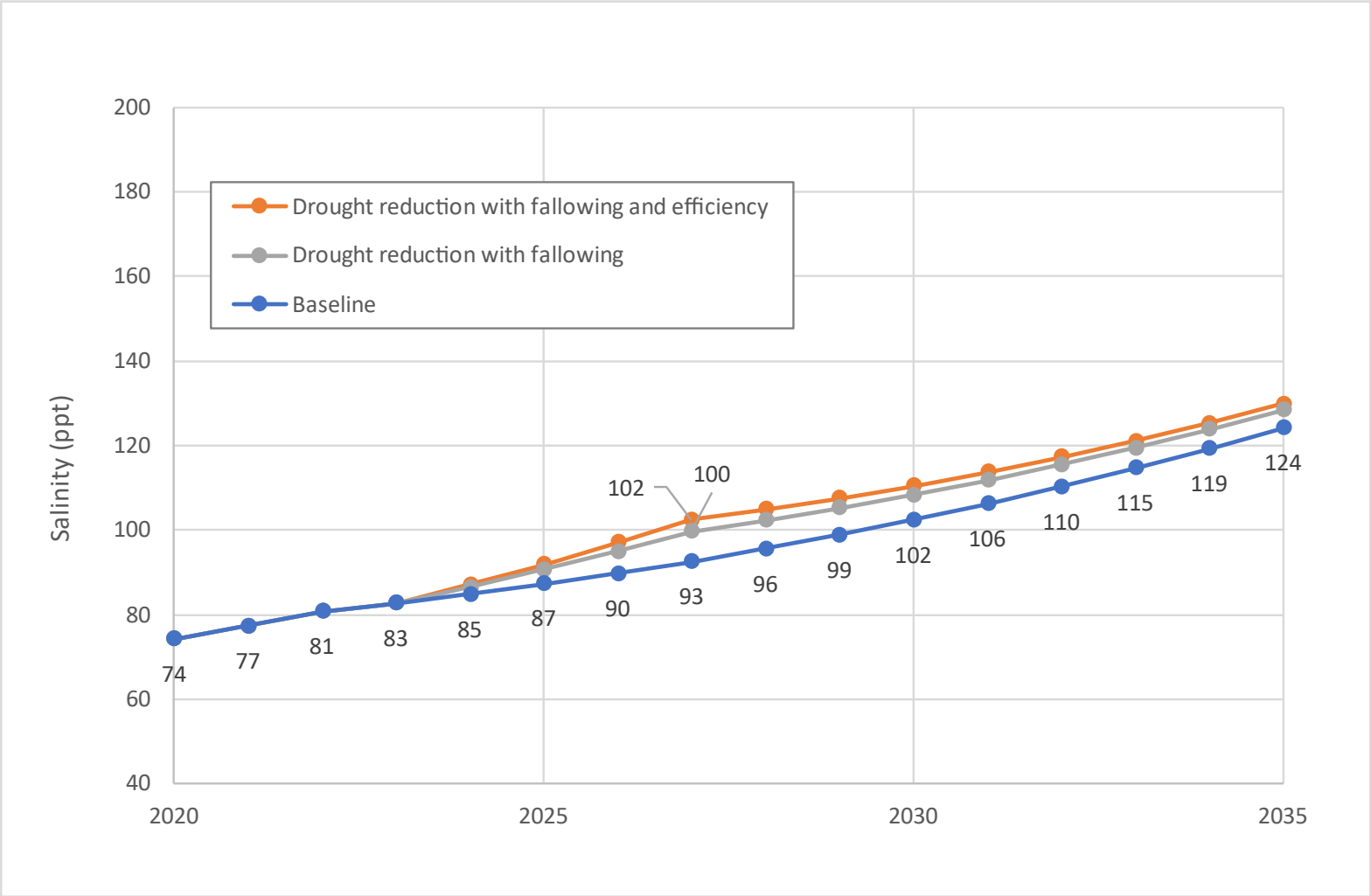
The maximum expected increase in exposed lakebed resulting from 250,000 AF of water conserved in Imperial County ranges from 6,200 acres to 8,600 acres, which would occur in 2027.

IMPACT TO SALINITY FROM DROUGHT REDUCTION SCENARIOS



The maximum expected increase in salinity resulting from 250,000 AF of water conserved in Imperial County ranges from 7 ppt to 9 ppt, which would occur in 2027.

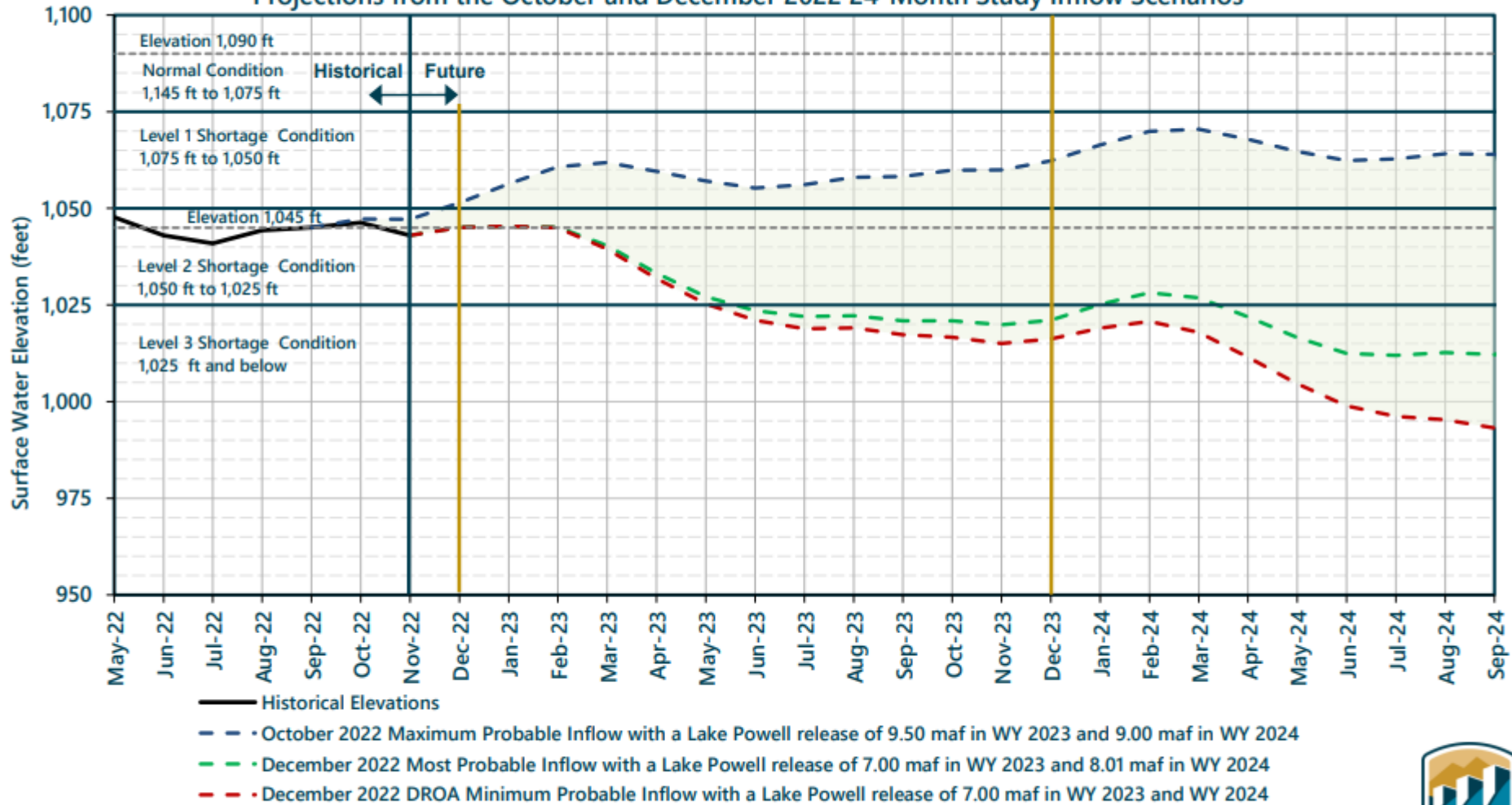
IMPACT TO SALINITY FROM DROUGHT REDUCTION SCENARIOS



The maximum expected increase in salinity resulting from 250,000 AF of water conserved in Imperial County ranges from 7 ppt to 9 ppt, which would occur in 2027.

