



**AGENDA:** **SPECIAL BOARD OF DIRECTORS MEETING**  
**DATE:** **Friday, May 23, 2025, at 9:00 a.m.**  
**LOCATION:** Cambria Imperial Hotel  
Seven Cities Banquet Hall  
1500 North Imperial Avenue  
Imperial, CA 92251  
760-919-5558

The following Salton Sea Authority Directors will be attending remotely via video/teleconference from the location(s) indicated:

Director John Aguilar  
Coachella Valley Water District  
189 Orontes Way  
Cathedral City, CA

Director V. Manuel Perez  
Riverside County  
78015 Main Street, Suite 205  
La Quinta, CA 92253

Vice-President Castulo Estrada  
Coachella Valley Water District  
53462 Enterprise Way  
Coachella, CA 92236

Remote 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/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 other remarks should be provided during this general public comment period.

**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@saltonsea.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, 05/23/2025 Board meeting" in the subject line, and also include your name, address (addresses will be redacted), referencing the specific agenda item if appropriate.

All written comments will be distributed to the Board, posted on **SaltonSea.com** for public viewing and, **if received before noon on Thursday, May 22**, publicly acknowledged during the Board meeting. (Written comments will be included in the public record but not be read aloud.)

### **III. 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.

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

- A. CONSENT CALENDAR – Approve, Receive, and File
  - 1. Minutes of Salton Sea Authority Board Meeting 3/20/2025
  - 2. Salton Sea Authority Warrant Register Ratification for 2/28/2025, 3/31/2025, 4/30/2025
  - 3. Salton Sea Authority Internal Financial Reporting through 4/30/2025
- B. Salton Sea Authority 2025/2026 Operating Budget – Review and Approve
- C. Federal Matters
  - 1. Imperial Streams Salton Sea and Tributaries Feasibility Study, CA  
Federal Funding Request
    - a. Review and Approve Supporting Resolution
- D. State Legislative Matters
  - 1. Legislative Task Force
  - 2. Introduction of Cruz Strategies
  - 3. Proposition 4 Update and Direction

4. Other pending state legislation
- E. Project Activity
  1. North Lake Pilot Demonstration Project
    - a. Ratify Extension/Amendment to Authority/RIVCO Agreement
  2. Desert Shores
    - a. Pending Grant Modification

## **V. REPORTS**

- A. Federal
  1. Federal Activities – Lisa Moore Lehman, Partner, Cultivating Conservation
- B. State
  1. State Advocacy – Cruz Strategies, Steve Cruz
- C. Executive Director's Report and Comments - 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, June 19, at 10:00 a.m.

at

Imperial County BOS Chamber

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 located at 82500 Highway 111, Suite 4 Indio, CA 92201.*



**OFFICIAL PROCEEDINGS**  
**SALTON SEA AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
**March 20, 2025**

**I. CALL TO ORDER**

The regularly scheduled meeting of the Salton Sea Authority (“Authority”) Board of Directors (“Board”) was called to order by Chair Dockstader, at 10:03 a.m., March 20, 2025 at the Imperial County BOS Chamber and via Zoom Webinar.

**PLEDGE OF ALLEGIANCE** Led by Director Singh

**ROLL CALL**

**DIRECTORS PRESENT ON SITE**

Gina Dockstader, Secretary  
Director Singh  
Ryan E. Kelley, Director  
John Aguilar, Director  
Alex Cárdenas, Director

**AGENCY**

Imperial Irrigation District  
Imperial County  
Imperial County  
Coachella Valley Water District  
Imperial Irrigation District

**DIRECTORS PRESENT VIA ZOOM**

V. Manuel Perez, Director  
Cástulo R. Estrada, Vice-President  
Ex-Officio Joe Shea

**AGENCY**

Riverside County  
Coachella Valley Water District  
California Natural Resources Agency

**DIRECTORS ABSENT**

Yxstian Gutierrez, Treasurer  
Joseph Mirelez

**AGENCY**

Riverside County  
Torres Martinez Desert Cahuilla Indians

**MEMBERS OF THE PUBLIC PRESENT**

On Site: Eric Reyes, Los Amigos de la Comunidad, Larissa Sinclair, Miguel Hernandez, CNRA, Dylan Mohamed, IID, Vickie Doyle, IID.

Via Zoom: Pat Cooper, Riverside County, Taylour Unzicker, CA State Parks, Tom Sephton, I am IronDad, Paul Najar, Gafcon, Tina Shields, IID, Aydee Palomino, Alianza, Mario Llanos, Pat Cooper, Deputy Chief of Staff, Supervisor Perez, Evon Willhoff, DWR, Jim Barrett, CVWD, Michael Cohen, Pacific Institute and 9 others.



## **II. PUBLIC COMMENTS**

Miss Sinclair moved to North Shore and bought a house with her husband. She would like to see more to preserve the culture.

- Visitors center
- Maps
- Online information
- Reopening strategic campgrounds, like Bombay beach
- Shoreline access
- Would like to know where the Salton Sea history museum is located.

## **III. BOARD MEMBER COMMENTS**

President Dockstader requested that the completed board packet be distributed sooner. Executive Director O'Dowd advised that the agenda is distributed not less than 72 hours prior to meeting start (per Brown Act requirements), and that agenda-item-specific material is posted to the website when it comes available, much of which is posted concurrent with or shortly after the distribution of the agenda. In order to ensure a complete board packet, staff has historically prepared and distributed a "complete board packet" no less than 24 hours prior to meeting start, with material received thereafter (including presentation material) added supplementally to the website.

Dockstader also inquired about our association memberships, and in particular CSDA.

Treasurer Kelley gave a brief update on Yale University visiting the Sea for the 4<sup>th</sup> time in 7 years. Their project focuses on sustainable living, nomad culture, landscaping and environmental infrastructure.

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

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

1. Minutes of Salton Sea Authority Board Meeting January 16, 2025
2. Salton Sea Authority Warrant Register Ratification for 12/31/24, 1/31/25, and 2/28/25
3. Salton Sea Authority Internal Financial Report for the seven months ended January 31, 2025

*On motion by Cardenas, second by Singh, the Board approved the Consent Calendar to be received and filed.*

*Approved by the following vote:*

**AYES:** 8

**NOES:** 0

**ABSTAINED:** 0

***MOTION PASSED: Unanimous***

- B. North Lake Pilot Demonstration Project Proposition 68 Grant Maturity Date Extension Ratification. O'Dowd gave a brief update on the technical challenges. Director Cardenas asked if the objective was to achieve a certain percent complete with design, and O'Dowd advised that the more important task was to assess the project feasibility based on availability of financial resources.

Director Aguilar asked for clarification on the dates and was informed the current extension is through December 31, 2025 but will most likely be extended again if the project proves achievable.

Director Perez voiced his frustration with the state and concerned that they are lacking staff capacity. Perez questioned at what point do we decide to step away from this project, but also expressed continuing concerns about the conservancy and the potential for confusion and inefficiency.

Cardenas asked if there was a project management issue. O'Dowd stated that Riverside County is leading the effort and together we can be successful if the project is deemed feasible and the resources are available. Cardenas asked about listed and threatened species and was informed this project is covered under the SSMP environmental approvals.

Joe Shea shared that his assessment with 3.5 months being on the job that we still need to answer if there is enough water to support this project. We continue to engage with consultants and state techs teams to find some of those answers, but we've got more work ahead of us.

***On motion by Cardenas second by Aguilar, the Board approved Proposition 68 Grant Maturity Date Extension Ratification***

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

***AYES: 8***

***NOES: 0***

***ABSTAINED: 0***

***MOTION PASSED: Unanimous***

- C. Desert Shores Restoration – Gafcon Contract Amendment Approval. O'Dowd noted the technical challenges the project has long faced, and the recent hiring of Nicklaus Engineering for geotechnical work. Gafcon has been overseeing on behalf of the Authority under a contract that has exhausted current funding, and staff is requesting a 25K increase to be funded from the

grant. Paul Najar (Gafcon) stated that the channel survey was completed by Nicklaus, with 15 locations identified for testing on parcels surrounding the channels. Letters were sent to the property owners, and the community of Desert Shores was very helpful in assisting in the effort of contacting these owners. John Gay is submitting permit for drilling, which will commence early April. President Dockstader and Director Cardenas commented.

