

Memorandum

To: Salton Sea Authority Board of Directors
From: G. Patrick O'Dowd, Executive Director /GM
Date: March 21, 2024

Re: CNRA Contract re: Outreach, Engagement, and Education

The subject agreement, executed in September of 2022 will expire on June 30th of this year unless extended. Intended as an operationalization of AB71 and reflecting the letter and spirit of the Memorandum of Understanding between CNRA and the Authority signed in 2020, the agreement contemplated that together we would work on projects to achieve an array of goals to include, inform, and educate stakeholders of the region of the important work taking place at and around the Sea to address the impacts from the Quantification Settlement Agreement.

Due to a variety of challenges, the agreement as originally negotiated has not yet been fully implemented. Those challenges have included (but have been by no means limited to) the delay in implementing the agreement itself – taking well over a year to negotiate and document, extended absence of a leadership counterpart at CNRA, difficulty in recruiting and hiring a well-qualified candidate to spearhead this effort, and lingering effects of the COVID pandemic, all of which have impeded the success of this important work.

In accordance with the terms of the agreement we have requested that CNRA extend this agreement for an additional two-year period, working within the original allocated funds. However, due to the uncertainty of this position it was not included in the operating budget for the Authority in the upcoming fiscal year.



March 5, 2024

Samantha Arthur
Assistant Secretary for Salton Sea Policy
California Natural Resources Agency
(via e-Mail)

Re: Request for Extension - State of California Agreement #OCA21020

Greetings, Assistant Secretary Arthur,

First, we would like to express our appreciation to California Natural Resources Agency (CNRA) and the Department of Water Resources (DWR) for the significant attention given to the challenges at and around the Salton Sea. Though long in coming, the work now being undertaken by the state is having a meaningful impact in addressing the concerns of locals throughout the region.

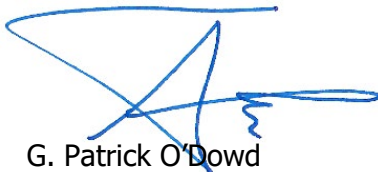
To herald such successes and to assuage the lingering concerns of local residents, visitors, and other regional partners, the Salton Sea Authority (Authority) initiated discussions with CNRA back when Mr. Delgado was at the helm of the SSMP, which resulted in a Memorandum of Understanding between CNRA and the Authority (MOU – copy attached) signed by in February of 2020, which sets forth our mutual goals and objectives. The commitments therein were further evidenced by the CNRA Secretary or his designee – then Assistant Secretary Delgado at the time and now you – joining the Authority board as an ex officio member. That MOU was then used as the foundational document to inform subsequent discussions with CNRA beginning in early in 2021 to develop a collaborative framework for outreach, engagement, and education. Unfortunately, due to COVID and other factors, it took until September of the following year to finally negotiate, document, and execute an agreement (Agreement #OCA21020 Salton Sea Authority_213_Revision) which we all felt would accomplish those goals. Once executed, we were able to immediately launch into one particularly pressing task outlined in the contract, relating to an ongoing CNRA effort (spearheaded by Better World Group) to seek resident input into community amenities. And though we continue to wrestle with some final billing issues related to that effort, all involved at the time believed it to be a great success.

Unfortunately, and in part inherently because of the collaborative arrangement envisioned by the agreement and compounded by difficulties in finding a suitable candidate to lead the effort, the balance of the work remains largely unfulfilled. After extensive efforts and multiple rounds of interviews we were finally able to recruit and hire a well-qualified candidate as our "Public Relations Director" in October of last year. But for a variety of reasons including concerns expressed over the short-term nature of this contract (notwithstanding that the position was underwritten without the contract support as a prerequisite) and a tightening labor market, we lost that candidate to another public agency in late November.

To be clear, the Authority has been and continues to be very active in community engagement, outreach, and education throughout the Imperial and Coachella valleys, meeting regularly with community groups, elected leaders, university students and others to educate and inform the public generally of important concerns and potential solutions. But because the agreement, informed by the MOU and guided by Assembly Bill 71 (2013 – Perez) anticipated this to be a collaborative effort, we have not billed any of our individual effort to the contract. We continue to believe that by working together, utilizing the resources provided under the contract and leveraging the diverse talents resident in our two agencies (including our affiliate agencies) we can have a significant impact in this vitally important area.

We still believe that the effort contemplated by the agreement is as critical now as when it was signed – perhaps more so considering the increased public interest due to the ramping up of the United States Army Corps of Engineers Feasibility Study and the implementation of the Commitments Agreement, neither of which were specifically accounted for when the original agreement was signed. But given the agreement’s pending June 30th expiration, anything that we might start now would certainly fall short in the limited time remaining. Therefore, on behalf of the Board of Directors and the member agencies of the Salton Sea Authority, we are requesting that in accordance with its terms, the agreement be extended for an additional two-year period. No supplemental funding is being requested nor anticipated at this time. We also believe that, in conjunction with any extension, we should revisit the scope to ensure, based on the passage of time and the intervening facts and circumstances (including those discussed earlier), that the contract optimizes our ability to work collaboratively for the benefit of all regional parties in interest. We trust that you will agree, as articulated by AB71, as framed by the MOU, and as outlined in the original agreement, that working together and leveraging our combined effort can provide, that an extension is warranted and should be granted.