Lake Mead End of Month Elevations¹

Projections from the October and December 2022 24-Month Study Inflow Scenarios

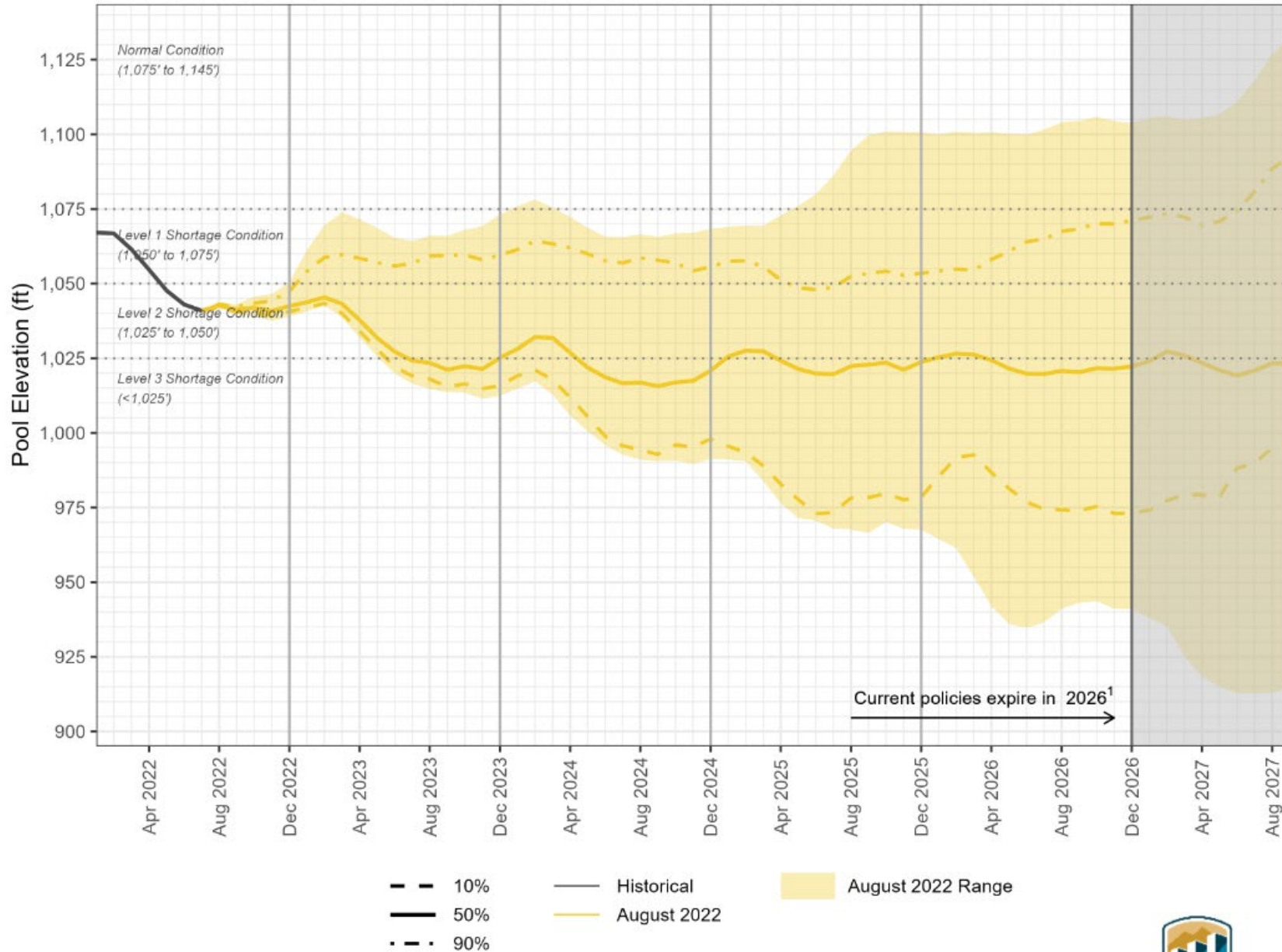


¹ Projected Lake Mead end of month physical elevations from the latest 24-Month Study inflow scenarios. The Drought Response Operations Agreement (DROA) is available online at: <https://www.usbr.gov/dcp/finaldocs.html>.



Lake Mead End-of-Month Elevations

August 2022 CRMMS-ESP Projection



1 - For modeling purposes, simulated years beyond 2026 (shaded region) assume a continuation of the 2007 Interim Guidelines, the 2019 Colorado River Basin Drought Contingency Plans, and Minute 323, including the Binational Water Scarcity Contingency Plan. Except for certain provisions related to ICS recovery and Upper Basin demand management, operations under these agreements are in effect through 2026. Reclamation anticipates beginning a process in early 2023 to develop operations forpost-2026, and the modeling assumptions described here are subject to change for the analysis to be used in that process.



SUMMARY

- SSAM model is a good representation of Salton Sea water and salt balance, and does a good job explaining trends over the past two decades
- SSAM model coupled with future projected inflows were used to estimate the change in elevation, exposed lakebed and salinity
- Under current trajectories of inflows, absent drought reductions, the exposed lakebed and salinity are both expected to increase over the next two decades
- If drought conditions are taken into account, the exposed playa area and salinity are both increased in the near term, with the greatest difference occurring by 2027; the differences are less visible by 2040

REFERENCE: RECENT HISTORICAL DATA ON SALTON SEA FLOWS, ELEVATION AND SALINITY

Year	Inflow (AF)	Base evaporation (in)	Precipitation (in)	Sea Elevation (ft NAVD88)	Sea Area (acre)	Sea Salinity (ppt)	Exposed lakebed area (acre)
2004	1,205,693	68.0	4.4	-226.7	235,669	45.7	0
2005	1,252,187	68.0	4.4	-227.1	234,663	46.5	0
2006	1,214,560	68.0	0.7	-227.2	234,311	47.0	0
2007	1,206,227	68.0	1.9	-227.7	232,401	48.2	1,449
2008	1,166,790	68.0	2.7	-228.2	230,373	49.3	3,476
2009	1,058,828	68.0	1.0	-228.6	228,888	50.5	4,962
2010	1,190,201	68.0	4.9	-230.0	225,334	52.8	8,515
2011	1,172,468	65.0	1.9	-230.2	225,195	53.6	8,654
2012	1,267,420	68.0	2.2	-230.4	224,645	54.4	9,205
2013	1,143,849	70.0	1.8	-230.4	224,645	54.7	9,205
2014	1,098,163	70.0	0.6	-231.1	222,315	56.7	11,535
2015	1,126,640	70.0	1.5	-232.1	219,744	59.2	14,105
2016	1,148,693	72.0	1.91	-232.8	218,041	61.2	15,808
2017	1,104,305	72.0	4.00	-233.5	216,312	63.3	17,537
2018	1,065,116	72.0	2.33	-234.2	214,454	65.5	19,396
2019	1,044,076	72.0	3.44	-235.2	211,545	68.6	22,305
2020	1,053,611	72.0	2.04	-236.0	209,123	71.6	24,726
2021	1,093,575	72.0	2.01	-237.0	205,947	75.0	27,902



STATE OF CALIFORNIA
SALTON SEA
MANAGEMENT PROGRAM

SALTON SEA MANAGEMENT PROGRAM

Dust Suppression Action Plan

Presentation to the Salton Sea Authority
September 17, 2020

Evon Willhoff, DWR Program Manager I
Jacob Kollen, DWR Water Resources Engineer



Dust Suppression Action Plan (DSAP) Goals



GUIDE TO EXPEDITE THE IMPLEMENTATION OF DUST SUPPRESSION PROJECTS AROUND THE PERIMETER OF THE SALTON SEA BETWEEN 2020 AND END-2022. THE PLANNING AREA CONSISTS OF 9,800 ACRES.