***On motion by Singh second by Kelley, the Board approved the Gafcon Contract Amendment***

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

***AYES: 8***

***NOES: 0***

***ABSTAINED: 0***

***MOTION PASSED: Unanimous***

- D. IID Presentation – System Conservation Implementation Agreement (SCIA) – Dylan Mohamed, Water Conservation Analyst, gave a presentation on the subject (presentation slides included herewith).

Treasurer Kelley inquired as to the status on the federal funding obligations and was informed that some funds were frozen, but that the funding for 2025 was received while IID continues to advocate for the balance of funding to be released. Kelley also asked about the Economic Analysis on DIP water conservation on farms, stating his belief that IID and growers will benefit but the economic loss for the loss of productivity will not be addressed. He was informed that this is a voluntary program, and IID did not evaluate that specific issue and had no information.

Eric Reyes echoed Treasurer Kelley's concerns and further expressed concern that the program may have human and environmental impact and felt the Authority should take a stand in this regard.

In response Director Cardenas stated that USBR and IID completed an environmental assessment under NEPA that fully analyzed the impacts and was signed off by both agencies covering the temporary conservation measures. Also, legal actions brought in this regard were dismissed.

President Dockstader stated that per USBR all the SCIA funds were released, and that this program helped the farmers pay for their fertilizer, equipment and other bills.

Kelley responded to restate his concern that there was no economic impact statement in the report and that there is a significant impact in moving this amount of water out of the valley. It will benefit the Colorado River users and states but does not see how it benefits the people that live here.

Aguilar provided additional comments.

- E. Vertical Tube Evaporator, Multi-Effect Distillation (VTE-MED) presentation - Tom Sephton gave a presentation. See attached
- F. Salton Sea Authority 2025/2026 Draft Operating Budget (First Presentation). O'Dowd presented a Draft Budget for 2025-26, noting that revenues and expenses did not change materially from prior year. No project dollars were included in the budget as they are pass through and do not material impact operations. This reflects the sources and uses of Authority operations. We are recommending that no member contribution increase for the coming year, and will request final approval at our May meeting.
- G. Community Engagement Update (Video) Tara Mulally, CV Strategies, Chief Strategy Officer. Patrick spoke on behalf of Tara Mulally and gave a brief update on the work that has been done so far. We also handed out a list of "key messages" and a leave behind pamphlet. We are asking the board to review, comment and request any changes. Ms. Mulally was unable to attend in person due to a long planned conflict, but a video update was provided which is viewable on the meeting web page.
- H. Imperial Valley Salton Sea Summit - Eric Reyes gave a brief update on the SS Summit and the scheduled speakers.
- I. Conservancy (SB 583)
  - 1. Implementation, O'Dowd gave a brief update. The Authority has a significant role, one-third of the Conservancy Board will comprise of the Salton Sea member agencies including the current Authority President, and along with the Assistant Secretary (also ex officio on the Authority Board), who will Serve on the conservancy board.
  - 2. Proposition 4 Allocations, O'Dowd advised that there is \$10MM in Prop 4 funds identified for the Authority and the Conservancy. Cardenas noted that we are unrepresented in Sacramento, requested an update. O'Dowd reminded the board of the action they took to pause state advocacy to develop a communications strategy, and that effort was near completion. A task force was also discussed. Staff was directed to pursue this issue prior to next board meeting.

## **V. REPORTS**

### **A. Federal**

1. Federal Activities – Lisa Moore Lehman, Partner, Cultivating Conservation gave a brief update on the D.C. trip that Patrick and President Dockstader took and met with legislative with Lisa Moore.
2. US Bureau of Reclamation – Jeremy Brooks – NO REPORT

### **B. State**

1. State Advocacy – O'Dowd gave an update V1.I.
2. State of California – Mr. Miguel Hernandez, Public Affairs Officer, California Natural Resources Agency Gave a brief update on current and past events. Annual report will be released in the next 10 days
3. Salton Sea State Recreation Area Update on Activities – Cassandra Van Dyne, Interpreter & Educator, California State Parks, gave a brief update. Visitation #'s were up. In Jan and Feb, day use was at 6,050, a 23% increase from 2024 and 4,424 campers, a 29% increase from 2024. They are expanding their programming on Salton Sea History talks, multiple K-12 visits and collages. Weekend Bird walks have been added. They welcome any information from the board that they can share.
4. Salton Sea Action Committee – Alan Pace, SSAC President – No Report

- C. Executive Director's Report and Comments - G. Patrick O'Dowd, Executive Director/GM, Salton Sea Authority, O'Dowd covered throughout the meeting.

## **VI. ADJOURNMENT**

Meeting adjourned at 12:30 pm

### **NEXT MEETING TIME & LOCATION:**

The Salton Sea Authority board is scheduled to meet on:

Thursday, May 22, at 10:00 a.m.

at

Coachella Valley Water District  
Steve Robbins Administration Bldg.  
75515 Hovley Lane East

Palm Desert, CA 92260

*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 located at 82500 Highway 111, Suite 4 Indio, CA 92201.*



**Salton Sea Authority**  
**Warrant Register**  
April 1, 2025 through April 30, 2025

Date	Number			Amount
04/01/2025	ACH	Imperial Irrigation District	March 2025 bill	(67.87)
04/01/2025	ACH	Federal Express	March 2025 bill	(30.86)
04/02/2025	ACH	CV Strategies	March 2025 bill	(27,212.50)
04/02/2025	ACH	Allied	Insurance renewal 4/25-4/26	(9,189.00)
04/02/2025	ACH	Cultivating Conservation	March 2025 bill	(7,350.00)
04/02/2025	ACH	Best, Best & Krieger	Legal services 03/25	(5,234.50)
04/02/2025	ACH	Allied	Insurance renewal 4/25-4/26	(4,574.00)
04/02/2025	ACH	Janice Rosenquist	Accounting services 3/25	(4,290.00)
04/02/2025	ACH	Eide Bailly LLP	Accounting services 3/25	(3,137.69)
04/02/2025	ACH	O'Dowd, George Patrick	Reimbursement of expenses	(2,627.05)
04/02/2025	ACH	Best, Best & Krieger	Legal services 04/25	(781.29)
04/02/2025	ACH	SystemGo IT LLC	Website services 3/25	(397.00)
04/02/2025	ACH	Bravata, Lisa	Reimbursement of expenses	(136.50)
04/02/2025	ACH	Lee Associates	Rent April 2025	(1,200.00)
04/11/2025	ACH	Banc of California	Visa billing cycle ended 4/25	(2,550.52)
04/28/2025	ACH	Cultivating Conservation	April 2025 bill	(7,350.00)
04/28/2025	ACH	Janice Rosenquist	Accounting services 4/25	(4,785.00)
04/28/2025	ACH	Best, Best & Krieger	Legal services 04/25	(3,285.10)
04/28/2025	ACH	SystemGo IT LLC	Website services 4/25	(397.00)
04/29/2025	ACH	Frontier Communications	Internet service 4/25	(104.99)
04/30/2025	ACH	Imperial Irrigation District	Electricity service 4/25	(84.21)

**Beginning Cash Balance** **257,584.85**

**Monthly Activity** **(84,785.08)**

**Ending Cash Balance** **172,799.77**



## Salton Sea Authority Warrant Register

March 1, 2025 through March 31, 2025

Date	Number			Amount
3/3/2025	ACH	Imperial Irrigation District	Electricity service 3/25	(110.17)
03/04/2025	ACH	Lee Associates	March 2025 rent	(1,200.00)
03/11/2025	ACH	Banc o California	Visa billing cycle ended 3/25	(1,668.45)
03/27/2025	ACH	Frontier Communications	Internet service 3/25	(94.99)
Beginning Cash Balance				260,658.46
Monthly Activity				(3,073.61)
Ending Cash Balance				257,584.85





