



AGENDA: **SPECIAL MEETING:**
SALTON SEA AUTHORITY BOARD OF DIRECTORS
DATE: **Monday, February 17, 2025**
10:00 a.m.
LOCATION: **691 Boarts Road**
Brawley, CA 92227

Remote viewing and participation for this meeting is accessible at:

<http://www.SaltonSea.com/specialmeeting/>

I. CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

A copy of the agenda and supplemental materials will be available for viewing or download from SaltonSea.com/specialmeeting/

II. CHANGES TO AGENDA

The Board will be asked to review and may change the order of Agenda items to accommodate scheduling or other needs of the Board, the public, or meeting participants. Members of the public are encouraged to arrive at the beginning of the meeting to ensure they are present for Board discussion or action regarding items of interest. The Board may also add Agenda items but only as provided under Government Code section 54954.2.

III. PUBLIC COMMENTS

This Public Comments time is reserved for commenting on any item not on the agenda. California law prohibits members of the Board from acting on matters not on the agenda.

Members of the public may address the Board regarding any matter within the Authority's jurisdiction but are asked to speak to any specific item on the agenda at the time it is called.

Speakers should state their name for the record and address all comments to the Chair, limiting remarks to three (3) minutes.

In person attendees should complete a "request to speak" form and provide it to the Clerk of the Board. Remote speakers must use Zoom's "raised hand" feature (or if by phone, press *9) to be recognized.

Written comments may be emailed to info@saltonseas.com, or delivered by hand or mail to 82500 Highway 111, Suite 4, Indio, California, "Attn: Clerk of the Board, Salton Sea Authority". Please include "Public Comment, 02/17/2025 Board meeting" in the subject line, and also include your name and address (addresses will be redacted), referencing the specific agenda item if appropriate.

IV. BOARD MEMBER COMMENTS

This time is set aside for members of the Board to share thoughts and concerns regarding general Authority matters not on the agenda, ask questions of staff, and request items to 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 allow for public discourse.

V. ITEMS FOR DISCUSSION AND POSSIBLE BOARD ACTION

The purpose of this meeting will be to address the following two time-sensitive issues:

- (a) to authorize the signing of "AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE DEPARTMENT OF THE ARMY AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES AND THE SALTON SEA AUTHORITY FOR THE IMPERIAL STREAMS SALTON SEA AND TRIBUTARIES FEASIBILITY STUDY, CA", associated documents and amendments relating thereto.
- (b) To authorize the signing of "AMENDMENT 03 TO CONTRACT GAFCON PM-CM LLC Labor Compliance Services", which provides an additional \$1,850 in funding to address reporting requirements related to prevailing wages associated with the recently implemented technical services agreement with Nicklaus Engineering.

VI. REPORTS

NONE

VII. ADJOURNMENT

NEXT MEETING TIME & LOCATION:

The Salton Sea Authority board is scheduled to meet on:

Thursday, March 20, 2025, at 10:00 a.m.

Imperial County BOS Chambers

940 W. Main Street

El Centro, CA 92243

(442) 265-1020

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 at the front desk at 82500 Highway 111, Suite 4 Indio, CA 92201.

Memorandum

To: Salton Sea Authority Board of Directors
From: G. Patrick O'Dowd, Executive Director /GM
Date: September 12, 2024

Re: USACE Federal Study – Amendment #1

On December 16, 2022, an agreement was signed which initiated a feasibility study to investigate and recommend improvements for flood risk management, ecosystem restoration, and other water and land related resources for Salton Sea and the vicinity (hereafter, the "Federal Study"). Over the course of the past two years the project team has been working to identify resources and constraints associated with this effort, and develop a scope of work which achieves the underlying objective outlined in the Federal Study's original authorization. As a result, a revised cost estimate for the Federal Study was developed, indicating a maximum cost necessary to complete of Twenty-Two Million Two Hundred Ninety-Nine Thousand Dollar (\$22,299,000), of which half would be paid by the Federal Government. Pursuant to the authorization and the original agreement, the remaining cost to complete the Federal Study shall be born by the "Non-Federal Sponsors", which includes the Salton Sea Authority and the California Department of Water Resources (DWR), jointly. Pursuant to an agreement executed concurrently with the initial signing, DWR agreed to fully fund the cost of the Non-Federal Sponsors, which agreement remains in full force and effect with respect to this Amendment #1.

Recommendation:

Authorize the Executive Director to sign Amendment #1 in the form attached hereto, as well as all ancillary documents relating to this study. It is also recommended that the Executive Director be authorized to execute such future amendments in regards to this Federal Study so long as such amendments do not cause or increase financial risk to the Authority, and are (a) reviewed by the Projects Committee, (b) approved by the Executive Committee, and (c) in a form acceptable to Authority legal counsel.

AMENDMENT NO. 1
TO THE
AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE CALIFORNIA DEPARTMENT OF WATER RESOURCES
AND
THE SALTON SEA AUTHORITY
FOR THE
IMPERIAL STREAMS SALTON SEA AND TRIBUTARIES FEASIBILITY STUDY, CA

THIS AMENDMENT NO. 1 is entered into this _____ day of _____, _____, by and between the Department of the Army (hereinafter the “Government”), represented by the District Commander for Los Angeles District (hereinafter the “District Commander”) and the California Department of Water Resources and the Salton Sea Authority (hereinafter the “Non-Federal Sponsors”), represented by the Director for California Department of Water Resources and the Executive Director for Salton Sea Authority.