THESE PROJECTS MEET THE STATE'S COMMITMENTS TO MANAGING AIR QUALITY FOR NEIGHBORING COMMUNITIES AND REQUIREMENTS OF THE STATE WATER RESOURCES CONTROL BOARD ORDER WR 2017-0134



THIS IS NOT A REGULATORY DOCUMENT, BUT GUIDANCE ON THE TYPES OF ACTIONS THAT NEED TO BE TAKEN TO ACCOMPLISH THE AREA GOALS



DSAP Projects & Phases

Dust Suppression Action Plan released in July 2020

Total planning area: 9,800 Acres

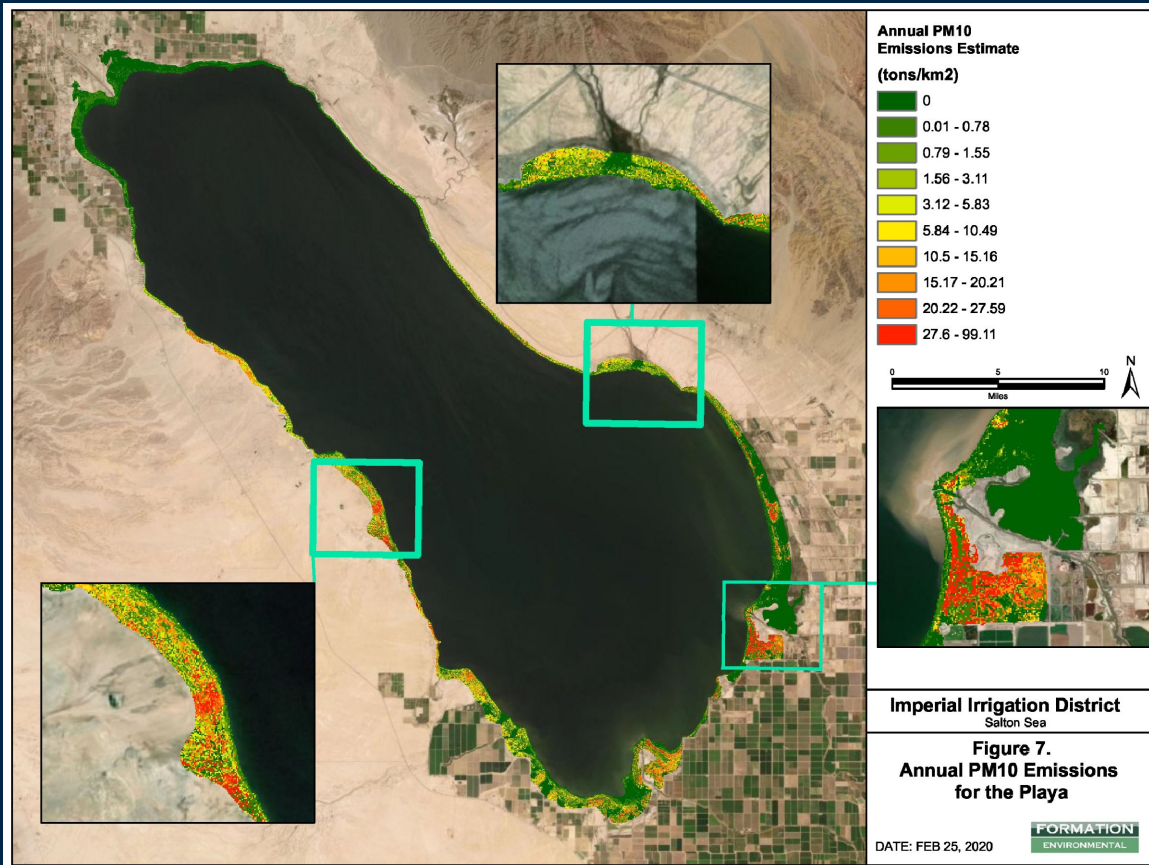
- Actual areas of project implementation may be limited by exclusions, based on further ground-level evaluation
- Several project areas include parcels that are to be implemented in both Phase A and Phase B

Project delivery through end of 2021

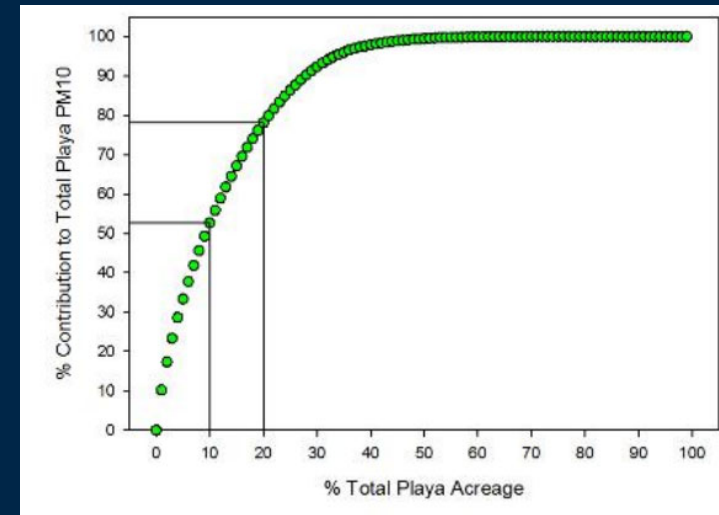
- January 2020: Bruchard Road Project 112 acres completed
- December 2020: 1,500 – 2,000 additional acres completed
- March 2021: 2,000 – 2,500 additional acres completed
- December 2021: 2,500 – 3,000 additional acres completed



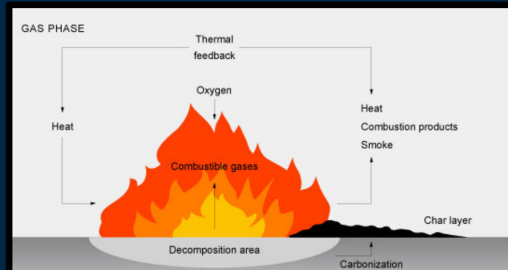
Existing Regional Source Area Data



www.iid.com/airquality



Process Based Dust Control



Go To Tactics

Wind Side

Increase Roughness

- Induce Friction into Air Column
- Reduce Wind Shear
- Reduce Saltation Activity
- Reduce PM10 Flux

Soil Side

Increase Effective Particle Size at Surface

- Increase Minimum Wind Shear Required for Erosion
- Reduce Saltation Activity
- Reduce PM10 Flux

Feedback Side

Break Up Effective Fetch

- Deposit Out Saltating Particles
- Reduce Saltation Activity
- Reduce PM10 Flux

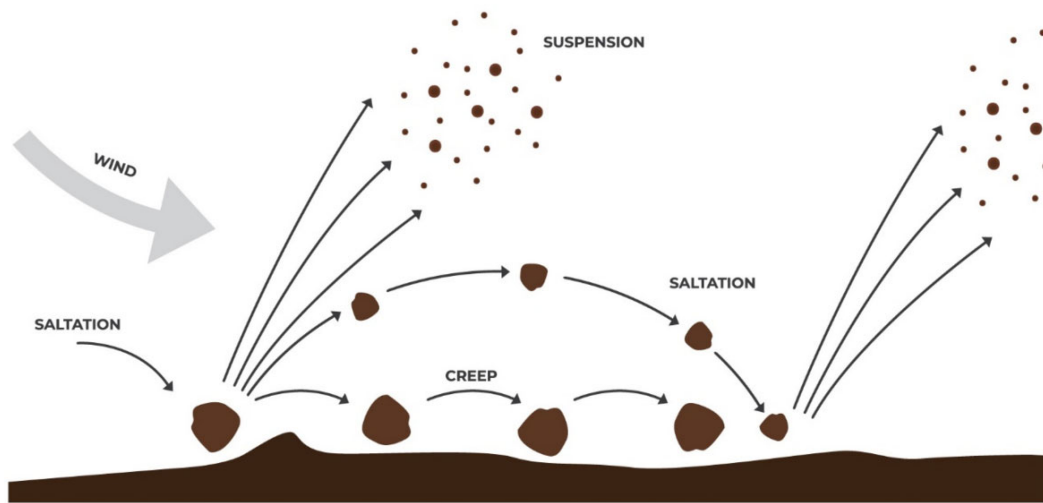
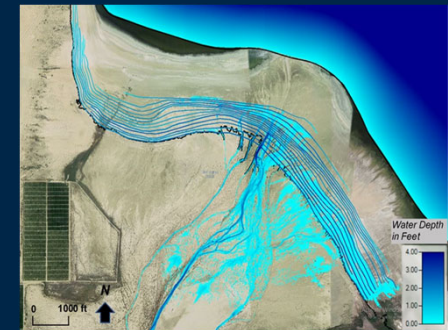
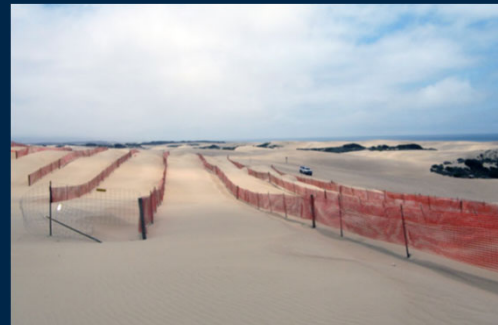


