

**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:

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U.S. Bureau of Reclamation, Lower Colorado Region
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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
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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
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(951) 92507-2154

G. Salton Sea Authority:

Roger Shintaku, General Manager
Salton Sea Authority
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(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.

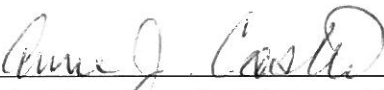
I. All cooperative work under the provisions of this MOU will be accomplished without discrimination against any employee because of race, sex, creed, color, national origin, or any other legally protected class as identified in Federal or California State law, the California State Constitution, or the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

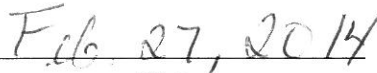
K. Either party to this Agreement will consult with the other party in a timely manner prior to ensure coordinated release of any statements for publication or public dissemination that refer to this Agreement, to the Parties in connection with this Agreement, or the name or title of any employee of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



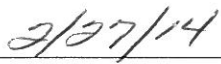
Assistant Secretary for Water and Science,
Department of the Interior
Anne J. Castle



Date



President, Salton Sea Authority
Jim Hanks



Date