



**AGENDA: BOARD OF DIRECTORS MEETING**  
**DATE: Thursday, October 19, 2023, at 10:00 a.m.**  
**LOCATION: North Shore Beach & Yacht Club**  
**99155 Sea View Dr, Mecca, CA 92254**

The Following Salton Sea Authority Directors will be attending via video/teleconference from:

Director Yxstian Gutierrez  
 Riverside County  
 Administrative Center  
 4080 Lemon Street  
 Conference Room C  
 Riverside, CA 92501  
 Ph: (951) 955-9500

Director Luis A. Plancarte  
 Imperial County  
 Administration Center  
 940 W. Main Street  
 Suite 209  
 El Centro, CA 92243  
 (442) 265-1020

*The meeting can be viewed live at 10:00 a.m. on October 19. Please see the meeting login information at [SaltonSea.com/meetings](http://SaltonSea.com/meetings), or access [www.zoom.us](http://www.zoom.us), click “Join Meeting,” and enter **Webinar ID 862 8322 9333** 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](http://saltonsea.com/meetings)*

**II. PUBLIC COMMENTS**

*This Public Comments time is reserved for comments on any non-action agenda item and for matters not on the agenda. California law prohibits members of the Board from taking action on matters not on the agenda.*

*Members of the public may address the Board regarding any matter within the Authority’s jurisdiction and are invited to speak to any specific action item in the agenda at the time it is called. All non-action agenda items should be addressed during this general public comment period.*

***Remarks shall be limited to a maximum of three (3) minutes.***

***When you speak, state your name for the record prior to providing your comments. Please address your comments to the Chairman.***

*If present in person, complete a “request to speak” form and give it to the board secretary.*

*Via Zoom: use Zoom’s “raised hand” feature, or by phone press \*9 to be acknowledged.*

***Written comments must be received by noon Wednesday, October 18, 2023, to be incorporated in the record.***

Comments may be emailed to [info@saltonsea.com](mailto:info@saltonsea.com) (include in your subject line “Public Comment, 5/24/2023 SSA board meeting”) or delivered by hand or mailed to 82995 Highway 111, Suite 200, Indio, California, “Attn: Clerk of the Board, Salton Sea Authority”.

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 (provide 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, October 18**, will be acknowledged during public comments. Written comments will be included in the public record but not be read aloud.

### **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 a future agenda.

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 to engage in public discourse.

### **IV. ITEMS FOR BOARD DISCUSSION AND POSSIBLE ACTION**

#### A. CONSENT CALENDAR – Approve, Receive, and File

1. Minutes of Salton Sea Authority Board Meeting September 21, 2023
2. Salton Sea Authority Warrant Register Ratification for September 30, 2023
3. Salton Sea Authority Internal Financial Report for: 7/01/2022 – 08/31/2023
4. Approval 2024 Salton Sea Authority Board Meeting Calendar.

#### B. Presentation – Brian McNeece

#### C. Update on Community Engagement, Outreach and Education - Staff

#### D. Project Updates

- a. North Lake Demonstration Pilot Project
- b. Desert Shores

### **V. REPORTS**

#### A. Federal

1. Federal Activities – Lisa Moore Lehman, Partner, Cultivating Conservation
2. US Bureau of Reclamation – No Report

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
3. Salton Sea State Recreation Area Update on Activities – Andrew Ahlberg, Interim District Superintendent, California State Parks

C. Local

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

D. Executive Director’s Report and Comments

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

**VI. ADJOURNMENT**

**NEXT MEETING TIME & LOCATION:**

The Salton Sea Authority board is scheduled to meet on:

Thursday, November 16, TBD, at 10:00 a.m.

*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**  
**September 21, 2023**

**I. CALL TO ORDER**

The regularly scheduled meeting of the Salton Sea Authority (“Authority”) Board of Directors (“Board”) was called to order by Altrena Santillanes, President, at 10:00 a.m., September 21, 2023, at the County of Imperial Board of Supervisors Chamber, and via Zoom Webinar.

**PLEDGE OF ALLEGIANCE** Led By President Santillanes

**ROLL CALL:**

**DIRECTORS PRESENT ON SITE**

Altrena Santillanes, President  
Gina Dockstader, Secretary  
Luis A. Plancarte, Director  
Alex Cárdenas, Director

**AGENCY**

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

**DIRECTORS PRESENT VIA ZOOM**

V. Manuel Perez, Director

**AGENCY**

Riverside County

**DIRECTORS ABSENT**

Cástulo R. Estrada, Vice-President  
John Aguilar, Director  
Ryan E. Kelley, Director  
Yxstian Gutierrez, Treasurer  
Thomas Tortez, Director  
Ex-Officio Samantha Arthur

**AGENCY**

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

**SALTON SEA AUTHORITY STAFF PRESENT**

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

## **MEMBERS OF THE PUBLIC PRESENT**

On Site: Eric M. Reyes, Los Amigos de la Comunidad and Miguel Hernandez, CNRA.

Via Zoom: Jessica, Humes, IID, Mario Llanos, CNRA, Jaysel Mendoza, Office Of Sen. Steve Padilla and 28 others.

## **II. PUBLIC COMMENTS**

Eric Reyes, Los Amigos de la Comunidad, commented on Salton Sea Authority meeting materials posted on the website.

Nathan White commented on CNRA meetings and project progress. Also discussed the Corps feasibility study.

Michael Cohen, Pacific Institute provided comments on the North Lake project.

## **III. BOARD MEMBER COMMENTS**

There were no Board Member Comments.

## **IV. ITEMS FOR BOARD DISCUSSION AND POSSIBLE ACTION**

### A. CONSENT CALENDAR – Approve, Receive, and File

1. Minutes of Salton Sea Authority Board Meeting July 20, 2023
2. Salton Sea Authority Warrant Register Ratification for July 31, 2023
3. Salton Sea Authority Internal Financial Report for 7/01/2023 – 07/31/2023 and preliminary 2022/2023 Fiscal Year Financial Report (Audit in process).
4. Facsimile Signature for 3<sup>rd</sup> Party Electronic Payment Processing

***Motion made by Cardenas, second by Plancarte, the Board approved the Consent Calendar to be received and filed.***

***Approved by the following vote:***

***AYES:** President Santillanes, Secretary Dockstader, Directors Plancarte, Cardenas and Perez*

***NOES:** 0*

***ABSENT:** , Directors Tortez, Kelley, Gutierrez, Aguilar and Estrada*

***ABSTAINED:** 0*

***MOTION PASSED:** 5-0*

- B. Presentation on Air Quality Monitoring and discussion regarding efforts to measure, mitigate and fund impacts from increased conservation.

Executive Director O’Dowd provided introductory comments then invited Christian Torres of Comite Civico Del Valle, Inc. to give a presentation on how that organization monitoring effort. Through their “IVAN” program, monitors are located around the Salton Sea and strategically colocated for calibration purposes, with approximately 70 monitors collecting air quality every 5 minutes.

Director Cardenas commented on hydrologic variability and the need to take a holistic approach with assessing impacts at the Sea.

Eric Reyes stressed the importance of additional investments towards this issue.

Nathan White mentioned BOR Grant opportunities for studying hydrology.

Director Perez stated the need to coordinate our efforts, avoid going in different directions while trying to achieve the same goal.

Comite Civico Del Valle is currently working with Caesar Chavez, Desert Mirage and an Indio Elementary and High School.

Water Resources Development Act 2024 / Army Corp Feasibility Study Update - Lisa Moore, Cultivating Conservation and Lowry Crook, Best, Best & Krieger provided an update. Lisa Moore mentioned 2 issues, one is the need for supplemental funding from the federal side and two is the internal policy, the ecosystem restoration project insuring in feasibility study and benefits to Federal Land.

Lowry Crook said that they have had a discussion with the Army Corps head of policy and planning, they understand the issue and given direction. The Study should capture and consider all the benefits for all federal and non-federal lands.

Mr. O’Dowd responded that this is a known issue and have already had conversations with our delegations on how we address that. Important questions that is critical to funding the future. At Director Cardenas request, Mr. O’Dowd advised that Congressman Calvert & Ruiz, Senator’s Padilla and Feinstein and others that are regionally involved.

Tom Sephton expressed concerns regarding the Army Corp evaluation of impacts from the various alternatives.

Jeremy Brooks, Bureau of Reclamation stated that he pressed staff at the Army Corp and that they had indicated that this has been worked thru, generally speaking.

- C. Update and possible board action on Salton Sea Conservancy legislation (SB583 – Padilla) – Oracio Gonzalez, Ollin Strategies provided an update. Senator Padilla announced that the conservancy would be made a 2-year bill. The governor’s office was concerned that the measure didn’t have a specific funding stream.

President Santillanes mentioned that TMDCI had not yet been properly consulted.

Director Cardenas asked the Authority to provide a letter to Senator Padilla asking to ensure consultation with the Tribe.

- D. Update on Community Engagement, Outreach, and Education. – Mr. O’Dowd advised regarding the new Communications position, that a verbal offer was accepted, and subject to background check this position should be filled shortly.
- E. Future Meetings Locations and Dates - Executive Director O’Dowd, the 2024 meeting schedule was provided and will be approved at the next meeting on October 19. Mr. O’Dowd also updated everyone that the Authority has moved the October 19 meeting to the North Shore Beach and Yacht Club.

## V. REPORTS

### A. Federal

1. Federal Activities – Lisa Moore Lehman, Partner, Cultivating Conservation, provided her report regarding WRDA, in section IV.C.
2. US Bureau of Reclamation – Jeremy Brooks, Salton Sea Program Manager, provided an update on some accomplishments from the Bureau of Reclamation. In terms of obligations, we have put 3B in grants and agreements with Bombay Beach, USGS, UCI Riverside on salinity studies and Pacific Institute webinars.

### B. State

1. State Advocacy Report – Oracio Gonzalez, Principal, Ollin Strategies, provided an update on current bond status.
2. State of California – Mr. Miguel Hernandez, Public Affairs Officer, California Natural Resources Agency provided an update on future events.
3. Salton Sea State Recreation Area Update on Activities – Andrew Ahlberg, interim District Superintendent provided an update.