## Salton Sea Authority Warrant Register

February 1, 2025 through February 28, 2025

Date	Number		Amount
2/3/2025	ACH	Imperial Irrigation District	(82.54)
02/04/2025	ACH	Lee Associates	February 2025 rent (1,200.00)
02/11/2025	ACH	Banc o California	Visa billing cycle ended 2/25 (1,820.36)
02/20/2025	Deposit	Grant Reimbursement	Grant Reimbursement Prop 68 DWR 23,696.83
02/27/2025	ACH	Secretary of State	Filing fee (6.50)
02/27/2025	ACH	Riverside County	Payroll transfer (210,000.00)
02/27/2025	ACH	Gafcon, Inc.	Grant expense (15,463.54)
02/27/2025	ACH	Cultivating Conseration	DC Advocate (7,350.00)
02/27/2025	ACH	Nicklaus Engineering, Inc.	Grant expense (6,879.93)
02/27/2025	ACH	Janice Rosenquist, CPA	Accounting services 2/25 (5,280.00)
02/27/2025	ACH	Best, Best & Krieger	Legal services 02/25 (1,877.20)
02/27/2025	ACH	County of Imperial	Reimbursement (846.78)
02/27/2025	ACH	SystemGo IT LLC	Website services 225 (397.00)
02/27/2025	ACH	Eide Bailly LLP	Grant Accounting services 35 (246.00)
02/27/2025	ACH	Best, Best & Krieger	Legal services 02/25 (186.30)
02/27/2025	ACH	Frontier Communications	Internet service 2/25 (94.99)
Beginning Cash Balance			<u>488,692.77</u>
Monthly Activity			<u>(228,034.31)</u>
Ending Cash Balance			<u><u>260,658.46</u></u>



# Salton Sea Authority

## Budget to Actual

### General Fund (Unaudited)

For the Period July 1, 2024 through April 30, 2025

	A			B	C	B / C	B - C
	February 2025	March 2025	April 2025	YTD FY 25	Budget FY 25	YTD Target 83%	\$ Variance
<b>1 REVENUE</b>							
2 Local Government / Member Assessments	-			810,000	800,000	101%	10,000
3 Other Federal / State / Local Contributions	-	502		4,873	10,000	49%	(5,127)
4 Sponsorships	-				10,000	0%	(10,000)
5 Grant Reimbursements and Other Income	81	15	26	723	30,000	2%	(29,277)
<b>6 TOTAL REVENUE</b>	<b>81</b>	<b>517</b>	<b>26</b>	<b>815,596</b>	<b>850,000</b>	<b>96%</b>	<b>(34,404)</b>
<b>7 EXPENSES</b>							
9 Total Salaries	17,871	17,871	17,871	182,859	225,900	81%	(43,041)
10 Total Employee Benefits	9,192	9,471	9,471	96,594	127,000	76%	(30,406)
11 Total Salaries & Benefits	27,063	27,342	27,342	279,453	352,900	79%	(73,447)
12 Contract / Professional Services							
13 DC Advocates	7,350	7,350	\$ 7,350	73,500	89,600	82%	(16,100)
14 Sacramento Advocates	-	-	-	21,000	84,000	25%	(63,000)
15 Attorney Fees	6,016	3,285	2,159	26,263	59,400	44%	(33,137)
16 Audit & Accounting	4,290	7,923	2,640	68,495	62,000	110%	6,495
17 Public Outreach & Engagement		27,213	7,000	34,213	17,400	197%	16,813
18 Total Contract / Professional Services	17,656	45,770	19,149	223,470	312,400	72%	(88,930)
19 Administration							
20 Travel/Mileage	562	1,521	-	11,572	50,000	23%	(38,428)
21 Office Rent	1,200	1,200	1,200	12,000	18,000	67%	(6,000)
22 Utilities	110	152	152	1,263	6,000	21%	(4,737)
23 Repair and Service Maintenance	-	-	-	294	-	N/A	294
24 Office Rent, Utilities, and Repair/Maintenance	1,310	1,352	1,352	13,558	24,000	56%	(10,442)
25 Equipment / IT Maintenance	397	397	397	4,195	5,100	82%	(905)
26 Non-capitalized Office Equipment	-	-	-	1,081	8,000	14%	(6,919)
27 Insurance	1,056	1,056	-	9,506	13,000	73%	(3,494)
28 Office Expense/Operating Supplies	422	771	202	5,049	8,700	58%	(3,651)
29 Office Expense/Online Services	275	421	418	3,450	5,400	64%	(1,950)
30 Dues, Subscriptions	1,130	713	-	7,856	10,000	79%	(2,144)
31 Operating Expenses/County Charges	313	(914)	-	4,359	5,400	81%	(1,041)
32 Board Room Usage and Recordings	95	95	117	3,906	3,600	108%	306
33 Interest Expense	-	-	-	-	1,500	0%	(1,500)
34 Total Administration	5,561	5,412	2,486	64,531	134,700	48%	(70,169)
<b>35 TOTAL EXPENSES</b>	<b>50,279</b>	<b>78,524</b>	<b>48,977</b>	<b>567,454</b>	<b>800,000</b>	<b>71%</b>	<b>(232,546)</b>
<b>36 NET REVENUE / (EXPENSES)</b>	<b>(50,198)</b>	<b>(78,007)</b>	<b>(48,951)</b>	<b>248,141</b>	<b>50,000</b>	<b>496%</b>	<b>198,141</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

## Budget to Actual

### DWR - Proposition 68 Grant (Unaudited)

For the Period July 1, 2024 through April 30, 2025

	A	A	B	C	B / C	B - C
	February 2025	March 2025	April 2025	YTD FY 25	Budget FY 25	YTD Target 83% \$ Variance
1 <b>REVENUE</b>						
2     State of California Grant (Prop 68)		-	-	\$ 27,592	2,000,000	1% (1,972,408)
3 <b>TOTAL REVENUE</b>	-	-	-	27,592	2,000,000	1% (1,972,408)
4 <b>EXPENSES</b>				-		
5     SSA Salaries & Contract Accounting		-	-	3,895	79,700	5% (75,805)
6     Riverside County Salaries	-	-	-	-	-	-
7     Contractors		-		23,697	1,920,300	1% (1,896,603)
8     Department of Water Resources-North Lake Demo				-		-
9 <b>TOTAL EXPENSES</b>	-	-	-	-	2,000,000	0% (2,000,000)
10 <b>NET INCOME / (LOSS)</b>	-	-	-	(27,592)	-	(0) (27,592)

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# Salton Sea Authority

## Budget to Actual

### BOR -DSR (Unaudited)

For the Period July 1, 2024 through April 30, 2025

	A		A		B	C	B / C	B - C
	February 2025	March 2025	April 2025	YTD FY 25	Budget FY 25	YTD Target 83%	\$ Variance	
1 <b>REVENUE</b>								
2 Bureau of Reclamation Grant		35,546	-	\$ 35,546	750,000	5%	(714,454)	
3 <b>TOTAL REVENUE</b>	-	35,546	-	35,546	750,000	5%	(714,454)	
4 <b>EXPENSES</b>				-				
5 Riverside County Salaries	-	-	-	-	-		-	
6 SSA Salaries & Contract Accounting		978	-	978	25,000	4%	(24,022)	
7 Contractors	-	34,568	-	34,568	725,000	5%	(690,432)	
8 Legal Expenses	-	-	-	-	-		-	
9 Bureau of Reclamation-Desert Shores Re	-	-	-	-			-	
				-				
10 <b>TOTAL EXPENSES</b>	-	35,546	-	35,546	750,000	5%	(714,454)	
11 <b>NET INCOME / (LOSS)</b>	-	0	-	0	-	0	0	