WITNESSETH, THAT:

WHEREAS, the Government and the Non-Federal Sponsors entered into an Agreement on December 16th, 2022, to perform a feasibility study to investigate and recommend improvements for flood risk management, ecosystem restoration, and other water and land related resources for Salton Sea and the vicinity including all tributaries with a view toward restoration and protection of the environment, and improvements to public health and safety for Salton Sea and Tributaries, Riverside, Imperial and San Diego Counties, California (hereinafter the “Study”);

WHEREAS, Section 105(a) of the Water Resources Development Act (WRDA) of 1986, as amended (33 U.S.C. 2215(a)), specifies the cost sharing requirements; and

WHEREAS, the Government and the Non-Federal Sponsors have the full authority and capability to perform in accordance with terms of this Agreement.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. ARTICLE I – DEFINITIONS is amended by revising paragraph E. as follows:

E. The term “maximum Federal Study cost” means \$22,299,000 Federal cost limit for the Study, unless the Government has approved a higher amount.

2. ARTICLE III – PAYMENT OF FUNDS is amended by revising paragraph A. as follows:

A. As of the effective date of this Agreement, study costs are projected to be \$22,299,000, with the Government's share of such costs projected to be \$11,149,500 and the Non-Federal Sponsors' share of such costs projected to be \$11,149,500, which includes creditable in-kind contributions projected to be \$1,000,000, and the amount of funds required to meet their cost share projected to be \$10,149,500. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsors.

3. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

CALIFORNIA DEPARTMENT OF WATER RESOURCES

BY: _____
Andrew J. Baker
Colonel, U.S. Army
District Commander

BY: _____
Thomas Gibson
Lead Deputy Director

DATE: _____

DATE: _____

SALTON SEA AUTHORITY

BY: _____
G. Patrick O'Dowd
Executive Director

DATE: _____

Memorandum

To: Salton Sea Authority Board of Directors
From: G. Patrick O'Dowd, Executive Director /GM
Date: February 17, 2025

Re: Desert Shores Restoration Project – Prevailing Wage Reporting

On November 16, 2023, this board approved the engagement of Gafcon, Inc. to provide certain services relating to feasibility and community engagement for the Desert Shores Restoration Project. As a result of that effort and due to the lack of anticipated information regarding local hydrology, it was determined necessary to seek additional support for testing. At your direction, an RFP was issued and Nichlaus Engineering was selected to provide these services, pursuant to a contract approved by this board on November 14, 2024.

We are informed that Nicklaus Engineering and their subcontractors will be undertaking work subject to prevailing wage laws. Accordingly, it will be the Authority's responsibility to submit certified payroll reports documenting workers' wages, hours, and classifications, and ensuring compliance with California's prevailing wage laws.

Gafcon's Labor Relations Dept. provides labor compliance services to mitigate risks for owners involved in construction projects. The effectiveness of Gafcon's processes gained their recognition as one of California's first State-approved labor compliance programs. Gafcon has proposed an amendment to our Services Agreement that will permit them to perform these services for the Authority with respect to this project. Our fee for these services is \$1,845.

Recommendation:

Authorize staff to amend the Gafcon agreement to provide compliance services through its Labor Relations Department for a fee not to exceed \$1,845 for the life of the Nichlaus contract.

AMENDMENT 03 TO CONTRACT

GAFCON PM-CM LLC

Labor Compliance Services

This amendment (the "**Amendment**"), effective as of January 22, 2025, between the Salton Sea Authority, a California Joint Powers Agency ("**Authority**") and Gafcon PM-CM LLC, a Delaware limited liability company licensed to do business within the state of California ("**Consultant**"), parties to the AGREEMENT FOR SERVICES dated October 24, 2023 (the "**Agreement**").

The Agreement is amended as follows:

1. SCOPE OF SERVICES:

- a. Consultant shall perform the labor compliance services as set forth in the Fee Schedule attached as Exhibit A in relation to the Desert Shores Restoration Project Feasibility Study being performed by Nicklaus Engineering, Inc.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

ACKNOWLEDGED AND AGREED:

SALTON SEA AUTHORITY

GAFCON PM-CM LLC

By: _____

By: _____

Name: G. Patrick O'Dowd

Name: Robin Duveen

Title: Executive Director

Title: Vice President

Date: _____

Date: _____

EXHIBIT A
Fee Schedule



Fee Schedule

Gafcon proposes a **not-to-exceed fee of \$1,845.00**, in accordance with the below proposed hourly rates for the Salton Sea Authority Project, with an anticipated work schedule of 1 month and 2 months of close-out.

We utilize a not-to-exceed model to allow us to monitor the project as efficiently and cost effectively as possible, thus consistently resulting in cost savings to the client. This fee includes everything associated with the monitoring and enforcement of the Project as required by the State of California DIR and the Authority.

Gafcon PM-CM LLC is not a law firm and its services do not constitute legal advice. If you require legal advice, you should consult with an attorney.

Proposed Staff	Hourly Rate	Proposed Hours	Total
Italia Gray, Labor Relations Analyst	\$95.00	15	\$1,425.00
Flavia Leon, Labor Relations Coordinator	\$70.00	6	\$ 420.00
			\$1,845.00