### C. Local

1. Salton Sea Action Committee – Alan Pace, SSAC President – No Report

### D. Executive Director’s Report and Comments

1. G. Patrick O’Dowd, Executive Director/GM, Salton Sea Authority gave a project update.
  - North Lake Pilot Demonstration Project.

Michael Cohen mentioned at our last board meeting that there is still a water issue, Mr. O’Dowd said we are diligently working to solve this. Mr O’Dowd also mentioned the Soft Celebration for the Geo Technical Groundbreaking, once we have that, we will have our design and that will help us with our budget moving forward.

- Desert Shores Project

Imperial County has been working on the CEQA for some time hoping to rely on Well Data from long abandoned wells, but CVWD was unable to locate information or what was available was not reliable. As a result we are proceeding to drill test wells which will significantly increase costs above budget. USBR has been

approached regarding the possibility of additional financial resources for the project given this unanticipated cost

**VI. ADJOURNMENT**

**NEXT MEETING TIME & LOCATION:**

The Salton Sea Authority Board is scheduled to meet on:

Thursday, October 19, 2023, at 10:00 a.m.  
Steve Robbins Administrative Building  
75515 Hovley Lane, East  
Palm Desert, Ca 92260  
(760) 398-2651

DRAFT





**Salton Sea Authority**  
**Checking Account Activity**  
 September 1, 2023 through September 30, 2023

<b>Date</b>	<b>Number</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>
09/01/2023	ACH	County of Riverside	North Lake reimbursements through 03/23	(24,198.85)
09/01/2023	6763353	Western Growers	Membership renewal FY 24	(400.00)
09/01/2023	ACH	Cultivating Conservation	Consulting fees 07/23	(7,350.00)
09/01/2023	ACH	SystemGO IT LLC	SystemGo IT Website 08/23	(382.00)
09/01/2023	ACH	Best, Best & Krieger	Services related to general matters for succession planning 07/31	(1,276.50)
09/01/2023	ACH	Eide Bailly LLP	Accounting services 07/23	(2,553.25)
09/01/2023	ACH	Ollin Strategies	Consulting services 08/23	(7,000.00)
08/02/2023	EFT	Melio Bill Payer	Check processing fees 08/23	(1.50)
09/11/2023	EFT	Pacific Western Bank	Visa billing cycle ended 08/23	(3,866.32)
09/12/2023	Deposit	G. Patrick O'Dowd	Southwest ticket reimbursment	342.96
09/29/2023	ACH	Best, Best & Krieger	Services related to federal funding 08/23	(2,863.50)
09/29/2023	ACH	Best, Best & Krieger	Services related to general matters for succession planning 08/23	(118.80)
09/29/2023	ACH	Cultivating Conservation	Consulting fees 08/23	(7,350.00)
09/29/2023	ACH	Bravata, Lisa	Mileage 07/21/23-09/20/23	(166.37)
09/29/2023	ACH	SystemGO IT LLC	SystemGo IT website 09/23	(382.00)
09/29/2023	ACH	G. Patrick O'Dowd	Mileage 07/21/23-09/20/23	(735.57)
09/29/2023	ACH	Ollin Strategies	Consulting services 09/23	(7,000.00)
<b>Beginning Cash Balance \$</b>				<b>293,778.94</b>
<b>Monthly Activity</b>				<b>(65,301.70)</b>
<b>Ending Cash Balance \$</b>				<b>228,477.24</b>



# Salton Sea Authority

## Budget to Actual

### General Fund (Unaudited)

For the Period July 1, 2023 through August 31, 2023

	A	B	C	D	C/D	C - D
	July 2023	August 2023	YTD FY 24	Budget FY 24	YTD Target 17%	\$ Variance
<b>1 REVENUE</b>						
2 Local Government / Member Assessments	\$ 400,000	\$ -	\$ 400,000	\$ 800,000	50%	\$ (400,000)
3 Other Federal / State / Local Reimbursements	-	-	-	25,000	0%	(25,000)
4 Sponsorships	-	-	-	25,000	0%	(25,000)
5 Grant and Other Reimbursements to General Fund	-	-	-	194,400	0%	(194,400)
<b>6 TOTAL REVENUE</b>	<b>400,000</b>	<b>-</b>	<b>400,000</b>	<b>1,044,400</b>	<b>38%</b>	<b>(644,400)</b>
<b>7 EXPENSES</b>						
<b>8 SSA Administration</b>						
9 Salaries & Benefits						
10 Total Salaries	14,341	15,934	30,274	309,300	10%	(279,026)
11 Total Employee Benefits	7,450	8,375	15,825	171,600	9%	(155,775)
12 Total Salaries & Benefits	21,790	24,309	46,099	480,900	10%	(434,801)
13 Contract / Professional Services						
14 DC Advocates	7,350	7,350	14,700	94,200	16%	(79,500)
15 Sacramento Advocates	7,000	7,000	14,000	88,200	16%	(74,200)
16 Attorney Fees	1,277	2,982	4,259	54,000	8%	(49,741)
17 Audit & Accounting	2,494	4,699	7,192	76,200	9%	(69,008)
18 Total Contract / Professional Services	18,120	22,031	40,151	312,600	13%	(272,449)
19 Travel/Mileage	2,337	3,633	5,970	40,000	15%	(34,030)
20 Equipment / IT Maintenance	382	382	764	8,300	9%	(7,536)
21 Non-capitalized Office Equipment	-	-	-	8,000	0%	(8,000)
22 Insurance	944	944	1,889	11,600	16%	(9,712)
23 Office Expense/Operating Supplies	96	65	160	8,700	2%	(8,540)
24 Office Expense/Online Services	488	251	738	4,000	18%	(3,262)
25 Dues, Subscriptions	1,069	669	1,738	10,000	17%	(8,262)
26 Operating Expenses / County Charges	155	428	583	7,400	8%	(6,817)
27 Coachella Water District Board Room Usage Fees	-	-	-	2,400	0%	(2,400)
28 Interest Expense	-	88	88	-	N/A	88
<b>29 TOTAL EXPENSES</b>	<b>45,381</b>	<b>52,799</b>	<b>98,180</b>	<b>893,900</b>	<b>11%</b>	<b>(795,720)</b>
<b>30 NET INCOME / (LOSS)</b>	<b>\$ 354,619</b>	<b>\$ (52,799)</b>	<b>\$ 301,820</b>	<b>\$ 150,500</b>	<b>201%</b>	<b>\$ 151,320</b>

\*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 August 31, 2023

1	<b>ASSETS</b>		
2	Checking/Savings	\$	275,243
3	Accounts Receivable		343
4	Prepaid Items		9,286
5	Grants Receivable		428,272
6	<b>TOTAL ASSETS</b>		<b>713,144</b>
7	<b>LIABILITIES &amp; FUND BALANCE</b>		
8	<b>LIABILITIES</b>		
9	Accounts Payable		58,251
10	Credit Card Payable		3,901
11	Accrued Payroll		12,151
12	Due to Imperial County		271
13	Due to Riverside County		414,952
14	Accrued Vacation		51,800
15	<b>TOTAL LIABILITIES</b>		<b>541,326</b>
16	<b>FUND BALANCE</b>		<b>171,818</b>
17	<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b>\$</b>	<b>713,144</b>

\*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 /GM  
**Date:** October 19, 2023

**Re: Board Meeting Calendar**

At last month's meeting of the Salton Sea Authority Board of Directors a draft calendar was presented for consideration. No comments have been received by staff regarding the proposed dates, and is being presented here for final approval.

**Staff Recommendation:** Approve 2024 meeting schedule as presented.

# January 2024

January 2024							February 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6	4	5	6	7	8	9	10
14	8	9	10	11	12	13	11	12	13	14	15	16	17
21	15	16	17	18	19	20	18	19	20	21	22	23	24
28	22	23	24	25	26	27	25	26	27	28	29		
	29	30	31										

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Dec 31	Jan 1, 24	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	Feb 1	2	3

**DRAFT**

10:00am Proposed  
Salton Sea Authority  
Board Meeting  
(Imperial County BOS  
Chamber)

# February 2024

February 2024							March 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3						1	2
4	5	6	7	8	9	10	3	4	5	6	7	8	9
11	12	13	14	15	16	17	10	11	12	13	14	15	16
18	19	20	21	22	23	24	17	18	19	20	21	22	23
25	26	27	28	29			24	25	26	27	28	29	30
							31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 28	29	30	31	Feb 1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	Mar 1	2

**DRAFT**

10:00am Proposed  
Salton Sea Authority  
Board Meeting  
(Coachella Valley  
Water District)

# March 2024

March 2024							April 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30				
31													

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 25	26	27	28	29	Mar 1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	Apr 1	2	3	4	5	6

**DRAFT**

10:00am Proposed  
Salton Sea Authority  
Board Meeting  
(Imperial County BOS)

# April 2024

April 2024							May 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6	5	6	7	1	2	3	4
14	8	9	10	11	12	13	12	13	14	15	16	17	18
21	15	16	17	18	19	20	19	20	21	22	23	24	25
28	22	23	24	25	26	27	26	27	28	29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 31	Apr 1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	May 1	2	3	4

**DRAFT**

10:00am Proposed  
Salton Sea Authority  
Board Meeting  
(Coachella Valley  
Water District )



# May 2024

May 2024							June 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	1	2	3	4	2	3	4	5	6	7	8
12	13	14	8	9	10	11	9	10	11	12	13	14	15
19	20	21	15	16	17	18	16	17	18	19	20	21	22
26	27	28	22	23	24	25	23	24	25	26	27	28	29
			29	30	31		30						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Apr 28	29	30	May 1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	Jun 1

**DRAFT**

10:00am Proposed  
Salton Sea Authority  
Board Meeting  
(Imperial County BOS  
Chamber)

# June 2024

June 2024							July 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1		1	2	3	4	5	6
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28	29	30	31			
30													

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 26	27	28	29	30	31	Jun 1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	Jul 1	2	3	4	5	6

**DRAFT**

10:00am Proposed  
Salton Sea Authority  
Board Meeting  
(Coachella Valley)