\*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 April 30, 2025

1	<b>ASSETS</b>		
2	Checking/Savings	\$	172,800
3	PacWest Checking		
4	Rivco Payroll		131,098
5	Rivco Investment		2,320
6	Rivco Investment FMV Ajdt		(432)
8	Checking/Savings		305,786
9	Accounts Receivable		-
10	Interest Receivable		-
11	Rent Deposits		1,250
12	Prepaid Items		20,182
13	Due from BOR		35,917
14	Grants Receivable		152,193
15	Right to Use Asset		15,553
16	<b>TOTAL ASSETS</b>	<b>\$</b>	<b>530,882</b>
17	<b>LIABILITIES &amp; FUND BALANCE</b>		
18	<b>LIABILITIES</b>		
19	Accounts Payable	\$	54,114
20	Credit Card Payable		589
21	Accrued Payroll		13,326
22	Accrued Vacation		75,696
23	Lease Liability		15,707
24	Due to Riverside County		142,167
26	<b>TOTAL LIABILITIES</b>		301,599
28	<b>Fund Balance</b>		
29	Fund Balance		(18,859)
30	Net Income		248,141
32	<b>FUND BALANCE</b>		229,282
34	<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b>\$</b>	<b>530,882</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:** May 23, 2025

**Re: Salton Sea Authority – 2025/2026 Draft Operating Budget**

At the March 20, 2025 meeting of the Salton Sea Authority Board this draft budget was first presented and explained in detail. Since the presentation no substantive comments have been received. Staff is representing the 2025/2026 Operating Budget for final review, **recommending adoption, and requesting authorization to issue member invoices for member invoices for the coming year.**

Included herewith is a draft Salton Sea Authority operating budget for 2025/26. Based on year-to-date operations and projected performance, we once again expect to end the year with positive operating results, performing nominally to this year's approved budget overall. You will find that next year's budget tracks closely with historical expenses and anticipates **member contributions for the year will remain unchanged** from the previous, while again **projecting positive results from full year operations.**

You will also notice the budget includes two extraordinary revenue line items, indicating financial support from "partners and stakeholders" totaling \$525,000 in aggregate. We included it on the budget to highlight two potential funding sources – Proposition 4 and the feasibility study. As you know, Proposition 4 includes \$160 million for the Salton Sea Management Program, and an additional \$10 million for the Salton Sea Authority and the conservancy. The feasibility study was secured by the Authority in 2020 and the Authority serves as a "joint local sponsor" along with the state. Based on our experience to date, we believe there are tasks associated with this effort that may best be performed by the Authority which under our agreement would be treated as "in kind" work and reimbursable from the state (Pursuant to our agreement the state indemnifies the Authority for costs associated with this effort).

The Authority make a specific budget request to the state for funds under Proposition 4 to support our collaborative effort to stand up the conservancy, and to fund the Authority's significant ongoing work of mutual benefit including the feasibility study and

community engagement – particularly as it relates to concerns around Colorado River impacts to local stakeholders. As the budget reflects, we do receive very limited reimbursements from Prop 68 grant for the North Lake Pilot Demonstration Project, and even less financial support from USBR for work done on Desert Shores. We intend as part of the restructuring of those agreements to advocate for more equitable treatment of the Authority for work performed in this regard.

It is important to note that positive operating results are achieved net of these extraordinary revenues, and no expenses have been assigned thereto in the current budget draft. If we are successful in securing these funds, they would be used by the Authority to further support the efforts of our state and local partners, particularly in the implementation of the conservancy and feasibility study, including the addition of administrative, outreach, and engagement capacity.

Our budget presentation focuses primarily on the operating expenses and member contributions in anticipation of a final review, approval, and authorization to distribute invoices when it is presented again in May (we do not expect any material changes). It does **not** reflect the dollars that will flow through the Authority in trust under the North Lake and Desert Shores grants, which will likely amount to several million dollars next year and for which the Authority receives little direct benefit. It should be acknowledged, however, that these grants and the successful completion of the projects associated therewith are important to our member agencies, as their constituents should benefit greatly from the funded projects.

### **Recommendation:**

Adopt operating budget as presented, authorize the issuance of invoices for member agencies for the coming year.

**Salton Sea Authority**  
**FINAL Draft Budget**  
FY 2025/26

	A	B	C	D	E	F
	FY 24/25 Adopted Budget General Fund	FY 24/25 Projected FYE General Fund	FY 25/26 Draft Budget General Fund	FY 24/25 Adopted Budget Grant Funds	FY 24/25 Projected YTD Grant Funds	FY 25/26 Draft Budget Grant Funds
<b>1 REVENUE</b>						
2 Local Government/Member Assessments	\$ 800,000	\$ 800,000	\$ 800,000	\$ -	\$ -	\$ -
3 Tribal Contribution (Voluntary)	-	10,000	-			
4						
5 Grants and Other Reimbursements to General Fund	30,000	30,000	44,300			
6						
7 Other Federal/State/Local Reimbursements	10,000	-				
8 Partner Support			375,000			
9 Stakeholder Support			150,000			
10						
11 Sponsorships	10,000	-	10,000			
12			-			
13 <b>GRANT PROJECT REVENUES</b>						
14 Department of Water Resources-North Lake Demonstration				2,000,000	TBD	WIP
15 Bureau of Reclamation-Desert Shores Revitalization				750,000	TBD	WIP
16 <b>TOTAL REVENUE</b>	850,000	840,000	1,379,300	2,750,000	-	-
17						
18 <b>EXPENSES</b>						
19 <b>SSA ADMINISTRATION</b>						
20 Employee Salaries and Benefits						
25 Total Employee Salaries	225,900	231,739	238,995			
26 Total Employee Benefits	127,000	120,060	126,574			
27 Total Salaries and Benefits	352,900	351,799	365,569			
28						
29 Contract and Professional Services						
30 DC Advocates	89,600	88,200	89,600			
31 Sacramento Advocate	84,000	84,000	84,000			
32 Attorney Fees	59,400	36,000	48,000			
33 Audit & Accounting	62,000	74,000	75,000			
34 Other Contract Services	17,400	-	60,000			
35 Total Contract and Professional Services	312,400	282,200	356,600			
36						
37 Other General & Administrative Expenses						
38 Standard Business Travel /Mileage	50,000	42,000	35,000			
39 Conferences/Seminars/Summits			15,000			
40 Technical Support and Maintenance	5,100	4,600	5,600			
41 Non-capitalized Office Equipment	8,000	5,000	5,000			
42 Insurance	13,000	11,700	14,000			
43 Office Expenses / Operating Supplies		100				
44 Office Expenses / Operating Supplies		2,200				
45 Office -Operating Supplies	8,700	5,000	5,400			
46 Office - Licenses and User Fees	5,400	4,800	5,400			
47 Operating Expenses / County Charges	5,400	9,000	6,000			
48 Offsite Meetings Support and Usage	3,600	3,600	3,600			
49 Dues & Subscriptions	10,000	8,600	10,000			
50 Interest Expense	1,500	1,300	-			
51 Rent	18,000	14,400	17,400			
52 Utilities	6,000	4,200	4,000			
53 Total Other General & Administrative Expenses	134,700	116,500	126,400			
54						
55 <b>TOTAL SSA ADMINISTRATION</b>	800,000	750,499	848,569			
56						
57 <b>GRANT EXPENSES</b>						
58 Department of Water Resources-North Lake Demonstration				1,976,000	-	-
59 Bureau of Reclamation-Desert Shores Revitalization				744,000	-	-
60 Reimbursement to General Fund				30,000	-	-
61						
62 <b>TOTAL GRANT EXPENSES</b>	-	-	-	2,750,000	-	-
63						
64 <b>TOTAL EXPENSES</b>	800,000	750,499	848,569	2,750,000	-	-
65						
66 <b>NET REVENUE / (EXPENSES)</b>	\$ 50,000	\$ 89,501	\$ 530,731	\$ -	\$ -	\$ -

Net of Partner and Stakeholder Support **\$ 5,731**

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# Memorandum

**To:** Salton Sea Authority Board of Directors  
**From:** G. Patrick O'Dowd, Executive Director /GM  
**Date:** May 23, 2025

**Re: Feasibility Study USACE Funding**

Working with the US Army Corps of Engineers and the State team on the Salton Sea Imperial Streams and Tributaries Feasibility Study, CA, an additional "capability" of \$1.76 million was identified for work to be performed in 2026. To meet that financial requirement, we submitted appropriations requests through our delegation in both the Senate and the House.