Figure 2. Processes of Dust Emission from a Dry Lakebed. (Modified from Presley and Tatarko, 2009)

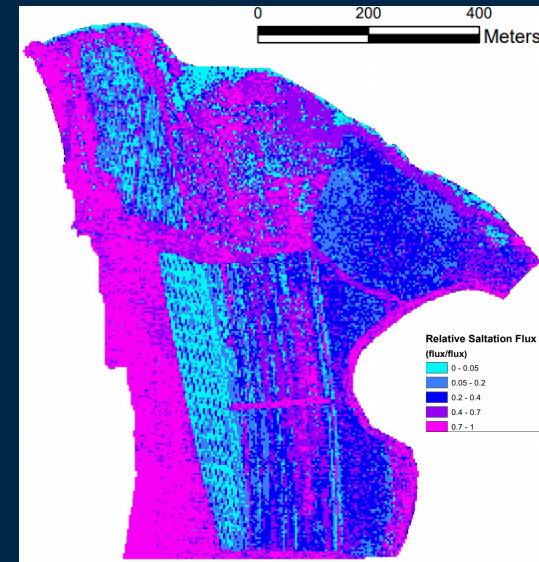
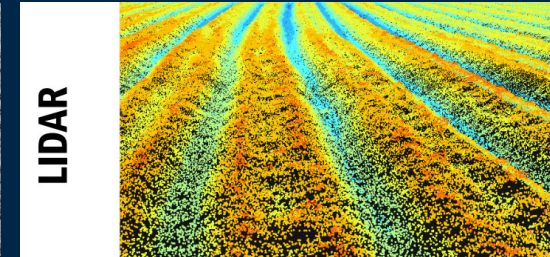
Project Areas and Example Control Measures



Project Performance Monitoring

TABLE 1. STRENGTHS OF SELECTED PERFORMANCE MONITORING TECHNIQUES

Monitoring Technique	Quantitative	Continuous Measurement	Spatially Comprehensive
Visual Surveillance Network		x	x
Surface Motion Monitoring Network	x	x	
Saltation Flux Mapping	x		x



https://saltonseaprogram.com/aqm/docs/2019_2020_Proactive_Dust_Control_Plan_Final.pdf

Collaboration

Early & Ongoing

- Communities
- Tribes
- Air Districts
- Inter-agency

Increasing our capacity

- Science
- Planning
- Implementation



Resources

Dust Suppression Action Plan

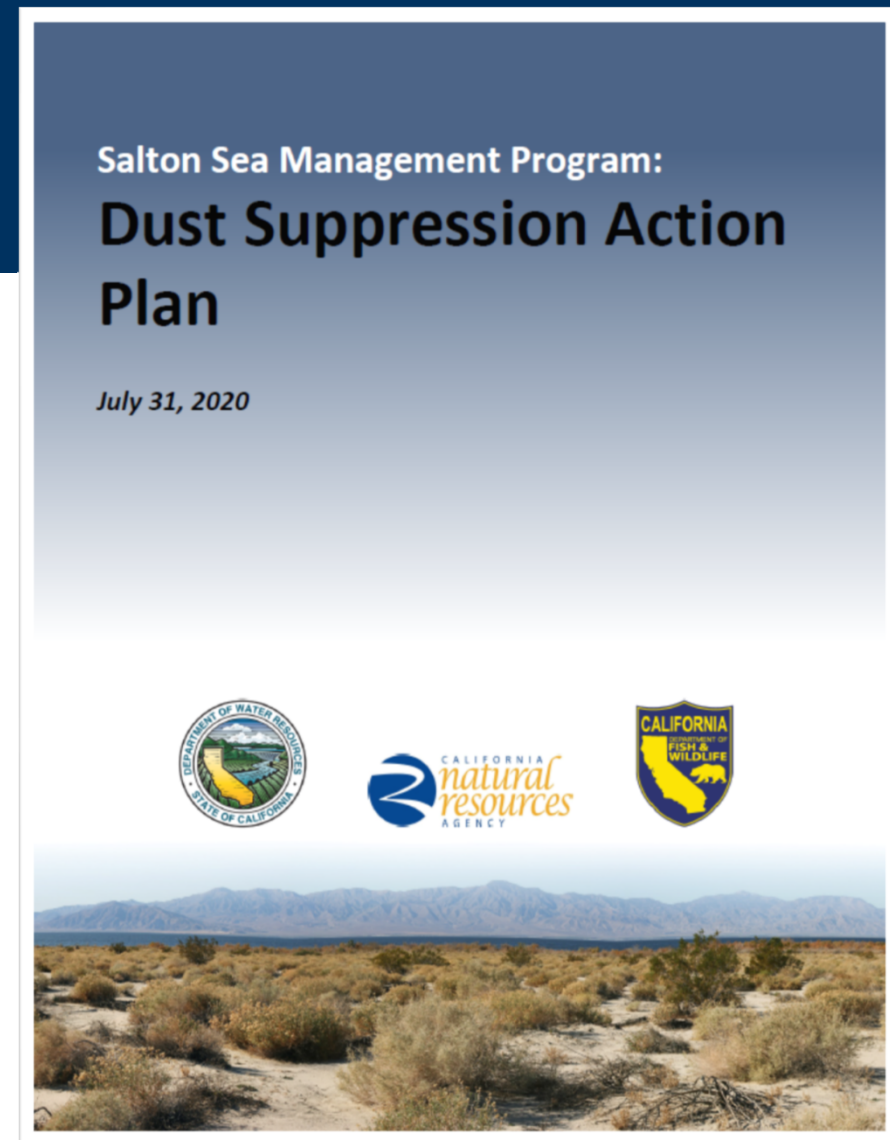
<https://saltonsea.ca.gov/planning/dust-suppression/>

CNRA SSMP eNewsletter

E-mail cnra-saltonsea@resources.ca.gov to sign-up

Contact information

Evon.Willhoff@water.ca.gov





Salton Sea Health Effects: Aerosolized Toxins, Asthma, and Epidemiology

David D Lo, MD PhD
BREATHE Center
Center for Health Disparities Research
UC Riverside School of Medicine

23 March 2023
Salton Sea Authority

Salton Sea Health Effects - Overview

- › Childhood asthma in the Salton Sea region, especially among the Mexican immigrant/agriculture worker communities is reported to be very high.
- › Asthma is assumed to be tied to dust levels. Is it linked to proximity to the drying Salton Sea?
- › Our studies suggest that environmental dust from the Salton Sea can trigger lung inflammation, potentially due to bacterial material rather than allergens

(Funding: NIH NIMHD U54 MD013368, Center for Health Disparities Research at UCR)