# July 2024

July 2024							August 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6	4	5	6	7	1	2	3
14	8	9	10	11	12	13	11	12	13	14	15	16	17
21	15	16	17	18	19	20	18	19	20	21	22	23	24
28	22	23	24	25	26	27	25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 30	Jul 1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	Aug 1	2	3

**DRAFT**

10:00am Proposed  
Salton Sea Authority  
Board Meeting  
(Imperial County BOS  
Chamber)

# August 2024

August 2024							September 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	4	5	6	7	8	9	1	2	3	4	5	6	7
11	12	13	14	15	16	17	8	9	10	11	12	13	14
18	19	20	21	22	23	24	15	16	17	18	19	20	21
25	26	27	28	29	30	31	22	23	24	25	26	27	28
							29	30					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 28	29	30	31	Aug 1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**DRAFT**

10:00am Proposed  
Salton Sea Authority  
Board Meeting  
(Coachella Valley  
Water District )

# September 2024

September 2024						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
Su	Mo	Tu	We	Th	Fr	Sa
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	Oct 1	2	3	4	5

**DRAFT**

10:00am Proposed  
Salton Sea Authority  
Board Meeting  
(Imperial County BOS  
Chamber)

# October 2024

October 2024							November 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9
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20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28	29	30

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 29	30	Oct 1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	Nov 1	2

**DRAFT**

10:00am Proposed  
Salton Sea Authority  
Board Meeting  
(Coachella Valley  
Water District )

# November 2024

November 2024							December 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2	1	2	3	4	5	6	7
3	4	5	6	7	8	9	8	9	10	11	12	13	14
10	11	12	13	14	15	16	15	16	17	18	19	20	21
17	18	19	20	21	22	23	22	23	24	25	26	27	28
24	25	26	27	28	29	30	29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 27	28	29	30	31	Nov 1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

**DRAFT**

10:00am Proposed  
Salton Sea Authority  
Board Meeting  
(Imperial County BOS  
Chamber)

# December 2024

December 2024						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2025						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Dec 1	2	3	4	5	6	7
8	9	10	11	12 10:00am Proposed Salton Sea Authority Board Meeting (Coachella Valley Water District)	13	14
15	16	17	<b>DRAFT</b>			21
22	23	24	25	26	27	28
29	30	31	Jan 1, 25	2	3	4



# Memorandum

**To:** Salton Sea Authority Board of Directors  
**From:** G. Patrick O'Dowd, Executive Director /GM  
**Date:** September 21, 2023

**Re: Community Outreach, Engagement, and Education**

I am pleased to announce the hiring of Israel Cruz, who will serve as Salton Sea Authority's new Director of Outreach, Engagement, and Education. This position will meet a long-expressed need to coordinate communications efforts amongst our member agencies, with our State and Federal Partners, and in partnership with community members and organizations. Mr. Cruz, a resident of El Centro, CA, comes to us highly recommended with a diverse background in communications in both the health care and environmental justice arenas. A brief biographical sketch is attached. Please join me in welcoming aboard Israel Cruz.

This new position is one which the Authority staff has long advocated for. Originating as an outgrowth of the Memorandum of Understanding between the Authority and the California Natural Resources Agency signed in 2020 and is funded in part through a contract executed effective July 20, 2022 (Contract). The Contract has specific tasks to be performed by the Authority, providing as follows:

"In coordination with the SSMP Team, the Authority will enhance and promote community participation and engagement using different strategies through different tasks. Through the implementation of this Agreement, the Authority will perform:

- 1) Outreach and engage community members and other stakeholders of the Salton Sea Region,
- 2) Coordinate and engage with educational institutions, and
- 3) Issue a solicitation to select one or more Community Based Organizations (CBOs) to seek community input centered specifically around community amenities by engaging frontline community members unable to attend SSMP meetings online, and using meaningful "in-community" engagement within identified subregions around the Salton Sea."

Unfortunately, due to COVID and other mitigating factors, the implementation of this agreement was delayed, and only work under Scope #3 has been performed to date. However, with this new hire and the onset of activities both under the Commitments Agreement and the USACE Feasibility Study and otherwise, we expect the workload to rapidly increase in the near term.

## **Israel Cruz Professional Biography**



Israel Cruz is a versatile professional with over a decade of experience in Marketing, Communications, and Public Relations. He has a strong background in non-profit work, notably in environmental justice and healthcare, where he made impactful contributions while collaborating with a local hospital. Israel has worked on projects related to the restoration of the Salton Sea, emphasizing public engagement and education, demonstrating his commitment to community and environmental advocacy.

Israel graduated with a Bachelor's degree in Journalism with an emphasis in Advertising from San Diego State University and holds a Master's in Business Administration with a concentration in Data Analysis from the University of Southern Indiana. His ability to merge strategic communication with a dedication to community development has resulted in successful campaigns and initiatives, establishing him as a committed and innovative professional in the field.

**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.

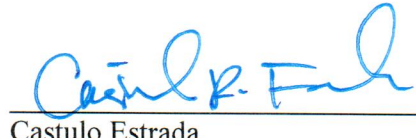
3. Relationship of Parties. Execution of this MOU does not create a new legal entity with a separate legal existence from the individual Parties. This MOU does not result in the joint exercise of powers as set forth in California Government Code section 6500 *et seq.*
4. Appropriations. The Parties recognize 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

July 20, 2022

Salton Sea Authority  
Attention: G. Patrick O'Dowd  
82995 Hwy 111, Suite 200  
Indio, CA 92201

Subject: Agreement Number: 0CA21020 – Salton Sea Authority – Public Engagement Services

In an effort to streamline State of California processes, and as indicated on the Standard Agreement (STD 213), a copy of the General Terms and Conditions (GTC) is not provided. The GTC are available on the Internet at <https://www.dgs.ca.gov/OLS/Resources> to be downloaded and printed for your files. If you do not have Internet capabilities, you may request a hard copy by contacting the person listed below.

This Agreement cannot be considered binding on either party until approved by appropriate authorized State agencies. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval. Expeditious handling of this Agreement is appreciated.

**For inquiries regarding this Agreement, please contact Angel Rodgers at [Angel.Rodgers@resources.ca.gov](mailto:Angel.Rodgers@resources.ca.gov), (916) 902-5560, or by mail at: Natural Resources Agency, Attn: Angel Rodgers, 715 P Street, 20<sup>th</sup> Floor, Sacramento, CA 95814**

**Complete the following item(s) stated below:**

- Standard Agreement (STD 213) with attached exhibits. Sign the first page of the standard agreement package (STD 213) utilizing the DocuSign or Adobe Acrobat system. You will receive a fully-executed version for your records through DocuSign or by direct email once the Agreement is fully executed.
- Payee Data Record (STD 204). No payment can be made unless this form is completed and returned.
- Payee Data Record Supplement (STD 205). If the remittance address is different than the address provided on the Payee Data Record (STD 204), please complete this form to have the correct remit to address recorded or payment cannot be made.
- Contractor Certification Clauses (CCC). The CCC package contains clauses and conditions that may apply to your agreement and to persons doing business with the State of California. The CCC will be kept on file in a central location and must be renewed every three (3) years and updated as changes occur. It is available on the Internet site referenced in paragraph one above. Please sign and return the first page of the current CCC. Failure to do so will prohibit the State of California from doing business with your company.
- A copy of your insurance certification which states coverage will not be canceled without 30 days written notice to the State of California, and which also includes the State of California, its officers, agents, and employees as additional insureds.
- The attached fully-executed Agreement is for your records. You are now authorized to provide the agreed upon services.

*Angel Rodgers*  
Angel Rodgers  
Contract & Procurement Analyst  
(916) 902-5560

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

0CA21020

PURCHASING AUTHORITY NUMBER (If Applicable)

CNRA-3000

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Ca Natural Resources Agency (CNRA or State)

CONTRACTOR NAME

Salton Sea Authority (Authority or Contractor)

2. The term of this Agreement is:

START DATE

Upon DGS Approval

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement is:

\$568,597.00 FIVE HUNDRED SIXTY-EIGHT THOUSAND FIVE HUNDRED NINETY-SEVEN DOLLARS AND ZERO CENTS

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	8
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit B, Attach. 1	Cost Estimate Details	1
Exhibit C *	General Terms and Conditions (GTC 04/2017)	
Exhibit D	Additional Terms and Conditions	6

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Salton Sea Authority

CONTRACTOR BUSINESS ADDRESS

82-995 Highway 111, Suite 200

CITY

Indio

STATE

CA

ZIP

92201

PRINTED NAME OF PERSON SIGNING

G. Patrick O'Dowd

TITLE

Executive Director/General Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Ca Natural Resources Agency

CONTRACTING AGENCY ADDRESS

715 P Street, 20th Floor

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Bryan Cash

TITLE

Assistant Secretary for Finance and Administration

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM V1 4.04(A)(2)

## **EXHIBIT A**

### **Statement of Work**

Consistent with the Memorandum of Understanding between the State of California Department of Natural Resources (CNRA or State), and the Salton Sea Authority (Authority or Contractor), this Agreement will facilitate the Authority's collaboration and cooperation with the CNRA and its Salton Sea Management Program (SSMP) Team to provide public outreach and engagement services.

#### **I. Background:**

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." The Authority and the State of California, principally through CNRA, have had a long history of coordinating and consulting on issues relating to the revitalization of the Salton Sea (Sea) and the region impacted by its evolution. As the State ramps up its efforts to fully implement its 10-year plan and begins a process of developing a long-term strategy for the region, coordinating the resources of the Authority and its Members has never been more critical. The Authority, through its Members, and represented by its Board of Directors, serve as duly elected public officials representing every resident in the Imperial and Coachella Valleys.

#### **II. Purpose:**

In coordination with the SSMP Team, the Authority will enhance and promote community participation and engagement using different strategies through different tasks. Through the implementation of this Agreement, the Authority will perform 1) outreach and engage community members and other stakeholders of the Salton Sea Region, 2) coordinate and engage with educational institutions, and 3) issue a solicitation to select one or more Community Based Organizations (CBOs) to seek community input centered specifically around community amenities by engaging frontline community members unable to attend SSMP meetings online, and using meaningful "in-community" engagement within identified subregions around the Salton Sea.