The attached resolution is in the furtherance of that important request.

**Recommendation:**

Approve Resolution as presented.

SALTON SEA AUTHORITY  
RESOLUTION NO. XX

RESOLUTION OF THE SALTON SEA AUTHORITY IN SUPPORT OF THE U.S. ARMY  
CORPS OF ENGINEERS SALTON SEA IMPERIAL STREAMS FEASIBILITY STUDY

WHEREAS, the Salton Sea Authority (Authority) is a joint powers authority established in 1993 under California law for the purpose of developing local consensus and support for efforts to revitalize the Salton Sea, with membership comprised of the Imperial Irrigation District (IID), Coachella Valley Water District (CVWD), Riverside and Imperial Counties, and the Torres Martinez Desert Cahuilla Indians;

WHEREAS, since the early 2000s inflows to the Salton Sea have been decreasing due to drought, urbanization, reduced inflows from Mexico, variability in cropping patterns and water conservation and transfer programs, and other factors;

WHEREAS, the resulting declining Sea inflows have led to the exposure of roughly 30,000 acres of Salton Sea playa, leading to significant environmental and public health concerns, particularly regarding asthma and respiratory diseases;

WHEREAS, the State of California, is legally obligated to undertake Salton Sea restoration, with the California Natural Resources Agency (CNRA) designated to lead this effort;

WHEREAS the California State Water Resources Control Board (Water Board) issued a stipulated revised order in 2017 requiring CNRA's Salton Sea Management Program (SSMP) to include restoration milestones to address public health and environmental concerns at the Salton Sea, including the development of 14,200 acres of projects, with at least half of this acreage to provide habitat benefits, by the end of 2024;

WHEREAS, the SSMP is making progress on meeting its project acreage milestones but has yet to meet an annual requirement as required by the Water Board order;

WHEREAS, because drought has continued to affect the Colorado River Basin the Authority directed the development of a federal funding strategy to address potential future Salton Sea impacts;

WHEREAS, the Authority, working with the California Congressional delegation, secured federal legislation and administrative approvals providing the State with access to U.S. Department of Agriculture and Environmental Protection Agency funding for projects at the Sea;

WHEREAS, the Authority supported efforts to secure a \$4 billion in Inflation Reduction Act of 2022 funds for the Department of the Interior (Interior) to address western drought, securing language that would allow funds to be used for ecosystem and habitat restoration projects such as the Salton Sea;

WHEREAS, the Imperial Irrigation District negotiated with federal authorities and the State to designate \$250 million from the \$4 billion drought funding to accelerate SSMP projects, including the Species Conservation Habitat project, if additional conservation programs were implemented by IID and CVWD to protect critical reservoir elevations at Lake Mead;

WHEREAS, the Authority worked with the California Congressional delegation to secure Water Resources Development Act (WRDA) authorization for the Corps Salton Sea Imperial Streams Feasibility Study (Corps Salton Sea study), signed into law by President Trump, one of only three new studies authorized by Congress in WRDA 2020;

WHEREAS, upon completion, Salton Sea projects evaluated in the Corps study will be eligible for 65% federal funding cost-share once completed, likely by 2027;

WHEREAS, the Authority worked with the California Congressional delegation to secure FY21 federal appropriations to launch the study, and secured federal legislation in 2023 to enable the Corps to increase its investment in the Salton Sea study, resulting in the addition of \$3.8 million in federal funds – the largest federal investment for any study in that year;

WHEREAS, after securing the Corps Salton Sea study, the Authority worked with the State to secure its support for the work, harmonizing the Corps study with the State's processes;

WHEREAS, the Authority led the advocacy effort to secure Corps administrative approval to expand the study to comprise the entire Salton Sea Basin and to advance the development of two early implementation projects for the Alamo and Whitewater Rivers;

WHEREAS, the Authority is currently advocating for additional federal resources for the Corps Salton Sea study, working closely with the California Congressional delegation and the Corps of Engineers, as well as working towards WRDA 2026 legislation to advance policies needed to improve project implementation;

WHEREAS, the Authority is representing local interests as required by Congress to advance federal appropriations for the Corps Salton Sea study;

WHEREAS, significant Congressional engagement will be required to secure the approval of the Corps project alternative by Congress and federal appropriations for project construction.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of the Salton Sea Authority strongly supports the development and full funding of the U.S. Army Corps of Engineers Salton Sea Imperial Streams Feasibility Study and the leadership of the Authority in that effort as a joint local sponsor of this study.

## **Proposition 4 (Climate Bond) Update – Salton Sea Spending Plan**

### **Actions Taken in past 6 weeks:**

- Several discussions with CNRA Staff
- Development of an alternative funding plan (Matrix) which allocated \$3 million to the Authority
- Outreach to Senate and Assembly Budget members and consultants
- Outreach to Senator Padilla and Assemblymember Gonzalez
- Review of the Governor’s May Revise and Prop 4 Spending Plan
- Testify in Budget Committee urging inclusion of the Authority in final state plan.

### **Key Dates**

- June 15 – Budget Must be Passed by Legislature (“Skinny Budget)
- July 1 – State Fiscal Year Begins
- July 18 – Legislature Summer Recess
- August 18 – Legislature reconvenes
- September 12 – End of 2025 Session

### **Administration’s Spending Plan**

#### **Public Resources Code Section 91033(b):**

*(b) Of the funds made available by subdivision (a), ten million dollars (\$10,000,000) shall be available for either of the following:*

- (1) The creation of the Salton Sea Conservancy.*
- (2) The Salton Sea Authority.*

#### **The May Revision includes various augmentations related to the Salton Sea including:**

#### **Chaptered Legislation: Salton Sea Conservancy (SB 583)**

- Includes 15 permanent positions, \$9.9 million Proposition 4, and ongoing Salton Sea Lithium Fund (SSLF) for the establishment and operation of the Salton Sea Conservancy. Specifically, this request consists of \$1.6 million Prop 4 and 4 positions in 2025-26; \$3.2 million Prop 4 and 6 positions in 2026-27; \$3.9 Prop 4 and 4 positions in 2027-28; \$1.2 million Prop 4, \$2.8 million SSLF, and 1 position in 2028-29; and \$3.1 million SSLF in 2029-2030 and ongoing.

#### **Department of Water Resources, High Priority Project Funding for Salton Sea Restoration Projects**

- Includes a total of \$178 million of Federal Trust Fund Authority for fiscal years (FY) 2025-2029 from the Department of Interior’s funding in the Inflation Reduction Act for aquatic and wetland habitat projects required on the Water Board's Stipulated Order 2017-0134; also provides \$11 million of State Reimbursement Authority for 2025-26.
- Under the Governor’s Cap-and-Invest proposal, the Administration proposes to cut all previously appropriated discretionary funding, and instead uses those funds to pay for CalFire operations. One of the previous appropriations in the budget year that would be reduced is \$3 million for Salton Sea restoration activities.
- Complete CNRA Budget Change Proposal **Attached**