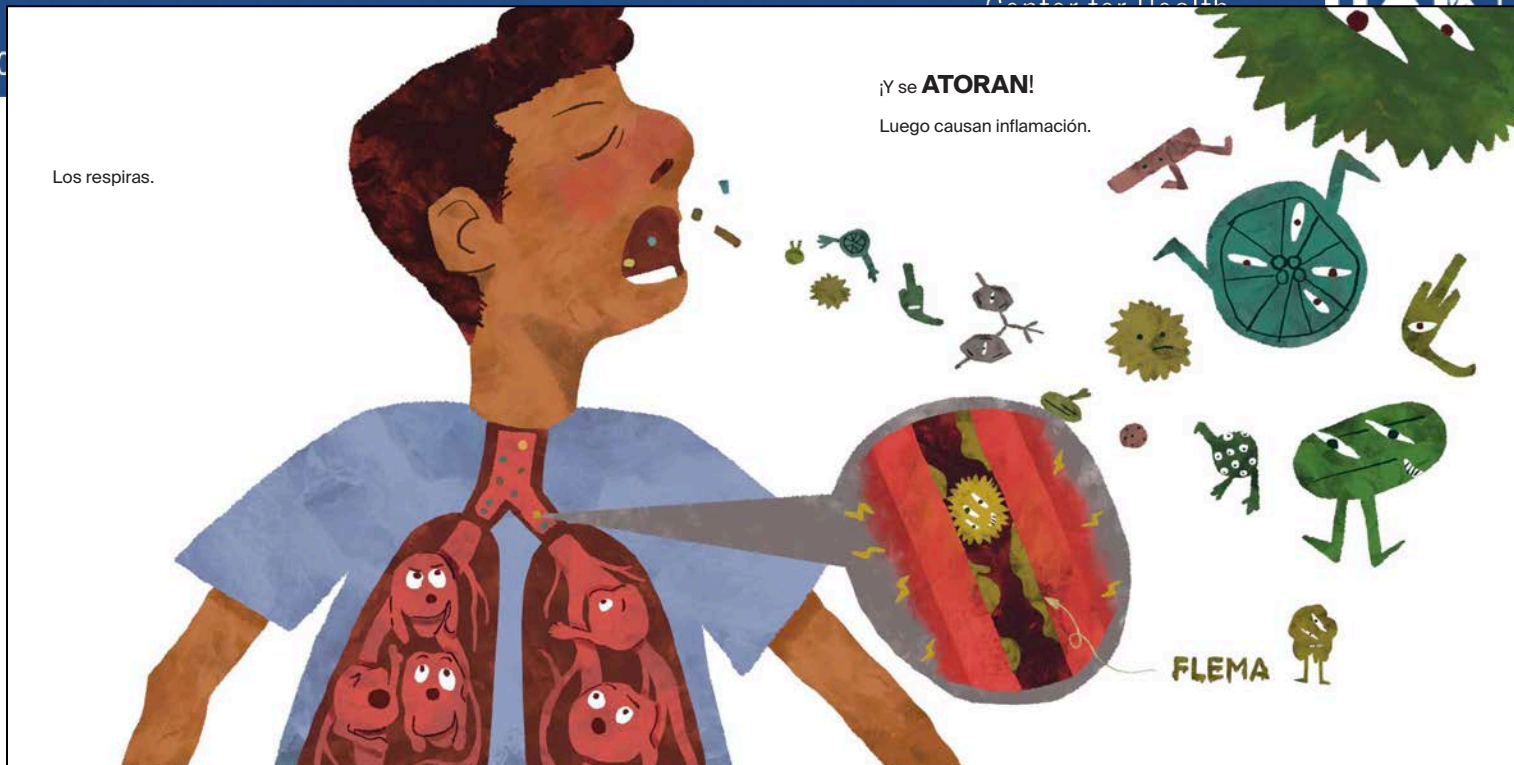


How Is Dust Connected to Asthma?

En días secos, el polvo,
moho, polen y virus

¡Flotan en el aire!

- › Dust levels near Salton Sea are higher than in desert areas further from the sea
- › As the Salton Sea retreats it exposes additional playa, and it appears to be especially potent in producing dust
- › But not all dust is created equal; does this dust also have properties that promote lung responses?



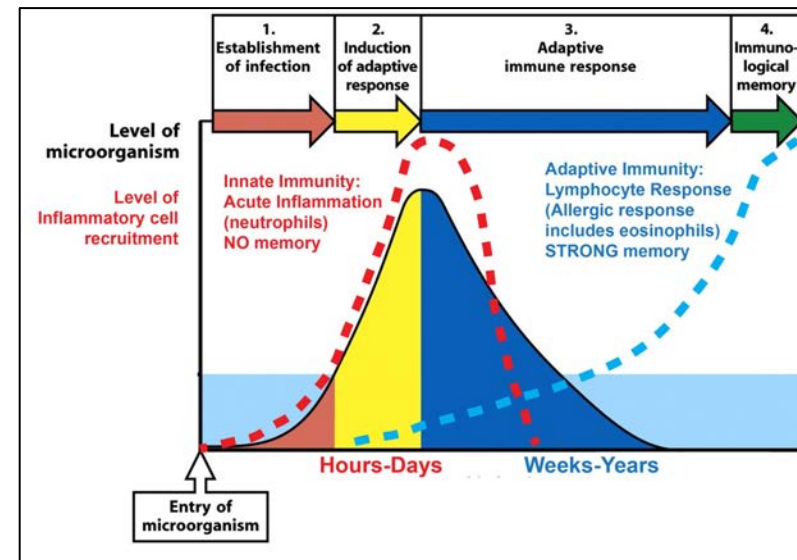
(Yuki Murayama)

Asthma is a chronic inflammatory disease in the lung, causing constricted airways, wheezing and coughing, along with acute attacks with extreme difficulty in breathing. Our studies are aimed at testing whether Salton Sea dust is especially potent in producing lung inflammation, and whether this promotes asthma

Inflammation and Lung Disease

Immune System induction

- › **Innate** triggers such as bacterial infection: “Acute” neutrophil inflammatory cells
- › **Adaptive** triggers such as allergens (e.g., dust mites) or viruses (e.g., COVID): Slower initiation, lymphocytes, eosinophils, and IgE, **chronic** disease
- › Thus, the **character** of the response provides clues to the **causes**
- › **ASTHMA is usually Adaptive/Allergic Immunity. Is this true for asthma seen in residents near Salton Sea?**



Our Research Findings So Far



To test the effect of dust, we use chambers to expose laboratory mice to aerosols see how their lungs respond to long exposures

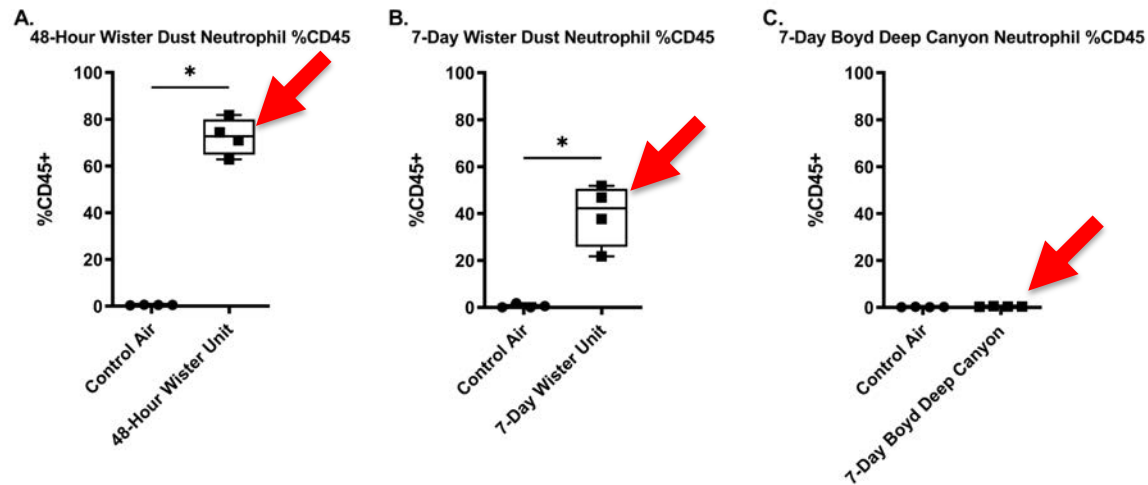
Dust Effects on Lungs

Dust was collected from several sites around the Salton Sea, including the Imperial Wildlife Area Wister Unit, with Boyd Deep Canyon above Palm Desert as a comparison