As used herein, a "Member" refers to each of the five entities that form the Authority – Imperial Irrigation District, Coachella Valley Water District, Imperial County, Riverside County, and the Torres-Martinez Desert Cahuilla Indians; a "Partner" refers to an individual or entity, public or private, who brings tangible resources to the development and implementation of a Project; and a "Stakeholder" is anyone who is affected by the changes at the Sea (current and historic) and/or benefitted from the programs being implemented to address those changes.

Working together with CNRA, a program of public engagement will be implemented that will accomplish several critical objectives:



- A. Health – Protecting human health and safety is our highest mutual priority. Working together, the CNRA and the Authority will establish and maintain open lines of communication with regional communities to understand their concerns; educate and inform residents as to potential risks and share mitigation efforts for those risks; mitigation steps they should take personally; and the resources available to assist them in protecting their individual health.
  
- B. Habitat – Preserving and restoring habitat lost to the decline of the Sea is critical to a sustainable regional ecosystem, and public participation in that process is essential to ensure that the implemented plans both achieve maximum cultural resource value and minimize any adverse impacts to adjacent communities. Working together with and for the benefit of the State and other project sponsors, the Authority will translate the needs expressed by the communities served and help educate and inform the communities of the benefits and potential impacts of the proposed and approved projects.
  
- C. Opportunities – Recognizing that the long-lingering, unmitigated decline of the Sea has adversely impacted the communities of the region, the Authority intends to work with residents and leaders to assess overall community health and service levels, including discussions of infrastructure, housing, jobs, and services currently available in the communities. The outreach performed with residents and community leaders will identify challenges and opportunities related to mitigation of impacts associated with the historical decline of the sea, and projects and resources that will contribute to the revitalization and long-term sustainability of the communities and region, as well as inform the State’s priorities.

### III. **Project Objectives:**

The Authority shall provide the services required for the following tasks:

#### A. **Task 1.: Community and Stakeholder Outreach and Engagement**

- 1. **Community Outreach** – Provide a sounding board for the communities in the region to share their views, visions, and concerns.
  - a. Actively seek input on localized risks and challenges, as well as undeveloped opportunities within the communities;
  - b. Coordinate development, including scope, scale, timing, and prioritization of potential future mitigation and restoration projects at and around the communities; and
  - c. Establish and implement Volunteer Programs to support Salton Sea restoration work and activities to encourage community participation.
    - i. The Authority, working individually and in cooperation with its Members and Partners, will coordinate with regional community-based organizations and others to establish community volunteer programs.

These volunteer programs will provide opportunities for community residents and the public at large to get involved in SSMP projects with a hands-on approach and will bring together community members within the various communities of the region, including tribal community members and other stakeholders. The programs will include, but not be limited to; community residents, youth, academia, and partners from the various organizations and agencies.

- ii. These volunteer programs will include frequent community events and public opportunities to learn and get involved in SSMP projects and create programs working with existing volunteer organizations such as the Scouts programs, Boys and Girls Clubs from the desert area, and perhaps more regionally based organizations.
2. Community Engagement – In coordination with CNRA, educate and inform community members and other stakeholders of the overall SSMP project undertakings including existing projects, future projects, and opportunities for community involvement, especially those most impacting issues of importance and their individual communities;
    - a. Advise stakeholders on how to engage in the planning and development process for projects at the Sea and in the region;
    - b. Educate community members on how to access resources and services to address identified needs; and
    - c. Form high-level partnerships with local and regional stakeholders at the direction of CNRA.
  3. Federal, State, and Regional Public Relations – Provide clear communications to local, State, and Federal Partners;
    - a. Stakeholder communications to provide periodic updates on the health of the Sea and region, status reports of approved projects, and projection of planned projects and other assessed needs;
      - i. For each approved or planned Project, articulate:
        - A. Purposes
        - B. Cost
        - C. Timing
      - ii. Inform Community Risks:
        - A. Health
        - B. Safety
        - C. Cultural/Societal
      - iii. Identify Economic Opportunities
      - iv. Record and Celebrate History and Culture

4. Task 1. Deliverables:

Authority to provide CNRA quarterly update and an annual report of plans and progress. As each specific program is developed, more clearly defined deliverables will be integrated therein for program monitoring purposes.

B. Task 2. Educational Engagement:

The Salton Sea Authority has long been engaged with the educational community, from the earliest of elementary grades to post-doctoral work. In coordination with CNRA, the Authority will serve as a conduit for academic undertakings relating to the Sea and region:

1. Colleges and Universities – Working with post-secondary institutions locally and abroad, the Authority will develop programs to broaden an understanding of the history, challenges, and opportunities at the Sea. In addition, working with CNRA and project sponsors, the Authority will leverage academic resources to better inform decision-making and project design, and better implement community outreach and engagement.
  - a. Internships – Develop subject matter internships that contribute to the efforts of the Authority, CNRA, and project sponsors:
    - i. Communications – At the direction of Authority’s Public Relations Director and in coordination with Authority member agencies and CNRA, assist in:
      - A. Development and implementation of public outreach programs;
      - B. Upkeep and maintenance of SaltonSea.com;
      - C. Development and implementation of social media campaign(s); and
      - D. Planning and execution of meetings, conferences, tours, and seminar production.
    - ii. Coursework Integration – Develop coursework that both exposes students to salient issues and the Sea and provides student work products that contribute to the Authority and CNRA work effort, including the implementation of the SSMP and long-range plan.
    - iii. Research – Coordinate with SSMP to advocate for academic research which informs the decision-making process resulting in sustainable projects that contribute to a vibrant, healthy future for the Sea and region.
    - iv. Archival and Historic Preservation – Establish the framework for consolidating historical documentation and catalog previous studies pertaining to the Sea. Properly index consolidated database to improve efficiency of future research.

2. K-12

- a. Teacher Collaboration – In conjunction with member agencies and in coordination with CNRA, collaborate with local elementary and secondary schools to expose future generations to the current challenges and future opportunities at and around the Sea.

3. General Public Information

- a. Press Relations – In collaboration with CNRA’s Public Affairs Officer, coordinate press inquiries and respond based on appropriate feedback from Authority leadership, member agencies, CNRA, and/or project partners. Actively manage key press representatives to stay in front of developing issues of interest or concern.
- b. Public Service Announcements – As a not-for-profit public entity, and in alignment with CNRA approved SSMP outreach plans and strategies, leverage access to public airwaves through the integration of public service announcements into educational and informational campaigns.
- c. Social Media Branding and Harmonization – Develop and implement clear, consistent, cross-platform branding to maximize top-of-mind awareness of the Sea and the efforts of CNRA and the Authority.
- d. Collaborative Endeavors – Working with universities, non-governmental entities, and other local and regional stakeholders, develop educational programs for public participation, including:
- i. Symposia – Subject matter specific gathering of industry experts to explore current issues and develop actionable recommendations that can be used to create a brighter future for the Sea and region.
  - ii. Tours – Facilitate or co-sponsor seasonal tours to the Sea, and both planned and under way projects, to address the concerns of the communities and others, and to unify public support for efforts at and around the Sea through the cultivation and development of “ambassadors”.

4. Task 2 Deliverables:

Each Engagement subtask will have a defined budget and scope of work which will delineate expected timeline, major milestones, and deliverables.

C. Task 3. Implement Regional Outreach around Community Amenities in collaboration with Community-Based Organizations (CBOs).

1. The “member entities” that make up the Authority, are uniquely positioned with the expertise to obtain specific feedback in communities around the Sea. The Authority will provide support to the SSMP by issuing a solicitation to select one or more CBOs. The Authority will work in coordination with and through the selected local

CBOs with experience engaging with communities around the Salton Sea region to learn what community amenities these communities would like to see implemented around the Salton Sea. Results will be shared with the SSMP to help inform a Community Amenities Strategy Document for the Salton Sea.

2. The State and its existing SSMP contractors have developed meeting materials and documents outlining specific information needed to inform this Community Amenities Strategy Document. The Authority will facilitate conversations and engagement with Salton Sea partners and the SSMP to identify and develop commitments to deliver community amenity projects, where feasible, that address the needs of community members within the SSMP's parameters within SSMP projects. This effort will identify and prioritize "regional amenities" that benefit Salton Sea communities, but that may not fall within the SSMP's parameters. This work will inform a concept paper and community amenities approach that charts a pathway to potentially realize these benefits through a variety of means and options such as, through a Community Benefits Agreement, state and/or federal funding, grant programs, etc.
3. The Authority will solicit and select CBOs with the expertise, trust, and knowledge to reach and engage communities in key sub-regions within the Salton Sea region through non-conventional means. This will include setting CBO eligibility criteria, developing a template scope of work, and creating a CBO outreach list. The Authority will solicit these local CBOs through a Request for Proposal process, and the Authority has the expertise to select the CBO(s), based on the submitted proposals displaying completeness and the most meaningful engagement strategies. The Authority will contract with the CBOs to act as the designated entity in each sub-region and utilize the information they obtain to inform the building of an overarching engagement plan, and community-specific engagement strategies aimed at surfacing benefits for specific communities and sub-regions. CBO engagement activities may include focus groups, one-on-one meetings, workshops, participatory budgeting exercises, creating and disseminating surveys, written materials, and social media tailored to each community's needs. The Authority will provide support in developing engagement plans and template materials for CBOs to collect feedback. The Authority may also provide support in developing agendas, facilitation, and other materials as needed. The Authority will provide templates to CBOs as sub-regional leads for written reports on the outcomes of participatory community outreach and recommended next steps that will be incorporated into the community amenities strategy and approach.
4. Task 3 Deliverables:
  - o Kick-off meeting with the State and regional partners.
  - o Co-develop community appropriate engagement strategies, such as venues, locations, partners, methods, metrics of success, etc., with the State and its existing SSMP contractors.