**Alternative Proposal presented by the Authority:**

ENTITY	INTENDED USES OF FUNDING
Salton Sea Authority	<p><b>Multi-benefit uses of funding by the Salton Sea Authority, include:</b></p> <p><b>(1) Supporting the Salton Sea Conservancy:</b> The Salton Sea Authority is the statutorily-designated local government entity in the region that advocates for and implements restoration and economic revitalization projects at the Salton Sea in partnership with the State and federal government. The Authority secured and is implementing the most significant federal funding partnership at the Sea with the U.S. Army Corps of Engineers (Corps) that will deliver near and long-term management projects at a 65% federal cost share. The Authority’s continued advocacy efforts will be critical to the project’s success as Congress requires local entity support as a condition to future federal appropriations for this work. Given the Conservancy’s distinct role to operate and maintain completed Salton Sea Management Plan (SSMP) projects and own SSMP lands, and its potential role in managing completed Corps projects, there is considerable support and technical assistance that the Authority is best positioned to provide. This work includes providing assistance in standing-up the Conservancy over its initial phases; engaging regional, state, and federal partners to facilitate the Conservancy’s early-stage efforts; and facilitating ongoing engagement with partners throughout the region to ensure that local community buy in for this work is secured.</p> <p><b>(2) Implementing Conservancy Activities:</b> The Authority is well-positioned to be an implementer of Conservancy activities</p>

	<p>given its long and successful history of facilitating communication and partnerships throughout the Salton Sea region and its ability to be nimble in undertaking specific tasks, activities, programs, and projects. As the soon-to-be second largest state conservancy, the Salton Sea Conservancy will play a critical role in catalyzing conversations in and around the Sea, but the Authority can provide seamless real-time, on-the-ground facilitation of project and program implementation as a result of its historical engagements and its reputation as an agile entity that can get projects done.</p> <p><b>(3) Facilitating the U.S. Army Corps of Engineers Federal Feasibility Study:</b> The Authority has led federal advocacy efforts to secure major federal financial investment in Salton Sea restoration most notably by securing federal legislation authorizing the study (2020) and several federal funding measures to advance it (2021, 2024). In 2022, after the Authority secured the study and the initial funding for it, the Authority worked to bring the State on board with the project as a joint local sponsor of it with the Authority. The Authority secured authorization from the Corps in 2024 to expand this work to ensure all communities surrounding the Sea benefit from the project. This work will result in federally funded restoration projects at the Salton Sea at a 65% federal cost-share, diminishing the State’s fiscal burdens for long-term Salton Sea management. The Authority’s leadership in outreach, education and advocacy is required to ensure this work addresses local concerns, has local buy-in, and continues to be funded at the federal level. In particular, local support is required by Congress as a condition to secure additional federal appropriations for this work.</p> <p>In addition, ongoing engagement by the Authority will include working with the Corps study team and subject matter experts in the fields of hydrology, biology, agriculture, and water and land use policy to develop a hydrologic model of the Sea to guide the development of near-term and long-term projects to be cost-shared by the federal government. With its well-established local relationships, Authority will lead local outreach and communications on the study and ensure that local voices guide the development of projects and have local community buy-in.</p>
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	<p><b>(4) Supplemental funding for the North Lake Pilot Demonstration Project* (originally initiated under Proposition 68):</b> This funding will continue efforts to construct an approximately 156-acre lake at the North end of the Salton Sea to create shallow and deep-water habitats for fish and birds. The Authority’s unique relationships and outreach abilities within Riverside County (an Authority member agency) help uniquely position the Authority to bring partnerships together to restore and manage the habitat for fish and wildlife, control dust for public health protection, and provide recreational opportunities to facilitate economic revitalization.</p> <p><b>(5) Completion of the Desert Shores Channel Restoration Project:</b> This funding will support habitat restoration and dust suppression by refilling the five southernmost boat channels in the Desert Shores Marina. Working in partnership with Imperial County (an Authority member agency) and closely aligned with community stakeholders, the Authority has actively created and engaged in partnership development between local, state, and federal agencies for active restoration work and infusion of funding, including the initial \$1.25 million grant from USBR to move this project forward.</p> <p><b>(6) Leveraging opportunities for improved economic development and revitalization.</b> This funding will further the Authority’s ongoing engagement and activities around the planning, analyzing, and implementing of focused opportunities to support and promote economic activities that could be useful in funding Conservancy actions related to environmental protection and restoration of the Sea. The Authority’s engagement and involvement in partnerships to facilitate expanded North Lake recreation, tourism, and natural resources activities (lithium) would be valuable in providing economic investment opportunities to further advance the goals and objectives in and around the Salton Sea.</p> <p>Given the delineation of roles and tasks, and the value that the Authority delivers in particular to the development and implementation of a federal funding strategy that will greatly increase federal investment at the Salton Sea and reduce State funding burdens, as well as the North Lake and Desert Shores projects, the following reflects an equitable distribution of the Proposition 4 allocation pursuant to Section 91033(b) between</p>
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	<p>the Authority and the Conservancy over the next 2-3 year time period:</p> <p><b>\$3 M allocation to Salton Sea Authority:</b></p> <ul style="list-style-type: none"> <li>• <b>\$1M each for use in supplementing funding for the North Lake Pilot Demonstration Project and for completion of the Desert Shores Channel Restoration Project (Total \$2M allocation<sup>1</sup>)</b></li> <li>• <b>\$1M for the Authority’s ongoing work relative to the federal feasibility study<sup>2</sup>, support of the Salton Sea Conservancy, and implementation of Conservancy activities</b></li> </ul>
	<b>INTENDED USES OF FUNDING</b>
<b>Salton Sea Conservancy</b>	<p><b>Start-up costs for the initial steps toward creation of the Conservancy.</b> Most recent state conservancy created is the Delta Conservancy in 2009 – start-up costs were in the range of \$1.3 million. Given cost-of-living adjustments and escalation, it is conceivable that start-up costs for a new conservancy in 2025 would be in the range of \$3-4 million</p>

1. Based on timing and adequacy of need – other potential uses as determined by the Authority Board could include community stakeholder planning efforts, including proposed local trail systems and other community amenities, for example
2. These funds may be creditable to the local sponsor’s 50% matching commitment under the Imperial Steams Salton Sea and Tributaries Feasibility Study



# PROPOSED ALLOCATION OF PROPOSITION 4 SALTON SEA FUNDING

**Public Resources Code Section 91033(b):**

*(b) Of the funds made available by subdivision (a), ten million dollars (\$10,000,000) shall be available for either of the following:*

- (1) The creation of the Salton Sea Conservancy.*
- (2) The Salton Sea Authority.*

ENTITY	INTENDED USES OF FUNDING
Salton Sea Authority	<p><b>Multi-benefit uses of funding by the Salton Sea Authority, include:</b></p> <p><b>(1) Supporting the Salton Sea Conservancy:</b> The Salton Sea Authority is the statutorily-designated local government entity in the region that advocates for and implements restoration and economic revitalization projects at the Salton Sea in partnership with the State and federal government. The Authority secured and is implementing the most significant federal funding partnership at the Sea with the U.S. Army Corps of Engineers (Corps) that will deliver near and long-term management projects at a 65% federal cost share. The Authority’s continued advocacy efforts will be critical to the project’s success as Congress requires local entity support as a condition to future federal appropriations for this work. Given the Conservancy’s distinct role to operate and maintain completed Salton Sea Management Plan (SSMP) projects and own SSMP lands, and its potential role in managing completed Corps projects, there is considerable support and technical assistance that the Authority is best positioned to provide. This work includes providing assistance in standing-up the Conservancy over its initial phases; engaging regional, state, and federal partners to facilitate the Conservancy’s early-stage efforts; and facilitating ongoing engagement with partners throughout the region to ensure that local community buy in for this work is secured.</p> <p><b>(2) Implementing Conservancy Activities:</b> The Authority is well-positioned to be an implementer of Conservancy activities given its long and successful history of facilitating communication and partnerships throughout the Salton Sea region and its ability to be nimble in undertaking specific tasks, activities, programs, and projects. As the soon-to-be second largest state conservancy, the Salton Sea Conservancy will play a critical role in catalyzing conversations in and around the Sea, but the Authority</p>

can provide seamless real-time, on-the-ground facilitation of project and program implementation as a result of its historical engagements and its reputation as an agile entity that can get projects done.