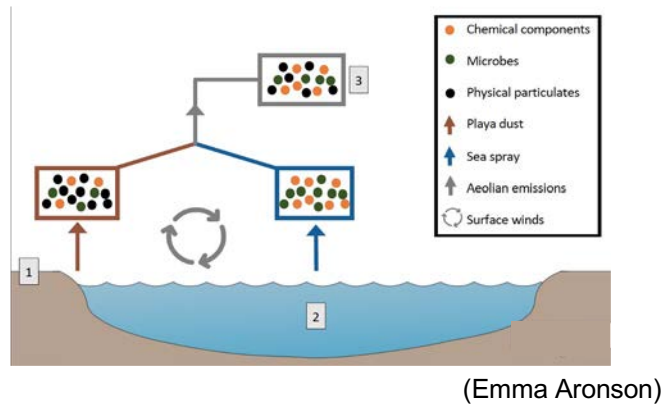
- For conventional asthma, we expected to see signs of *allergic* inflammation (e.g., eosinophils)
- Surprisingly, Wister dust triggered *acute/innate* inflammatory response (*Neutrophils*, but **NO** allergic eosinophils!). Only the dust from Salton Sea sites induced this type of inflammation



Lung *Neutrophil* Recruitment In Response To Salton Sea Dust



- 1) Wister and Sonny Bono dust triggers neutrophil (innate) response in exposed lungs (NO Eosinophils, so **NOT** allergic!). Similar results for Dos Palmas near North Shore.
- 2) NO inflammatory response to Boyd Deep Canyon dust
THUS, Proximity to the Salton Sea is associated with significant dust toxicity
- 3) Also note – the 48 hour Wister was *stronger* than the 7 day response, suggestive of classic innate responses to bacterial components

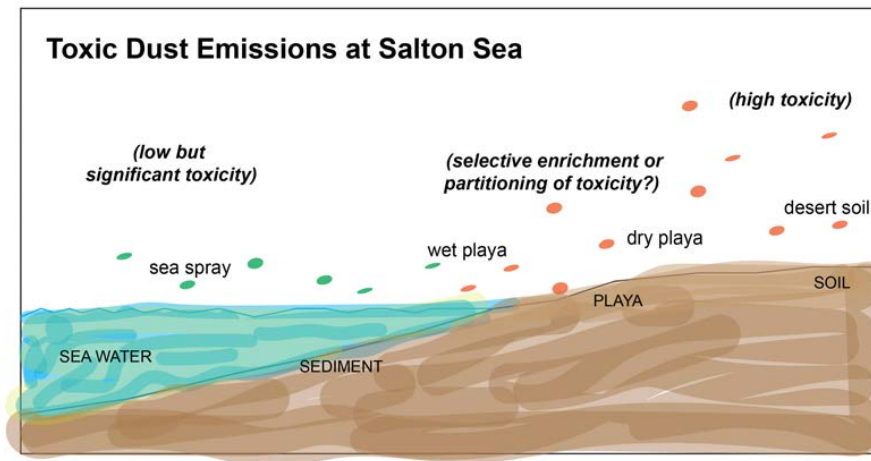


Ecology and the Sea

The Salton Sea is increasing in salinity, but possibly more important there is a high input of fertilizer from agriculture runoff. This nutrient burden may be promoting growth of bacteria and algae, and this microbial biomass may be a key component in playa dust

Preliminary metagenomic analysis indicates differences in microbiome of Salton Sea dust vs desert dust. Does microbial adaptation to hypersaline conditions involve an increase in microbial components (e.g., cell wall) that promote lung inflammation?

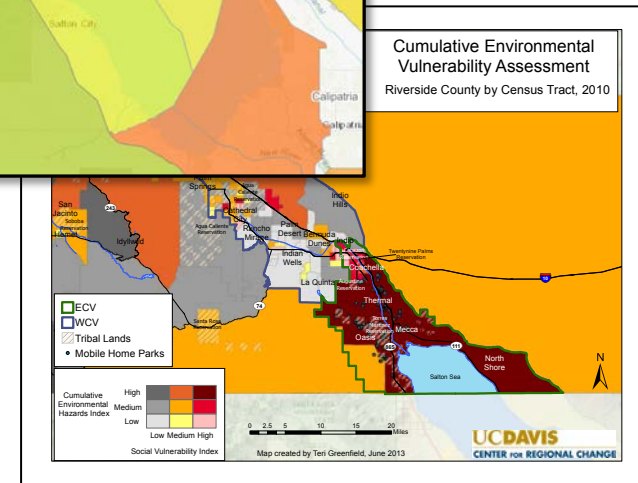
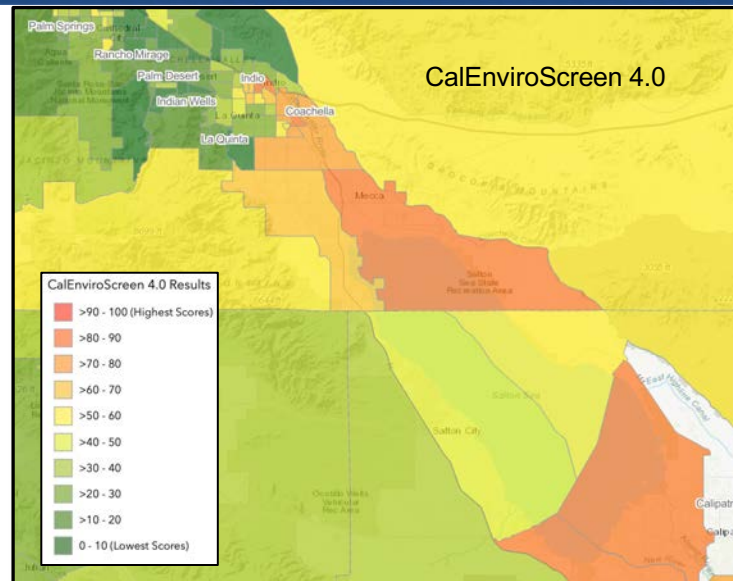
Also, how does it get into the dust?



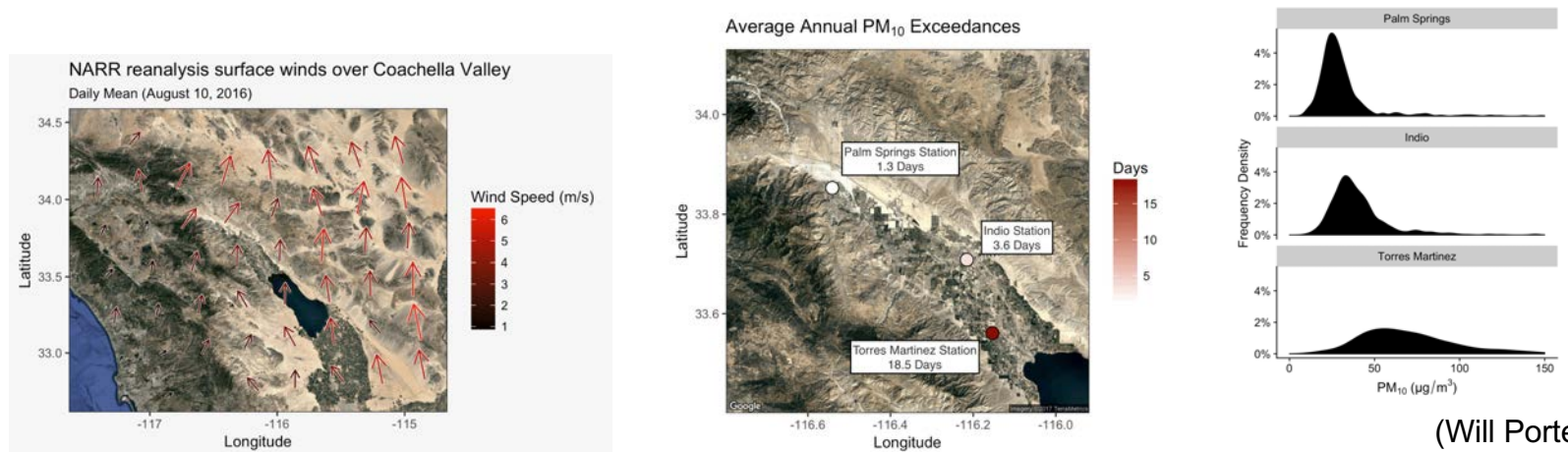
Assessing Health Impacts: What Do We Know, What Can We Know?