- Check-in calls with the State and its existing SSMP contractors around community-specific engagement and needs.
- Convene Community engagement activities, which may include focus groups, convenings and/or workshops.
- Promotion: May include virtual platforms, door-to-door canvassing, and additional strategies specific to the needs of each community.
- Community-specific engagement materials: Flyers, outreach emails, and social media, to be developed with support from the State and its existing SSMP contractors.
- Summary notes, and meeting documentation; photos, attendee list, etc.
- Review and comments on draft Key Takeaways report to be developed by the State and its existing SSMP contractors using CBO summary notes.

#### **IV. Amendment**

1. If additional funding becomes available and services are performed satisfactorily, CNRA reserves the right to amend this Contract by extending the term up to an additional two (2) years or awarding additional funds as appropriate for the project. Due to a multitude of unknown factors in the needed community outreach, such as the amount of people reached for each attempt, the amount of feedback provided, etc., CNRA is unable to fully-quantify the needed services to the regional communities and reserves the right to amend the contract for additional funding, up to 30% above the original contracted amount, as information is gathered and analyzed.
2. No amendment will be considered binding on either party until it is formally approved by both parties and the California State Department of General Services (DGS), Office of Legal Services.

#### **V. Americans with Disabilities Act**

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. Section 794 (d), and regulations implementing that act as set forth in Part 1194 of the Title 36 of the Federal Code of Regulations.

In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Section 1211335 codifies Section 508 of the Act requiring accessibility of electronic and information technology.

## VI. Audit

In accordance with GC § 8546.7, all contracts involving the expenditure of public funds in excess of ten thousand dollars (\$10,000) entered into by any state agency, board, commission, or department shall be subject to the examination and audit of the California State Auditor, at the request of the public entity or as part of any audit of the public entity, for a period of three (3) years after final payment under the contract and shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

## VII. Authorized Representatives

The authorized representatives during the term of this agreement will be:

### 1. Project Representatives:

<b>California Natural Resources Agency</b>	<b>Salton Sea Authority</b>
Mario Llanos	<b>G. Patrick O'Dowd</b>
Deputy Assistant Secretary, Salton Sea Management Program	Executive Director/General Manager
715 P Street, 20 <sup>th</sup> Floor	82995 Hwy 111, Suite 200
Sacramento, CA 95814	Indio, CA 92201
(760) 562-7646	(760) 238-7777
mario.llanos@resources.ca.gov	gpodowd@saltonseas.com

### 2. Contract Representative:

<b>California Natural Resources Agency</b>	<b>Salton Sea Authority</b>
Danielle Rogers	<b>G. Patrick O'Dowd</b>
Contract & Administration Analyst	Executive Director/General Manager
715 P Street, 20 <sup>th</sup> Floor	82995 Hwy 111, Suite 200
Sacramento, CA 95814	Indio, CA 92201
(916) 902-6386	(760) 238-7777
danielle.rogers@resources.ca.gov	gpodowd@saltonseas.com

### 3. Changes to the project and contract representative information may be made by written notice to the other party and shall not require an amendment to this Contract.

## **EXHIBIT B**

### **Budget Detail and Payment Provisions**

#### **1. INVOICING AND PAYMENT**

- A. The parties of the Agreement will be referenced as State of California Department of Natural Resources (“CNRA” or “State”), and the Salton Sea Authority (“Authority” or “Contractor”) in this Exhibit B.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the State agrees to compensate the Authority for actual expenditures incurred in accordance with the rates specified in Exhibit B, Attachment 1, Cost Details, which is attached hereto and made a part of this Agreement.
  
- B. No work performed under this agreement shall exceed the maximum amount of this agreement as shown in Section 3 of the STD 213 signature page. The State will not accept an invoice for which work has not been approved and will return the invoice as a disputed invoice to the Contractor.
  
- C. The Contractor shall include the hours worked on a monthly basis with an itemized description of the tasks performed, and the time spent on each task on each invoice. The Contractor shall be paid monthly in arrears, upon submission of an invoice, which properly details all charges, expenses, direct and indirect costs. Contractor shall submit an electronic copy of the invoice by email to:

Natural Resources Agency  
[cnrainvoices@resources.ca.gov](mailto:cnrainvoices@resources.ca.gov)
  
- D. Payment of any invoice will be made only after receipt of a complete, supported, documented, and accurately addressed invoice. Failure to use the address exactly as provided above may result in the return of the invoice to the Contractor. All invoices must be approved by the Contract Manager. The State will not accept an invoice for which work has not been approved and will return the invoice as a disputed invoice to the Contractor.
  
- E. Invoices shall\*:
  - 1. Be prepared on Contractor letterhead with the word “Invoice” in a prominent location at the top of the page(s). If invoices are not produced on letterhead, invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this Agreement;
  - 2. Bear the Contractor's name as shown on the Agreement;
  - 3. Include the Agreement Number;



4. Identify the issue date and billing and/or performance period covered by the invoice;
5. Itemize costs for the billing period in the same or greater level of detail as indicated in this Agreement, including the time spent for each task. Subject to the terms of this Agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this Agreement and approved by CNRA.

\*Any invoices submitted without the above referenced information may be returned to the Contractor to provide the required information. Updated invoices require an updated issue date to reflect they have been re-submitted to CNRA for processing.

F. Backup Documentation:

All invoices shall include appropriate documentation such as invoices, personnel breakdown, etc. Each payment made by the Contractor must include a corresponding proof of payment in the form of either a receipt, bank statement or cancelled check. The State has the right to ask for any additional information needed in order to submit payment.

G. Additional Payment Provision

Contractor shall submit a final Invoice within sixty days after the completion date provided in the Term of Agreement. The final invoice shall include the statement 'Final Invoice' in a prominent location on the invoice.

2. CONTRACT WRITTEN PRIOR TO APPROVAL OF THE BUDGET ACT

- A. It is mutually understood between the parties that this Agreement may have been written prior to approval of the Budget Act for the mutual benefit of both parties in order to avoid program and fiscal delays. This Agreement is valid and enforceable only if sufficient funds are made available by the Budget Act for the Fiscal Year(s) involved for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.
- B. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any additional provisions of this Agreement.

- C. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to the Contractor to reflect the reduced amount.

### 3. PROMPT PAYMENT CLAUSE

- A. Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

### 4. BUDGET

- A. The Contractor shall be compensated for professional services at the hourly rates listed in Exhibit B, Attachment 1, Cost Estimate Details, throughout the term of the contract.
- B. In addition to hourly professional service fees, Contractor will be reimbursed, when documented by appropriate receipts, for reasonable expenses incurred in performance of this Agreement. The estimated costs may include, but are not limited to; necessary travel costs, facility rentals, translation and interpretation services, collateral materials, hosting tours and workshops, but only with pre-approval from the CNRA Project Manager in writing.
- C. The Contractor will be reimbursed for necessary travel expenses, when documented by appropriate receipts, at rates established by CalHR for excluded state employees (Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations (2 Cal. Code Reg. §599.615 through 599.638.1), and more than 25 miles from vendor's headquarters. The vendor's headquarters for purposes of computing such expenses is the vendor's main office in California. Reimbursement for transportation expenses will be based on the method of transportation that is in the best interest of the State. In no case will travel rates paid to vendor exceed those rates established by CalHR for excluded state employees. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained in writing from the CNRA Project Manager, as described in Exhibit D, Provision E., Travel and Per Diem Reimbursement, of this Agreement.

D. The following table shows the Agreement funding by fiscal year. The dollar amounts in the table below shall not be exceeded for the fiscal years (FY) indicated, unless by written amendment of this contract.

<b>COMPOSITE BUDGET FOR ENTIRE PROPOSED PROJECT PERIOD</b>					
<b>Upon DGS Approval to 06/30/2024</b>					
		<b>From:</b>	<b>Upon DGS Approval</b>	<b>07/01/2023</b>	
		<b>To:</b>	<b>06/30/2023</b>	<b>06/30/2024</b>	
<b>BUDGET CATEGORY</b>			<b>Year 1</b>	<b>Year 2</b>	<b>TOTAL</b>
PERSONNEL: Salary and fringe benefits			\$142,344.00	\$107,666.00	\$250,010.00
TASK #1			\$80,000.00	\$80,000.00	\$160,000.00
TASK #2			\$29,293.00	\$29,294.00	\$58,587.00
TASK #3 (SUBCONTRACTORS)			\$50,000.00	\$0.00	\$50,000.00
UNANTICIPATED COSTS			\$25,000.00	\$25,000.00	\$50,000.00
<b>TOTAL DIRECT COSTS PER YEAR</b>			\$326,637.00	\$241,960.00	\$568,597.00
<b>TOTAL COSTS FOR PROPOSED PROJECT</b>					\$568,597.00
<b>JUSTIFICATION</b> <i>See Exhibit B, Attachment 1</i>					

E. Up to ten percent (10%) of the total agreement amount may be moved as needed between the approved budget categories for each fiscal year as shown above to support project priorities, without the need to formally amend the agreement, upon prior written approval of the CNRA and the Authority Project Representatives.