**(3) Facilitating the U.S. Army Corps of Engineers Federal Feasibility Study:** The Authority has led federal advocacy efforts to secure major federal financial investment in Salton Sea restoration most notably by securing federal legislation authorizing the study (2020) and several federal funding measures to advance it (2021, 2024). In 2022, after the Authority secured the study and the initial funding for it, the Authority worked to bring the State on board with the project as a joint local sponsor of it with the Authority. The Authority secured authorization from the Corps in 2024 to expand this work to ensure all communities surrounding the Sea benefit from the project. This work will result in federally funded restoration projects at the Salton Sea at a 65% federal cost-share, diminishing the State's fiscal burdens for long-term Salton Sea management. The Authority's leadership in outreach, education and advocacy is required to ensure this work addresses local concerns, has local buy-in, and continues to be funded at the federal level. In particular, local support is required by Congress as a condition to secure additional federal appropriations for this work.

In addition, ongoing engagement by the Authority will include working with the Corps study team and subject matter experts in the fields of hydrology, biology, agriculture, and water and land use policy to develop a hydrologic model of the Sea to guide the development of near-term and long-term projects to be cost-shared by the federal government. With its well-established local relationships, Authority will lead local outreach and communications on the study and ensure that local voices guide the development of projects and have local community buy-in.

**(4) Supplemental funding for the North Lake Pilot Demonstration Project\* (originally initiated under Proposition 68):** This funding will continue efforts to construct an approximately 156-acre lake at the North end of the Salton Sea to create shallow and deep-water habitats for fish and birds. The Authority's unique relationships and outreach abilities within Riverside County (an Authority member agency) help uniquely position the Authority to bring partnerships together to restore and manage the habitat for fish and wildlife, control dust for public health protection, and provide recreational opportunities to facilitate economic revitalization.

**(5) Completion of the Desert Shores Channel Restoration Project:** This funding will support habitat restoration and dust suppression by refilling the five southernmost boat channels in the Desert Shores Marina. Working in partnership with Imperial County (an Authority member agency) and closely aligned

	<p>with community stakeholders, the Authority has actively created and engaged in partnership development between local, state, and federal agencies for active restoration work and infusion of funding, including the initial \$1.25 million grant from USBR to move this project forward.</p> <p><b>(6) Leveraging opportunities for improved economic development and revitalization.</b> This funding will further the Authority’s ongoing engagement and activities around the planning, analyzing, and implementing of focused opportunities to support and promote economic activities that could be useful in funding Conservancy actions related to environmental protection and restoration of the Sea. The Authority’s engagement and involvement in partnerships to facilitate expanded North Lake recreation, tourism, and natural resources activities (lithium) would be valuable in providing economic investment opportunities to further advance the goals and objectives in and around the Salton Sea.</p> <p>Given the delineation of roles and tasks, and the value that the Authority delivers in particular to the development and implementation of a federal funding strategy that will greatly increase federal investment at the Salton Sea and reduce State funding burdens, as well as the North Lake and Desert Shores projects, the following reflects an equitable distribution of the Proposition 4 allocation pursuant to Section 91033(b) between the Authority and the Conservancy over the next 2-3 year time period:</p> <p><b>\$3 M allocation to Salton Sea Authority:</b></p> <ul style="list-style-type: none"> <li>• <b>\$1M each for use in supplementing funding for the North Lake Pilot Demonstration Project and for completion of the Desert Shores Channel Restoration Project (Total \$2M allocation<sup>1</sup>)</b></li> <li>• <b>\$1M for the Authority’s ongoing work relative to the federal feasibility study<sup>2</sup>, support of the Salton Sea Conservancy, and implementation of Conservancy activities</b></li> </ul>
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2. These funds may be creditable to the local sponsor’s 50% matching commitment under the Imperial Steams Salton Sea and Tributaries Feasibility Study

STATE OF CALIFORNIA  
Budget Change Proposal - Cover Sheet  
DF-46 (REV 07/23)

<b>Fiscal Year</b> 2025-26	<b>Business Unit Number</b> 0540	<b>Department</b> California Natural Resources Agency
<b>Hyperion Budget Request Name</b> 0540-013-BCP-2025-GB		<b>Relevant Program or Subprogram</b> 2970 – Salton Sea Conservancy

**Budget Request Title**  
Chaptered Legislation: Salton Sea Conservancy (SB 583)

**Budget Request Summary**

Chapter 771, Statutes of 2024 (SB 583) creates a new Salton Sea Conservancy (Conservancy) within the California Natural Resources Agency (CNRA) and the Climate Bond (Proposition 4) allocates up to \$10 million for its creation. The Salton Sea Conservancy, through the California Natural Resources Agency, requests 15 permanent positions, \$9,925,000 Proposition 4, and ongoing Salton Sea Lithium Fund (SSLF) for the establishment and operation of the Salton Sea Conservancy. Specifically, this request consists of \$1,638,000 Prop 4 and 4 positions in 2025-26; \$3,224,000 Prop 4 and 6 positions in 2026-27; \$3,850,000 Prop 4 and 4 positions in 2027-28; \$1,213,000 Prop 4, \$2,778,000 SSLF, and 1 position in 2028-29; and \$3,144,000 SSLF in 2029-2030 and ongoing. This budget request is needed for initial start-up costs over the first four fiscal years of the new Conservancy to meet its legislative mandates starting in 2025-26. Once established, the Conservancy will need to complete updated workforce planning and budgeting to assess the need for additional organizational capacity and funding to meet future workload demands as the SSMP reaches its 29,800 acres of completed projects, as required by the State Water Resources Control Board Order 2017-0134.

<b>Requires Legislation (submit required legislation with the BCP)</b> <input type="checkbox"/> Trailer Bill Language <input type="checkbox"/> Budget Bill Language <input checked="" type="checkbox"/> N/A	<b>Code Section(s) to be Added/Amended/Repealed</b> Click or tap here to enter text.	
<b>Does this BCP contain information technology (IT) components?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, departmental Chief Information Officer must sign.</i>	<b>Department CIO</b> Click or tap here to enter text.	<b>Date</b> Click or tap to enter a date.

**For IT requests, specify the project number, the most recent project approval document (FSR, SPR, S1BA, S2AA, S3SD, S4PRA), the approval date, and the total project cost.**

**Project No.** Click or tap here to enter text. **Project Approval Document:** Click or tap here to enter text.

**Approval Date:** Click or tap to enter a date. **Total Project Cost:** Click or tap here to enter text.

**If proposal affects another department, does other department concur with proposal?** ☒ Yes ☐ No  
*Attach comments of affected department, signed and dated by the department director or designee.*

<b>Prepared By</b> Joe Shea	<b>Date</b> Click or tap to enter a date.	<b>Reviewed By</b> Samantha Arthur	<b>Date</b> Click or tap to enter a date.
<b>Department Director</b> Click or tap here to enter text.	<b>Date</b> Click or tap to enter a date.	<b>Agency Secretary</b> Bryan Cash	<b>Date</b> Click or tap to enter a date.

**Department of Finance Use Only**

**Additional Review:** ☐ Capital Outlay ☐ ITCU ☐ FSCU ☐ OSAE ☐ Dept. of Technology

**Principal Program Budget Analyst**

Andrew Hull

**Date submitted to the Legislature**

5/14/2025

## A. Problem Statement

Senate Bill 583 creates the Salton Sea Conservancy within the Natural Resources Agency (CNRA) to operate, maintain, and manage projects that are planned or built under the authority of the Salton Sea Management Program (SSMP). The provisions of this bill have been effectuated by the passage of the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 (Proposition 4) in the November 5, 2024, statewide general election.

The SSMP is building 29,800 acres of restoration projects at the Salton Sea under State Water Board Order 2017-0134. As projects are completed, the SSMP needs to transition the operation and maintenance of these projects to the Conservancy. Funding and staffing are needed to: 1) establish and support a 15-member public board; 2) operate and manage completed projects that are planned or built under the authority of the SSMP; 3) lease office space and maintenance facilities; 4) purchase supplies, vehicles, and equipment; 5) execute service agreements and contracts; 6) acquire, hold, and manage land and property rights, including access and water rights agreements for completed restoration projects; and 7) set up and administer a public relations and outreach program specific to the conservancy's O&M and property rights responsibilities.