Calculated Risk Associated With Environmental Exposure

- › Risk and environmental hazard is a sum of weighted assessments including social determinants (and SES), toxic chemicals, pesticides, water quality, air quality, etc.
- › Salton Sea assessed as high risk, but this is not specific for only pulmonary health hazards; multiple factors can be at work in this setting

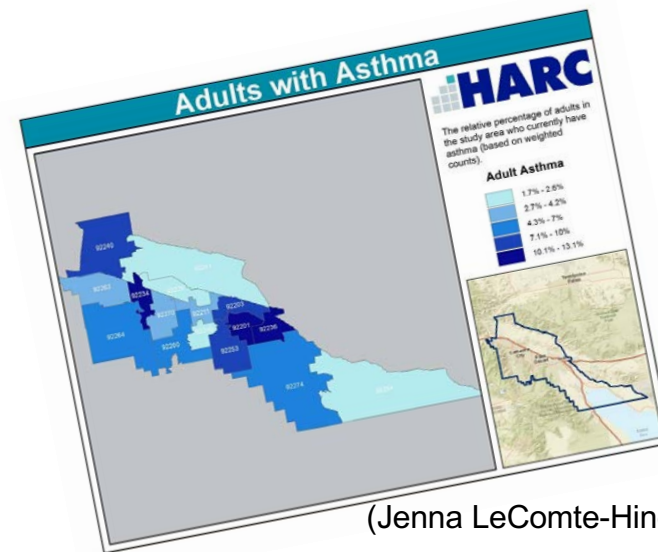
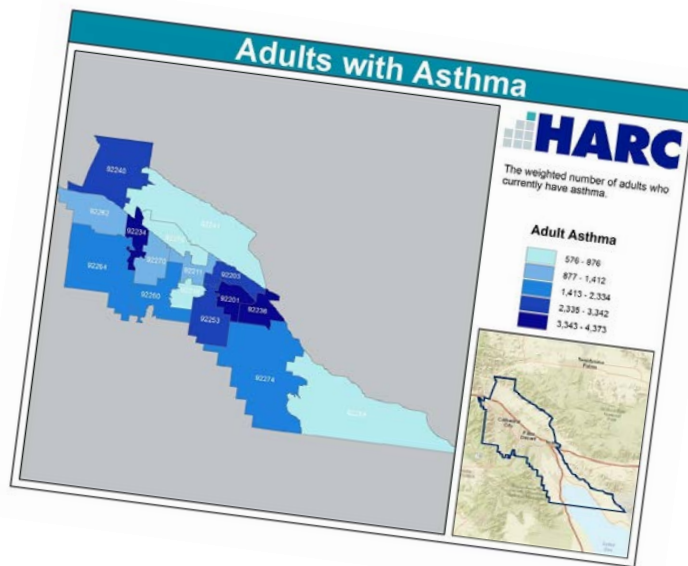


Aerosol PMs And Seasonal Winds Are Knowable, But Do They Tell Us What We Need To Know?



***Aerosol dust monitoring can be useful but it is insufficient
to tell us where the most severe health impacts are***

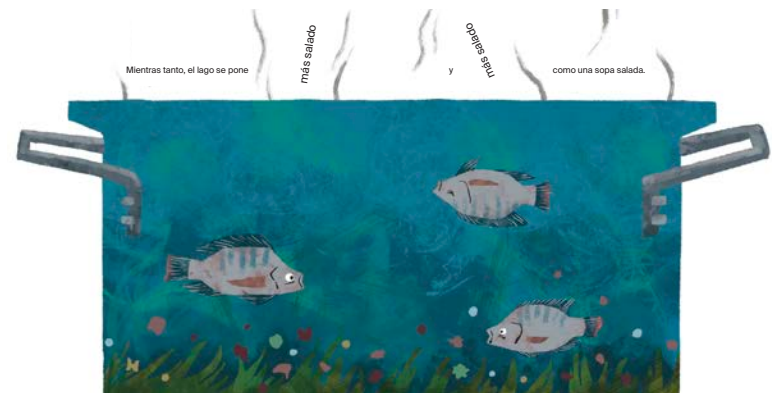
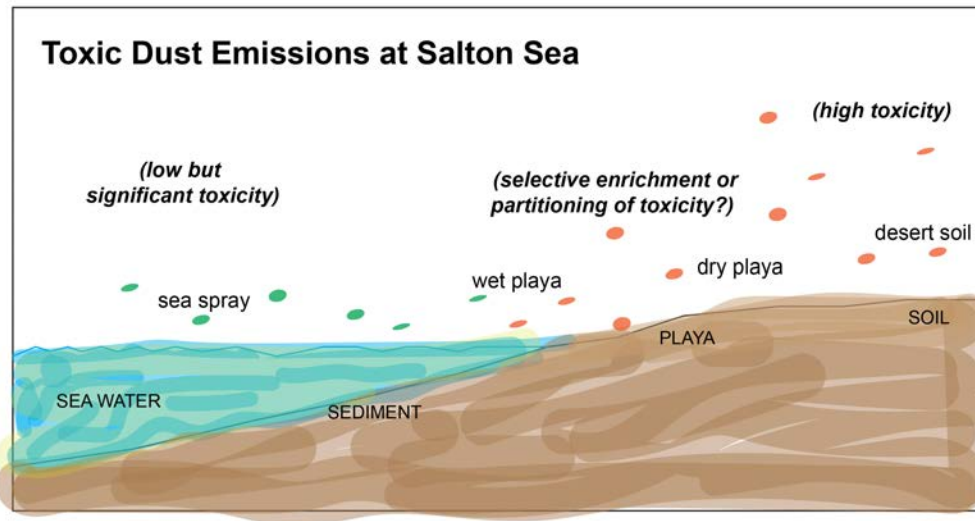
Asthma Incidence In Coachella Valley



(Jenna LeComte-Hinely)

The general incidence of asthma is known at the level of large tracts, such as zip code/county, but it does not provide neighborhood level detail and proximity to sources of types of dust

With chronic drought and warming temperatures, the sea is drying up faster. This emphasizes the importance of understanding the ecological crisis at the Salton Sea and its **health impacts**



(Yuki Murayama)

“A journey of a thousand miles begins with a single step”

- › To know the actual health impacts of Salton Sea-generated dusts, a detailed epidemiology study is needed to compile specific symptoms, associations with season, winds and related environmental conditions, as well as geographic information (geospatial tagging)
- › An initial study should provide a comprehensive assessment of existing conditions, in part to determine which communities are most severely affected
- › Repeated assessments over time will be especially important to evaluate benefits, if any, of environmental mitigation projects

CALIFORNIA LEGISLATURE—2023–24 REGULAR SESSION

ASSEMBLY BILL

No. 827

Introduced by Assembly Member Garcia

February 13, 2023

An act to add Chapter 9 (commencing with Section 104324.6) to Part 1 of Division 103 of the Health and Safety Code, relating to public health.

LEGISLATIVE COUNSEL'S DIGEST

AB 827, as introduced, Garcia. Public health: pulmonary health: Salton Sea region.

Existing law establishes the State Department of Public Health and prescribes its duties related to public health, including the prevention of disease and the promotion of health. Among other duties, contingent on appropriation in the annual Budget Act, the department is required to analyze asthma morbidity and mortality data, periodically assess the burden of asthma on the state's medical and economic resources, and identify those populations most seriously affected by the disease.

This bill would require the department to conduct a study of the pulmonary health of communities in the Salton Sea region. The bill would also make related findings and declarations.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. The Legislature finds and declared all of the
2 following:



MEMO

TO: Salton Sea Authority Board of Directors and G. Patrick O’Dowd
FROM: Lisa Moore
RE: **Federal Report**
DATE: March 20, 2023

Authority Executive Director O’Dowd, along with several Authority Directors, visited Washington, D.C. as part of the Association of California Water Agencies events the week of February 27. We met with staff for Senators Feinstein and Padilla, Congressman Ruiz, and headquarters and regional Bureau of Reclamation officials to discuss Authority priorities including implementation of the Colorado River drought fund included in the Inflation Reduction Act (IRA), the associated \$250 million pledge to the Salton Sea, Congressional engagement in Colorado River drought, and progress on the Corps of Engineers Salton Sea feasibility study.