**EXHIBIT B, ATTACHMENT 1  
Cost Estimate Details**

Billing Rates/hour	Executive Director			Public Relations Director			STEM Intern			Humanities Intern			Admin Support			Totals		
	\$103			\$70			\$26			\$26			\$40					
	Year 1	Year 2	Total	Year 1	Year 2	Total	Year 1	Year 2	Total	Year 1	Year 2	Total	Year 1	Year 2	Total	Year 1	Year 2	Total
<b>Personnel Costs</b>																		
<b>Task 1: Community Stakeholder Outreach and Engagement</b>																		
Contract Oversight and admin	55	50	105	12	12	24	0	0	0			0	40	60	100	107	122	229
Community Outreach	25	15	40	440	475	915	85	80	165	90	105	195			0	640	675	1315
Engagement and Meetings	16	7	23	458	273	731	125	142	267	120	117	237			0	719	539	1258
<b>Total Hours</b>	<b>96</b>	<b>72</b>	<b>168</b>	<b>910</b>	<b>760</b>	<b>1,670</b>	<b>210</b>	<b>222</b>	<b>432</b>	<b>210</b>	<b>222</b>	<b>432</b>	<b>40</b>	<b>60</b>	<b>100</b>	<b>1,466</b>	<b>1,336</b>	<b>2,802</b>
<b>Dollars</b>	<b>\$9,888</b>	<b>\$7,416</b>	<b>\$17,304</b>	<b>\$63,700</b>	<b>\$53,200</b>	<b>\$116,900</b>	<b>\$5,460</b>	<b>\$5,772</b>	<b>\$11,232</b>	<b>\$5,460</b>	<b>\$5,772</b>	<b>\$11,232</b>	<b>\$1,600</b>	<b>\$2,400</b>	<b>\$4,000</b>	<b>\$86,108</b>	<b>\$74,560</b>	<b>\$160,668</b>
<b>Task 2: Educational Engagement</b>																		
Contract Oversight and admin	42	34	76	12	12	24	0	0	0	0	0	0	20	20	40	74	66	140
Community Outreach	9	8	17	240	121	361	28	65	93	60	72	132			0	337	266	603
Engagement and Meetings	9	6	15	274	142	416	50	91	141	18	84	102			0	351	323	674
<b>Total Hours</b>	<b>60</b>	<b>48</b>	<b>108</b>	<b>526</b>	<b>275</b>	<b>801</b>	<b>78</b>	<b>156</b>	<b>234</b>	<b>78</b>	<b>156</b>	<b>234</b>	<b>20</b>	<b>20</b>	<b>40</b>	<b>762</b>	<b>655</b>	<b>1417</b>
<b>Dollars</b>	<b>\$6,180</b>	<b>\$4,944</b>	<b>\$11,124</b>	<b>\$36,820</b>	<b>\$19,250</b>	<b>\$56,070</b>	<b>\$2,028</b>	<b>\$4,056</b>	<b>\$6,084</b>	<b>\$2,028</b>	<b>\$4,056</b>	<b>\$6,084</b>	<b>\$800</b>	<b>\$800</b>	<b>\$1,600</b>	<b>\$47,856</b>	<b>\$33,106</b>	<b>\$80,962</b>
<b>Task 3: Implement Regional Outreach around Community Amenities in collaboration with Community-Based Organizations (CBOs)</b>																		
Contract Oversight and admin	60	0	60	20	0	20	0	0	0	0	0	0	20	0	20	100	0	100
<b>Total Hours</b>	<b>60</b>	<b>0</b>	<b>60</b>	<b>20</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>20</b>	<b>100</b>	<b>-</b>	<b>100</b>
<b>Dollars</b>	<b>\$6,180</b>	<b>\$0</b>	<b>\$6,180</b>	<b>\$1,400</b>	<b>\$0</b>	<b>\$1,400</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$800</b>	<b>\$0</b>	<b>\$800</b>	<b>\$8,380</b>	<b>\$0</b>	<b>\$8,380</b>
<b>Total: All Tasks</b>																		
	216	120	336	1,456	1,035	2,491	288	378	666	288	378	666	80	80	160	2,328	1,991	<b>4,319</b>
	\$22,248	\$12,360	\$34,608	\$101,920	\$72,450	\$174,370	\$7,488	\$9,828	\$17,316	\$7,488	\$9,828	\$17,316	\$3,200	\$3,200	\$6,400	\$142,344	\$107,666	<b>\$250,010</b>

Total Project Costs		
Year 1	Year 2	Total

\$ 142,344	\$ 107,666	<b>\$ 250,010</b>
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**Personel Cost - Summary**

**Non-personnel Costs**

**Task 1: Community and Stakeholder Outreach and Engagement - materials and services**

Community Outreach	\$ 40,000	\$ 40,000	\$ 80,000
Community Engagement	\$ 25,000	\$ 25,000	\$ 50,000
Federal, State, and Regional Public Relations	\$ 15,000	\$ 15,000	\$ 30,000
	<b>\$ 80,000</b>	<b>\$ 80,000</b>	<b>\$ 160,000</b>

**Task 2: Educational Engagement - Materials and services**

Colleges and Universities	\$ 10,000	\$ 10,000	\$ 20,000
K-12	\$ 10,000	\$ 10,000	\$ 20,000
General Public Information	\$ 9,293	\$ 9,294	\$ 18,587
	<b>\$ 29,293</b>	<b>\$ 29,294</b>	<b>\$ 58,587</b>

**Task 3: CBO Collaborative Regional and Specialized Outreach to Frontline Communities**

Community Amenity outreach with frontline communities performed by CBOs	\$ 50,000	\$ -	<b>\$ 50,000</b>
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**Unanticipated Costs**

\$ 25,000	\$ 25,000	<b>\$ 50,000</b>
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**Total: All Cost Categories**

\$ 326,637	\$ 241,960	<b>\$ 568,597</b>
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## EXHIBIT D

### Additional Terms and Conditions

- A. The parties of the Agreement will be referenced as State of California Department of Natural Resources ("CNRA" or "State"), and the Salton Sea Authority ("Authority" or "Contractor") in this Exhibit D.
- B. Excise Tax  
The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.
- C. Settlement of Disputes  
In the event of a dispute, Contractor shall file a "Notice of Dispute" with California Natural Resources Agency within ten (10) days of discovery of the problem. Within ten (10) days, Assistant Secretary for Administration and Finance or designee, shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Assistant Secretary shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.
- D. Evaluation of Contractor  
Performance of the Contractor under this Agreement will be conducted by the Natural Resources Agency within six months of the execution of the agreement. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4) and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative.
- E. Performance Evaluation
1. The Contractor's performance under this Agreement shall be evaluated at the conclusion of the term of this Agreement. The evaluation shall include, but not be limited to:
    - a. Whether the contracted work or services were completed as specified in the Agreement and reasons for and amount of any cost overruns.
    - b. Whether the contracted work or services met the quality standards specified in the Agreement.
    - c. Whether the Contractor fulfilled all requirements of the Agreement.
    - d. Factors outside the control of the Contractor, which caused difficulties in contractor performance. Factors outside the control of the Contractor shall not include a Subcontractor's poor performance.
  2. The evaluation of the Contractor shall not be a public record.

F. Progress Reports and Meetings

1. Contractor shall submit progress reports or attend meetings with state personnel at intervals determined by CNRA to determine if the Contractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.
2. At the conclusion of this Agreement and if applicable, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and recommendations. If required by this Agreement, Contractor shall submit a comprehensive final report.

G. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

H. Travel and Per Diem Reimbursement

Reimbursement for reasonable travel and per diem expenses from the CNRA under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR) and located at <https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>, for non-represented state employees. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by CNRA upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from CNRA. Verbal authorization should be confirmed in writing. Written authorization may be in a form including email confirmation.

I. Disclosure Requirements

Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with the CNRA. The Contractor shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

J. Use of Subcontractor(s):

If the Contractor desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

1. The Contractor shall submit any subcontracts to the State for approval prior to starting any of the work;
2. The Agreement between the primary Contractor and the subcontractor must be in writing;
3. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
4. Upon termination of any subcontract, the State shall be notified immediately, in writing.

**Further, any subcontract in excess of \$100,000 entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.**

K. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

L. Contract Termination

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. The contract may be terminated by either party upon receipt of 30 days written notification. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

M. Insurance

When the Contractor submits a signed Agreement to the OPC, the Contractor shall also furnish, either proof of self-insurance or certificate(s) of insurance, showing that the required insurance is presently in effect. The Contractor agrees to make complete copies of applicable insurance policies available to the OPC upon request. The State will not be responsible for any premiums or assessments on the policy.

N. General Insurance Provisions Applying to All Policies

1. Coverage Term - Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
2. Policy Cancellation / Termination & Notice of Non-Renewal -Contractor shall provide to the State within two business days a copy of any notice of Cancellation/Termination or Non-renewal received by contractor for any of the required insurance policies. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
3. Deductible - Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
4. Primary Clause - Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
5. Insurance Carrier Required Rating - All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
6. Endorsements - Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.  
In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insureds under Contractor's insurance or supply evidence of insurance to the State equal to policies, coverages and limits required of Contractor.
7. Inadequate Insurance - Inadequate or lack of insurance does not negate the Contractor's obligations under the contract.

**Provider hereby represents and warrants that Provider is currently and shall remain, for the duration of this Agreement at Provider's own expense, insured against:**



8. Commercial General Liability - Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined with a \$2,000,000.00 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

**The policy must be endorsed to include the State of California, its Officers, Agents and Employees as additional insured, but only with respect to work performed under the Contract.**

9. Automobile Liability- (If applicable) Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000.00 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

**The policy must be endorsed to include the State of California, its Officers, Agents and Employees as additional insured, but only with respect to work performed under the Contract.**

10. Aircraft Liability- (If applicable) When aircraft are used in the performance of agreement work contractor, or its subcontractor, shall maintain aircraft liability with limits of not less than \$10,000,000.00 each accident.

**The policy must be endorsed to include the State of California, its Officers, Agents and Employees as additional insured, but only with respect to work performed under the Contract.**

11. Watercraft Liability - (If applicable) When watercraft are used in the performance of agreement, the contractor or its subcontractor, shall maintain watercraft liability with limits of not less than \$1,000,000.00 each accident.

When watercraft is used in performance of work on or over navigable waters of the United States, contractor's workers' compensation policy shall be endorsed to include the United States Longshore and Harbor Workers' Compensation Act coverage. The coverage applies to work on or over navigable waters of the U.S.

**The policy must be endorsed to include the State of California, its Officers, Agents and Employees as additional insured, but only with respect to work performed under the Contract.**

12. Professional Liability - (If applicable) Contractor shall maintain professional liability covering any damages caused by a negligent error, act, or omission with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 policy aggregate. The policy's retroactive date must be shown on the certificate of insurance and must be before the date this contract was executed or before the beginning of contract work.

**The policy must be endorsed to include the State of California, its Officers, Agents and Employees as additional insured, but only with respect to work performed under the Contract.**

13. Pollution Liability- (If applicable) Contractor shall maintain pollution liability with Limits no less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

**The policy must be endorsed to include the State of California, its Officers, Agents and Employees as additional insured, but only with respect to work performed under the Contract.**

- O. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000.00 are required.