Sincerely,



G. Patrick O'Dowd
Executive Director / General Manager

Enclosures

**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.

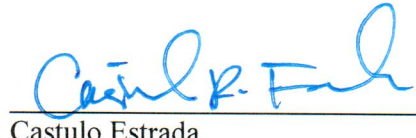
3. Relationship of Parties. Execution of this MOU does not create a new legal entity with a separate legal existence from the individual Parties. This MOU does not result in the joint exercise of powers as set forth in California Government Code section 6500 *et seq.*
4. Appropriations. The Parties recognize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



AB-71 Salton Sea restoration. (2013-2014)

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Assembly Bill No. 71

CHAPTER 402

An act to add Article 2 (commencing with Section 2940) to Chapter 13 of Division 3 of the Fish and Game Code, relating to the Salton Sea.

[Approved by Governor September 28, 2013. Filed with Secretary of State September 28, 2013.]

LEGISLATIVE COUNSEL'S DIGEST

AB 71, V. Manuel Pérez. Salton Sea restoration.

Existing law, until January 1, 2013, established the Salton Sea Restoration Council as a state agency in the Natural Resources Agency to oversee the restoration of the Salton Sea.

This bill would require the Secretary of the Natural Resources Agency, in consultation and coordination with the Salton Sea Authority, to lead Salton Sea restoration efforts. This bill would authorize the authority to lead a restoration funding and feasibility study, in consultation with the agency, as prescribed. This bill would also require the secretary to seek input from the authority with regard to specified components of restoration of the Salton Sea. By imposing duties on a local joint powers authority, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Article 2 (commencing with Section 2940) is added to Chapter 13 of Division 3 of the Fish and Game Code, to read:

Article 2. Salton Sea Restoration

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

(a) The Salton Sea is California's largest inland water body with beneficial uses that include fisheries and wildlife habitat and preservation of endangered species, and is a repository for agricultural drainage.

(b) The Salton Sea ecosystem is a critical link on the international Pacific Flyway and supports over 400 species of birds.

(c) The Salton Sea is threatened by increasing salinity and reduced inflows. These changes increasingly threaten the unparalleled wildlife resources at the sea, as well as air quality in the region.

(d) In cooperation with local governments, nonprofit organizations, private businesses, and the public, the Salton Sea Authority can help protect wildlife habitats and endangered species, improve water and air quality, and enhance recreational opportunities in the region.

(e) In restoring the Salton Sea, it is the intent of the Legislature to do all of the following:

(1) Permanently protect fish and wildlife that are dependent on the Salton Sea ecosystem.

(2) Restore the long-term stable aquatic and shoreline habitat for fish and wildlife that depend on the Salton Sea.

(3) Mitigate air quality impacts from restoration projects using the best available technology or best available control measures, as determined by the South Coast Air Quality Management District and the Imperial County Air Pollution Control District.

(4) Protect water quality.

(5) Maintain the Salton Sea as a vital link along the Pacific Flyway.

(6) Preserve local tribal heritage and cultural values associated with the Salton Sea.

(7) Minimize noxious odors and other water and air quality problems.

(8) Coordinate with local, state, and federal agencies that are responsible for air quality, endangered species, and other environmental mitigation implementation requirements of the Quantification Settlement Agreement.

(9) Enhance economic development opportunities that will provide sustainable financial improvements benefiting the local environment and the economic quality of life for communities around the Salton Sea.

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

(a) "Agency" means the Natural Resources Agency.

(b) "Habitat mosaics" means two or more proximate habitat types, such as saltwater shoreline abutting riverine deltas and irrigated farmland.

(c) "Quantification Settlement Agreement" has the same meaning as defined in subdivision (a) of Section 1 of Chapter 617 of the Statutes of 2002.

(d) "Salton Sea Authority" or "authority" means the joint powers authority comprised of the County of Imperial, the County of Riverside, the Imperial Irrigation District, the Coachella Valley Water District, and the Torres Martinez Desert Cahuilla Indian Tribe.

(e) "Secretary" means the Secretary of the Natural Resources Agency.

(f) "Vector management" means services that eliminate or reduce the risk of illness caused by any organism transporting a pathogen.

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

(A) Early start habitat demonstration projects.

(B) Biological investigations relating to the restoration of the Salton Sea.

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

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

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

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

(2) The secretary and the Legislature shall maintain full authority and responsibility for any state obligation under the Quantification Settlement Agreement. The secretary and the Legislature shall have final approval for any proposed restoration plan.

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

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

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

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

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

(I) Goals and objectives of the project.

(II) The project design and an operations plan.

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

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

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

(b) (1) The authority may lead a restoration funding and feasibility study, in consultation with the agency, to do the following:

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

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

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

(D) Identify state procurement and royalty sharing opportunities.

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

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

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

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

(b) Public access and recreational components.

(c) Opportunities for economic development.

(d) Habitat mosaics and location.

(e) Vector management and predator control.

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

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

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

SEC. 2. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district are the result of a program for which legislative authority was requested by that local agency or school district, within the meaning of Section 17556 of the Government Code and Section 6 of Article XIII B of the California Constitution.