Congressional Meetings

We thanked our Congressional delegation for including the \$4 billion drought fund in the IRA legislation and the direction that this fund address Salton Sea mitigation needs associated with water conservation undertaken in our region. We discussed the lack of clarity around the impact analysis associated with the current call for short-term water conservation, the apparent lack of intent to evaluate such impacts associated with long-term water conservation measures expected to be included in Reclamation’s effort to update the Interim Storage Guidelines for Mead and Powell, and the need to better understand such impacts so that funding is set aside to mitigate them. We discussed several follow up options in this regard. Staff also directly asked us to ask Reclamation how it intends to address these issues.

Reclamation Meeting

We met with both headquarters and regional Reclamation officials. We discussed the need to better understand the impact analysis underlying the current call for water conservation from our region in order to ensure federal funding is sufficient to address those impacts. We also discussed whether and how the impacts for future water conservation were being evaluated in the context of the Bureau’s effort to update the Interim Storage Guidelines. We were not provided with direct answers to these questions. Rather, regional Reclamation officials indicated these issues would be discussed as part of the quarterly principals meetings called for in the Interior/CNRA Salton Sea agreement intended to provide mitigation funding for short-term water conservation measures from our region. Executive Director O’Dowd has been invited to those meetings.

Farm Bill

As you may recall, the Authority advocated for and secured numerous new authorities in the 2018 Farm Bill to enable USDA to provide mitigating funding to the Salton Sea. Farm Bills are written every

five years and accordingly we are again in a Farm Bill reauthorization year. The Authority followed up its 2018 legislative work by securing the State funding from USDA to undertake the legally required planning to access USDA funds for the Sea. While the State has not taken full advantage of this work, USDA is currently reengaged in the issue. In particular, I have been asked by both Congressional staff and USDA officials concerning how the provisions secured by the Authority in 2018 could be used to help address both Colorado River drought and to mitigate the impacts of that conservation on places like the Salton Sea.

TO: Salton Sea Authority Board of Directors
FROM: Oracio Gonzalez, Ollin Strategies
DATE: March 2023
SUBJECT: California State Advocacy

This memorandum provides a summary of state legislative developments related to the Authority's state advocacy.

State Fiscal Developments

In November 2022, the State's non-partisan Legislative Analyst's Office projected that the state would face a \$25 billion deficit for the 2023-24 budget planning cycle. In January, the Governor announced that the budget shortfall would be closer to \$23 billion. Since that time, the state's financial outlook has deteriorated and the deficit is now projected to be higher by several billion dollars.

It is unclear how the state's deteriorating fiscal position will impact budget negotiations, but if things continue on a downward trend, the Governor may be forced to expand the budget solutions he proposed in January to balance the budget, including the number and size of programs subject to automatic reductions ("trigger cuts") and expanding the number and size of programs that will be delayed. As of January, the Governor had proposed funding delays totaling \$7.4 billion and "Trigger Reductions" totaling \$3.9 billion.

The Governor will submit an updated budget on May 10, 2023. The legislature is required to pass a balanced budget to the Governor by June 15, 2023.

The Authority will continue to advocate for the final budget to maintain the proposed \$80 million for the Salton Sea the Governor proposed in January.

Legislation

The Authority continues to monitor a number of legislative proposals related to the Salton Sea region. In terms of process, most of these proposals will be heard over the month of April in legislative policy committees. If they advance from their policy committee hearings, the proposals will then be referred to each chamber's fiscal committee. Given the state's deteriorating financial position, it is likely many of these proposals will be amended down or outright held/killed by this committee.

Proposals that advance from the fiscal review committee must then be passed by a majority vote of their respective legislative chamber by June 2, 2023.

Lithium Valley

On March 20, 2023, Governor Newsom visited the Imperial Valley to observe the progress being made to transform the region into a global hub for lithium production. The Governor was accompanied by Natural Resources Secretary Wade Crowfoot, Environmental Protection Secretary Yana Garcia, Authority Directors Kelley and Tortez, Congressman Ruiz, Assemblymember Garcia and Lithium Valley Commission Chair Silvia Paz.

Legislation:

SB 583 (Padilla): Establishes the Salton Sea Conservancy within the California Natural Resources Agency. On March 20, 2023, the legislation was amended with substantive language to establish the conservancy. However, this was done to meet the requirement that intent bills be amended with substantive language before they can get referred to policy committee. The Senator has made clear he still intends to convene stakeholders to develop the bill.

AB 1567 (Garcia): Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, and Workforce Development Bond Act of 2023. Will place a bond before voters in the amount of \$15,105,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, wildfire prevention, drought preparation, flood protection, extreme heat mitigation, and workforce development programs. At present, the measure contains placeholder language directing \$240 million toward the Salton Sea. Of this amount, \$30 million is earmarked for the Salton Sea Authority.

AB 827 (Garcia): Public health: pulmonary health: Salton Sea region. Would require the State Department of Public Health to conduct a study of the pulmonary health of communities in the Salton Sea region. The bill would also make related findings and declarations.

AB 1562 (Garcia): Southeast California Desert Valleys Economic Zone. This bill would declare the intent of the Legislature to subsequently amend this measure to include provisions that would establish the Southeast California Desert Valleys Economic Zone to include Imperial Valley, Eastern Coachella Valley, and Palo Verde Valley. The bill would further express the intent of the Legislature that this regional economic zone be recognized by federal, state, and local governments, and be eligible to compete for funding and investments.

AB 1569: (Garcia): Salton Sea geothermal resource area: Lithium Valley Office of Development. This bill would establish the Lithium Valley Office of Development within the Natural Resources Agency. The bill would require the office, in consultation with relevant state and local agencies, to coordinate activities related to funding, economic development, construction, manufacturing, technical development, and reclamation of lithium located in the Salton Sea geothermal resource area.

AB 1579: (Garcia) Vehicles: batteries. This bill states the intent of the Legislature to enact legislation that would require, beginning in 2035, electric vehicles used for state purposes to be equipped with lithium-ion batteries that are sourced from operations with near-zero carbon footprints. The bill would make related findings and declarations.

AB 1593: (Garcia) California Workforce Development Board: Salton Sea geothermal resources area: Equitable Access Program. Existing law establishes the California Workforce Development Board as the body responsible for assisting the Governor in the development, oversight, and continuous improvement of

California’s workforce investment system and the alignment of the education and workforce investment systems to the needs of the 21st century economy and workforce. Existing law requires the board to assist the Governor with specified tasks, including developing and continuously improving the statewide workforce investment system. This bill would establish the Equitable Access Program to be administered by the board to prioritize employment opportunities in construction, manufacturing, technical, maintenance, operations, or reclamation activities for residents in the Salton Sea geothermal resources area. The bill would, among other things, require the board to administer the program by providing technical assistance, and establish a framework for, preapprenticeship, registered apprenticeship, and other training programs using the high road construction careers model or high road training partnerships model, and to monitor and track the rate residents of the Salton Sea geothermal resources area are hired on construction projects in the Salton Sea geothermal resources area that involve battery manufacturing and lithium-based technology. This bill contains other related provisions.

SB 471: (Padilla): Corporation Tax: hiring credit: lithium extraction: battery manufacturers. (I-2/13/2023)

The Personal Income Tax Law and the Corporation Tax Law allow various credits against the taxes imposed by those laws. This bill would allow a credit against those taxes to a qualified taxpayer for each taxable year beginning on or after January 1, 2023, in an amount equal to the qualified wages paid to a qualified full-time employee, as defined, hired prior to January 1, 2028. The bill would define “qualified taxpayer” for this purpose to mean a person or entity located in the County of Imperial or in specified parts of the County of Riverside, and that is primarily engaged in the business of lithium extraction or electric battery manufacturing. The bill would define “qualified wages” as those wages paid or incurred for work performed by a qualified full-time employee within the 36-month period beginning on the first day the employee commences employment with the qualified taxpayer. The bill would require that, if a credit is allowed to a qualified taxpayer, and the employment of the qualified employee is terminated within the first 36 months of employment, the tax imposed in the year of termination is increased by the amount of the credit received, except as provided. This bill contains other related provisions and other existing laws.