When work is performed on State owned or controlled property the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

P. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by 'Force Majeure'. As used in this section, 'Force Majeure' is defined as follows: Acts of war, acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

**Certificate Of Completion**

Envelope Id: 9533420540D0410F9792A93F43B38D78	Status: Sent
Subject: Please DocuSign: 0CA21020 Salton Sea Authority_213_Final Draft.pdf, Contractor Distribution Let...	
FormID:	
Source Envelope:	
Document Pages: 21	Signatures: 1
Certificate Pages: 5	Initials: 0
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Time Zone: (UTC-08:00) Pacific Time (US & Canada)	715 P Street
	Sacramento, CA 95814
	Angel.Rodgers@resources.ca.gov
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Angel Rodgers angel.rodgers@resources.ca.gov Security Level: Email, Account Authentication (None)	<i>Angel Rodgers</i>  Signature Adoption: Pre-selected Style Using IP Address: 136.200.53.19	Sent: 7/20/2022 4:36:30 PM Viewed: 7/20/2022 4:36:55 PM Signed: 7/20/2022 4:37:08 PM

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G. Patrick O'Dowd gpodowd@saltonsea.com Security Level: Email, Account Authentication (None)	Sent: 7/20/2022 4:37:10 PM Viewed: 7/20/2022 5:46:48 PM
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**Electronic Record and Signature Disclosure:**

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Bryan Cash  
bryan.cash@resources.ca.gov  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**

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Danielle Rogers  
danielle.rogers@resources.ca.gov  
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**Intermediary Delivery Events**

Status

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mario.llanos@resources.ca.gov  
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Envelope Summary Events	Status	Timestamps
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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: (916) 653-5791

To contact us by paper mail, please send correspondence to:

Department of Water Resources

P.O. Box 942836

Sacramento, CA 95236-0001

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To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [don.davis@water.ca.gov](mailto:don.davis@water.ca.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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- ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account

Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>• Allow per session cookies</li> <li>• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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**MEMO**

**TO:** Salton Sea Authority Board of Directors and G. Patrick O’Dowd  
**FROM:** Lisa Moore  
**RE:** **Federal Report**  
**DATE:** October 17, 2023

Since our last meeting, California lost Senator Dianne Feinstein. Governor Newsom appointed Laphonza Butler to serve until next year’s election to fill the Senate seat. This memo describes how some of the changes in the Senate that are likely to occur which affect California.

Senator Feinstein championed many measures important to the Salton Sea region, most notably making the case that the federal government bears responsibility to address the crisis at the Salton Sea, and backing the effort to secure Army Corps of Engineers funding to implement a long-range management plan. I worked with Senator Feinstein and her staff for roughly 20 years in different roles I held as Senate staff and in outside practice. The loss is a significant one for the State.

Senators acquire significant power as seniority accrues. As they rise in Committee seniority they ultimately secure positions as Chairmen, providing them with the power to write and move legislation to the Senate floor. They also acquire more expert and experienced staff over time. Each new Committee chairmanship brings with it staff funding in addition to a Senator’s normal budget.

The Senator’s long service to California secured these advantages for the State. Perhaps most notably, Senator Feinstein’s role as Chairman of the Senate Energy and Water Appropriations Subcommittee meant that a Californian was in charge of writing a bill which directed roughly \$58 billion in funding annually to the Department of Energy, the Army Corps of Engineers and the Bureau of Reclamation, among other agencies.

The Senator’s role as the leading appropriator for these agencies provided California with a very strong voice both on policy and spending within these agencies.

When a vacancy occurs in the Senate, the Senate Democratic Leader (Schumer) will work to fill that vacancy within each Committee on which Senator Feinstein served, including on the Senate Appropriations Committee. In order to implement that, Senator Schumer will need to secure the consent of the Senate Republicans. Typically within the Democratic caucus, Committee assignments are determined based on seniority and Senator interest. The Senate Appropriations Committee in particular is a highly sought assignment given the fact that it directs government spending and provides its members with the opportunity to craft legislation that is generally enacted on a yearly basis.





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

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

On October 13, 2023, the Governor issued his final actions to veto or sign legislation passed as part of the 2023 legislative session. Overall, the Governor signed 890 bills and vetoed 156, a veto rate of nearly 15 percent. Of the measures vetoed, cost was the most often cited reason the Governor used in his veto messages. The Governor's actions were not entirely unanticipated, as his office had been vocal about the need for legislators to constrain spending given this year significant budget shortfall and the expectation that the state will again be in deficit next year. While the state has not released an official estimate of next year's anticipated shortfall, the unofficial consensus estimate is \$15 billion.

Of note, there were two bills vetoed by the Governor designed to benefit the Salton Sea region.

- SB 619 (Padilla): Would have allowed electrical corporations to apply to the California Energy Commission for certification of electrical transmission line projects rated at 138 kilovolts, instead of the CPUC. By consolidating the approval process, the measure would have enabled transmission projects, including those needed to move geothermal power, to be constructed faster.
- AB1593 (Garica): This bill would have required the California Workforce Development Board (CWDB) to develop and administer the Equitable Access Program (Program) to prioritize employment opportunities for local residents in construction, manufacturing, technical, maintenance, operations, or reclamation activities located in the Salton Sea geothermal resources area.

As we look toward next year's legislation session, the Governor's actions indicate that his office will be looking for fiscal constraint on the part of legislators, and this will certainly impact the types of legislative proposals that can be moved forward. To the extent that proposals contain costs, it will be incumbent on the proponents to identify how those costs will be covered. While the legislature is certainly empowered to pass whatever legislation it sees fit, at the moment, it is unclear how the legislature will approach legislation given anticipated changes to committee membership. Both Assembly Speaker Rivas and Senate President designee McGuire are

expected to appoint new leadership to committees prior to the start of next year's legislative session. Authority staff will be keenly focused on changes to the leadership of committees with jurisdiction over the Salton Sea, including the Assembly Water Parks and Wildlife Committee, the Assembly Natural Resources Committee, the Assembly Budget Subcommittee 3 Climate Crisis, Resources, Energy, and Transportation, the Senate Natural Resources Committee and Senate Budget Subcommittee 2 on Resources, Environmental Protection and Energy.



October 17, 2023

Honorable State Senator Steve Padilla  
1224 State Street, Suite D  
El Centro, CA 92243

Subject: SB583 – Salton Sea Conservancy

Dear Senator Padilla,

We are writing on behalf of the Salton Sea Authority and for the benefit of the Torres Martinez Desert Cahuilla Indians (TMDCI), one of our member agencies. We first want to acknowledge the diligent efforts you and your team exerted during the course of this legislative year to work through areas of concern and believe the bill in its current form may prove of benefit in the overall effort to implement sustainable solutions for the Salton Sea which broadly benefits the local communities.

We are informed, however, that while we acknowledge and appreciate that there have been informal conversations, TMDCI has not yet received proper tribal consultation regarding the implementation of this bill. We want to strongly encourage you to do so prior to moving forward with this effort.

In addition, early on in our discussions we were informed that the Senator intended to hold a public workshop in the community, and the Salton Sea Authority offered to host such a gathering. We still believe that such an event would prove to be of great benefit to the community and renew our request and recommit our assistance in pulling that meeting together.

Thank you for all you and your team do in service to our community.

Sincerely,

A handwritten signature in blue ink that reads "Altrena Santillanes".

Altrena Santillanes  
Salton Sea Authority President  
Torres Martinez Desert Cahuilla Indians

A handwritten signature in blue ink that reads "Cástulo R. Estrada".

Cástulo R. Estrada  
Salton Sea Authority Vice-President  
Coachella Valley Water District



## **COMMITMENT TO SUPPORT SALTON SEA MANAGEMENT RELATED TO WATER CONSERVATION IN THE LOWER COLORADO RIVER BASIN**

Preserving the Colorado River Basin, including water supplies in Lake Mead and Lake Powell, is essential to providing water to communities and economic activity across the American Southwest. Forty million Americans receive at least a portion of their water supplies from the reservoirs of the Colorado River Basin. Operating this critical water supply system relies on maintaining adequate lake elevations in both reservoirs to allow for continued water across the region and to Mexico.

Over the last twenty-three years, and accelerating over the past three years, the Colorado River system has experienced worsening drought and low run-off conditions that demonstrate the significant impacts of warming temperatures and climate change. Consequently, water levels in Lake Mead and Lake Powell are critically low. Without immediate action, water supply delivery and hydroelectric energy production could be severely impacted or even eliminated.

Water users, the seven Basin states, Tribal Nations, Mexico, and federal agencies are continuing to work together to stabilize the water supply system in the Colorado River Basin. This effort includes the development of voluntary agreements to conserve water in Lake Mead and Powell to protect critical elevations consistent with the Law of the River, including all compacts, agreements, laws, regulations, and policies that govern the Colorado River system.

Water users in the Imperial and Coachella Valleys of California are working with partners across the region to establish agreements to conserve water in Lake Mead. In conjunction, there may be additional impacts to the Salton Sea and its surrounding communities, including tribal nations. The Salton Sea is California's largest inland body of water, but continues to shrink due to reduced inflows into the lake as a result of evaporation, climate change, and agricultural to urban water transfers including the 2003 Quantification Settlement Agreement (QSA), which annually conserves and transfers Colorado River water from the Imperial Irrigation District (IID) to Southern California's Coastal Plain. This reduction of inflows into the Sea has resulted in exposed lakebed, called playa, which worsens air quality in the region when particles become airborne and has degraded the aquatic habitat upon which fish and bird species rely. The QSA limits the funding for mitigation related to those water conservation and transfer activities, as well as Salton Sea restoration, for certain QSA parties (IID, the San Diego County Water Authority, and Coachella Valley Water District) to \$163 million in 2003 dollars, adjusted for inflation.

Combined reduced water usage in the Imperial and Coachella Valleys associated with increased system conservation activities is expected to accelerate the exposure of lakebed and increase the salinity of the Salton Sea. State and federal agencies and local water agencies have estimated that up to 6,000 to 8,000 acres of lakebed may be exposed six to eight years sooner than had this reduction in water usage not occurred. Salinity concentrations are expected to increase by 6.2 to 9.0 parts per thousand by the year 2027. These increases in lakebed

exposure and salinity will accelerate the environmental impacts already occurring at the Salton Sea related to air quality, water quality, and habitat.

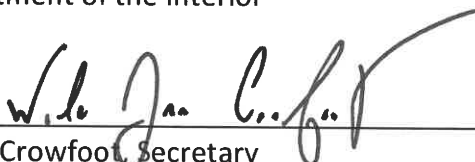
State government, Federal agencies, tribes, and water users around the Salton Sea are collectively committed to addressing, managing, and mitigating impacts to the Salton Sea and surrounding communities associated with additional water conservation activities. This collective commitment involves expanding and expediting physical projects that inundate portions of lakebed that would otherwise be exposed to protect human health by limiting dust emissions on dry playa and providing aquatic habitat for wildlife. At the same time, including through the work of state and local efforts to advance geothermal and lithium opportunities at the Salton Sea, the undersigned and other federal, state, tribal and local leaders are committed to bolstering additional local economic opportunities as well as developing secure long-term funding sources for the ongoing management of lands surrounding the Salton Sea.

Recognizing CNRA's lead role in Salton Sea restoration and management, the undersigned parties, pursuant to this document, commit to a set of concrete actions, listed in the attached document, to accelerate implementation of the Salton Sea Management Program 10-Year Plan (SSMP or Plan). This Plan is the focused effort, managed by the State of California, that has been established to address the shrinking lake to protect public health and preserve environmental habitat in the near term, while a long-term restoration solution is developed.

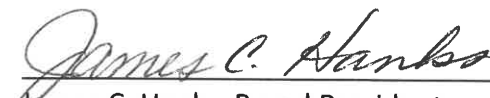
Signed by:

  
\_\_\_\_\_  
Tommy Beaudreau, Deputy Secretary  
Department of the Interior


Date December 16, 2022

  
\_\_\_\_\_  
Wade Crowfoot, Secretary  
California Natural Resources Agency

Date December 9, 2022

  
\_\_\_\_\_  
James C. Hanks, Board President  
Imperial Irrigation District

Date Dec. 1, 2022

  
\_\_\_\_\_  
Jim Barrett, General Manager  
Coachella Valley Water District

Date DEC 05, 2022

## Commitments

Through this collective commitment (Commitment) to the Salton Sea and surrounding communities, and in order to facilitate additional voluntary conservation measures in the Lower Colorado River Basin, the parties commit to the following:

### Section 1.

#### **I. Staffing Project Implementation and Science Support**

- A. The United States Department of the Interior (Department) agrees to support Salton Sea Management Program implementation as follows:
  - i. Provide \$20 Million over four years to the State to support project implementation at the Salton Sea, contingent on appropriations and allotment of funds.
  - ii. The Department, in coordination with CNRA, agrees to support the advancement of scientific knowledge at the Sea through both direct expertise and through additional grant funding to support Salton Sea management.
  - iii. The Department agrees to provide up to \$2 Million over five years to support at minimum two Torres Martinez Desert Cahuilla Indian tribal positions to support SSMP project implementation.
- B. CNRA will pursue increasing the staffing capacity of the SSMP on top of the 65% increase in staffing for Salton Sea work since 2019.

#### **II. Land Access to Complete Projects**

- A. The Department and CNRA agree to secure expedited land access for SSMP on federal lands at the Sea by completing a programmatic land access agreement within 3 months of the completion of the United States Army Corps of Engineers Environmental Assessment for Salton Sea Management Program (SSMP) 10-Year Plan Projects (estimated to be completed by March 1, 2023) to enable land access for completion of projects on Department-managed lands.
- B. CNRA and IID agree to secure expedited land access for SSMP projects on IID lands at the Sea by completing a programmatic land access agreement within 3 months of the completion of the United States Army Corps of Engineers Environmental Assessment for Salton Sea Management Program (SSMP) 10-Year Plan Projects (estimated to be completed by March 1, 2023) to enable land access for completion of SSMP projects on approximately 25,000 acres of IID owned land. CNRA will coordinate with IID to maintain IID access corridors to future exposed playa to implement projects, maintain access to drains, and avoid disruption to IID's operations and maintenance. CNRA shall provide IID with indemnification, defense

and hold harmless protections related to project implementation for these SSMP projects.

- C. CNRA and CVWD agree to expedited programmatic land access for SSMP projects on CVWD lands at the Sea by completing a programmatic land access agreement within 3 months of the completion of the United States Army Corps of Engineers Environmental Assessment for Salton Sea Management Program (SSMP) 10-Year Plan Projects (estimated to be completed by March 1, 2023) to enable land access for completion of mitigation projects on approximately 1,000 acres of CVWD owned land. CNRA and the Department will coordinate with CVWD to maintain access to drains and avoid disruption to CVWD's operations and maintenance. CNRA shall provide CVWD with indemnification, defense and hold harmless protections related to project implementation for these SSMP projects.
- D. CNRA will consider use of its full authority to acquire the necessary property rights to accelerate project implementation consistent with this Agreement and subsequent agreements.

### **III. Securing Water Supply for SSMP Projects**

- A. The Department agrees to provide administrative and technical resources to help secure any additional water supplies necessary for SSMP implementation.
- B. IID agrees to provide on mutually acceptable terms an additional diversion water supply pursuant to IID's pre-1914 appropriative water rights, subject to availability of flows in the New River at mutually agreeable locations, to the California Department of Water Resources (DWR) in an amount up to 100 KAFY for air quality and habitat projects.
- C. When sufficient stormwater flows and agricultural drainage is available through a combination of 1) drains located on the east side of the Coachella Valley Stormwater Channel (CVSWC) and, 2) the CVSWC, CVWD agrees to not hinder the use of 24 KAFY, as needed, by DWR to implement a 1,600-acre North Lake Project and a 160-acre North Lake Pilot Demonstration Project at the North end of the Salton Sea.

### **IV. Improving Permitting and Contracting to Effectively Implement Water Conservation, Mitigation Projects and SSMP Projects**

- A. With respect to voluntary water conservation actions proposed by IID and CVWD to assist with addressing drought conditions in the Colorado River basin and the elevation of Lake Mead, CNRA agrees to expedite its determination of whether such actions are eligible to be conducted under the emergency suspension of the California Environmental Quality Act provided for in paragraph 9 of Executive Order N-7-22.

- B. CNRA agrees to use its full contracting authority to accelerate project implementation, and as necessary to consider pursuing extraordinary authority to facilitate accelerated project implementation.
- C. CNRA agrees, for SSMP projects, IID's QSA mitigation projects, and any voluntary water conservation actions, as permitted under applicable law, to accelerate permitting and contracting and to pursue new and utilize existing tools to expedite permitting and to consider using emergency permitting and permitting exemptions whenever possible and appropriate on a case-by-case basis in light of the public health and environmental crisis at the Salton Sea.
- D. The Department agrees, for SSMP projects, IID's QSA mitigation projects and any voluntary water conservation actions, as permitted under applicable law, to accelerate permitting and contracting and to pursue new and utilize existing tools to expedite permitting and to consider using emergency permitting and permitting exemptions whenever possible, and appropriate on a case-by-case basis in light of the public health and environmental crisis at the Salton Sea.
- E. Expedited permitting under this section shall be protective of the environment. CNRA agrees to utilize due diligence to identify and reasonably address impacts at the time of permitting and subsequently, including through adaptive management.

**V. Ongoing Coordination and Local Outreach and Engagement**

- A. CNRA, IID, CVWD, and the Department agree to establish a Salton Sea Coordination Committee, at the principal level, to provide policy-level coordination and support for Salton Sea management. CNRA will lead the Coordination Committee and convene meetings as frequently as necessary for the orderly implementation of projects under this and subsequent agreements, but at least quarterly.
- B. CNRA will lead and engage with local tribal and community leaders as appropriate, with support from IID, CVWD, and DOI, as the SSMP projects are implemented.
- C. CNRA and the Department will coordinate with IID efforts to implement QSA mitigation projects, including the completion of drain connections to the Salton Sea.
- D. The Department and CNRA shall coordinate with the United States Department of Agriculture and the United States Army Corps of Engineers to seek additional financial resources to the Sea and its surrounding agricultural communities as available and appropriate.

**Section 2.**

Through this Commitment, and in consideration of the IID's and the CVWD's proposal to implement voluntary water conservation actions, on mutually acceptable terms, to address the critical drought situation on the Colorado River, the parties agree to the following:



## **VI. Funding to expedite the 10-year plan for the Salton Sea**

The expenditure or advance of any money or the performance of any obligation of the United States under this commitment are contingent on appropriations or allotment of funds.

- A. The Department through the Bureau of Reclamation (Reclamation) will provide the following funding in support of the SSMP:
  - i. Up to \$225 Million to support expanded and accelerated projects at the Salton Sea that address air quality to protect public health and restore habitat.
  - ii. Up to \$2 Million to fund at minimum two staff or technical consultant positions for five years for the IID to support accelerated project implementation. IID will provide dedicated additional staffing to accelerate project implementation and to support project monitoring.
  - iii. Up to \$1 Million to fund at minimum one staff position for five years for the CVWD to support accelerated project implementation. CVWD agrees to provide dedicated additional staffing to accelerate project implementation and to support project monitoring.
- B. In addition to the specific commitments described above, the Department will continue to pursue additional funding or provide technical assistance as necessary.
- C. In addition to the \$582.6 Million that it has already expended or secured in its implementation of the SSMP, CNRA will continue to pursue additional funding as necessary to fulfill its obligations under the QSA and the related State Water Resources Control Board Orders WRO 2002-2013 (Revised) and WR 2017-0134.
- D. CNRA shall provide IID and CVWD with indemnification, defense and hold harmless protections for impacts to the Salton Sea arising from voluntary water conservation programs undertaken pursuant to this section to address the critical drought situation on the Colorado River. In addition, CNRA agrees to work with IID and CVWD to develop the mechanism(s) to receive further liability and other protections such as indemnification for these voluntary water conservation programs.