NOTE: the following section is left blank because the Salton Sea Conservancy is new and therefore does not have a resource history.

### Resource History (Dollars in thousands)

Program Budget	PY - 4	PY - 3	PY - 2	PY-1	PY	CY
Authorized Expenditures	-	-	-	-	-	-
Actual Expenditures	-	-	-	-	-	-
Revenues	-	-	-	-	-	-
Authorized Positions	-	-	-	-	-	-
Filled Positions	-	-	-	-	-	-
Vacancies	-	-	-	-	-	-

### Workload History (only include workload measures relevant to the request for resources.)

Workload Measure	PY - 4	PY - 3	PY - 2	PY-1	PY	CY
e.g., Applications Received, Applications Processed, Call Volume, Site Visits, Audits, Stakeholder Meetings, Hearings, etc.	-	-	-	-	-	-

## **B. Justification**

SB 583 required the creation of the Salton Sea Conservancy contingent on the now-passed Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 (Chapter 83, Statutes of 2024) by the voters on November 5, 2024. SB 583 establishes the Salton Sea Conservancy within the Natural Resources Agency for the specified purposes related to the Salton Sea region of 1) operating, maintaining, and managing projects, as they are completed, that are planned or built under the authority of the SSMP to fulfill the state's obligations as detailed in State Water Resources Control Board Order WR 2017-0134 and 2) to acquire, hold, and manage land and property rights, including easements and water rights, within the Salton Sea Region after restoration or mitigation projects are built.

SB 583 also requires, by January 2026, the Conservancy to be governed by a board of directors composed of designated membership, including certain members appointed by certain local agencies. Moreover, the Conservancy shall also carry out programs, projects, and activities to further the Conservancy's purposes and may include any one, any combination, or all of the following: 1) Expending funds and loans to develop and implement programs and projects that are designed to further the Conservancy's purposes; 2) Engaging community members and stakeholders and 3) Identifying and working to resolve any barriers or impediments to the Conservancy's progress, including capacity or organizational deficiencies. In order to effectuate the Conservancy's legislative mandate in an efficient and effective manner, the resources and timing of those resources as described herein will be required for the creation and operation of the new Conservancy.

## **C. Departmentwide and Statewide Considerations**

The Salton Sea Conservancy will fill an identified gap in state activities at the Salton Sea by operating and maintaining restoration projects completed by the state Salton Sea Management Program. The SSMP is restoring 29,800 acres at the Salton Sea under the Phase I - 10 Year Plan and required by State Water Board Order 2017-0134. Significant state capital is invested in these projects and ongoing management is required to protect state investments, ensure habitat and air quality objectives continue to be met, and maintain compliance with permits and land access agreements. CNRA will help facilitate ongoing coordination between CNRA, DWR, CDFW, and the Salton Sea Conservancy.

The Salton Sea Conservancy will advance the State's goal to protect 30 percent of lands and waters by 2030 (30x30 Executive Order N-82-20) by managing restoration projects that advance biodiversity at the Salton Sea.

## **D. Outcomes and Accountability**

The following outcomes are projected with resources in this BCP.

### **Projected Outcomes**

<b>Workload Measure</b>	<b>CY</b>	<b>BY</b>	<b>BY+1</b>	<b>BY+2</b>	<b>BY+3</b>	<b>BY+4</b>
Public board		Stand up 15-member public board, including Administration appointments Begin quarterly meetings in 2026.  Draft and finalize conservancy bylaws and governing documents	Quarterly board meetings  Collaborate with SSMP on Draft O&M plan to guide transition of completed projects to O&M at the conservancy	Quarterly board meetings	Quarterly board meetings	Quarterly board meetings
Operations, maintenance, and management of completed restoration projects		Execute MOU or adaptive management plan with DWR and CDFW and operate and maintain acreage as completed	Contract project maintenance and monitoring for additional completed acreage	Contract project maintenance and monitoring for additional completed acreage	Contract project maintenance and monitoring for additional completed acreage	Contract project maintenance and monitoring for additional completed acreage
Acquire, hold, and manage land and property rights, including easements and water rights		Develop land access and water rights agreement templates. Coordinate with SSMP and landowners to transition property rights to the Conservancy for completed acreage	Acquire, hold, and manage land and property rights, including developing access and water rights agreements for completed acreage	Acquire, hold, and manage land and property rights, including developing access and water rights agreements for completed acreage	Acquire, hold, and manage land and property rights, including developing access and water rights agreements for completed acreage	Acquire, hold, and manage land and property rights, including developing access and water rights agreements for completed acreage
Facilities and Equipment		Secure an office location while working remotely and two maintenance yards for the storage of equipment and vehicles at the North and South ends of the Sea; Begin to order vehicles and equipment for staffing. Execute lease agreements	Establish and administer office and two maintenance yards in the Salton Sea Region	Administer office and two maintenance yards in the Salton Sea Region	Administer office and two maintenance yards in the Salton Sea Region	Administer office and two maintenance yards in the Salton Sea Region



Supplies, vehicles and equipment and administration thereof		Procure supplies and office equipment for employees working remotely while Conservancy office is established. Begin to place orders for vehicles and field equipment.	Procure supplies and office equipment for new Conservancy office. Order next set of vehicles and field equipment. Administer vehicle and equipment pool.	Procure supplies and office equipment as needed basis. Order remaining vehicles and field equipment. Administer vehicle and equipment pool.	Procure supplies and office equipment as needed basis. Order remaining vehicles and field equipment. Administer vehicle and equipment pool.	Procure supplies and office equipment as needed basis. Order remaining vehicles and field equipment. Administer vehicle and equipment pool.
Service Agreements and Contracts		Develop, execute and administer service agreements and contracts identified in the Operating and Equipment Section of this BCP.	Administer service agreements and contracts identified in the Operating and Equipment Section of this BCP.	Administer service agreements and contracts identified in the Operating and Equipment Section of this BCP.	Administer service agreements and contracts identified in the Operating and Equipment Section of this BCP.	Administer service agreements and contracts identified in the Operating and Equipment Section of this BCP.

## E. Implementation Plan -

A workforce planning effort was undertaken to identify and analyze workload demands and workforce needs for the Conservancy to effectively and efficiently carry out its legislative mandate over the next four fiscal years. This led to the development of a Staffing Plan (Exhibit 1) that identified organizational divisions, position classifications, position locations and roles and responsibilities of each position to carry out the Conservancy's mission. Additionally, this planning effort consisted of reviewing and analyzing staffing comparisons of land management entities performing similar operation and maintenance work on restoration projects to that anticipated for the Conservancy. Four land management entities were evaluated, including: 1) the California Department of Fish and Wildlife (CDFW) Imperial Wildlife Management Area which manages 7,900 acres with approximately ten employees at a staff-to-acre ratio of 1:718 acres; 2) the South Bay Salt Pond Restoration Project managed by CDFW and the U.S. Fish and Wildlife Service which manages 15,100 acres with fifty employees at a staff-to-acre ratio of 1:302 acres; 3) the Sonny Bono Salton Sea National Wildlife Refuge managed by the U.S. Fish and Wildlife Service which manages 5,835 acres with twenty-two employees at a staff-to-acre ratio of 1:265 acres; and 4) the Owens Lake Dust Mitigation Program managed by Los Angeles Department of Water and Power which manages 31,000 acres with ninety-seven employees at a staff-to-acre ratio of 1:320 acres.

An organizational chart was also prepared as a visual representation of the organization's hierarchy and structure to clarify roles and responsibilities and identify relationships (Exhibit 2). In addition, a staffing plan hiring approach was developed based on key workload demands and priorities that are expected to occur during each of the fiscal years addressed in this BCP. Key workload demands such as establishing the 15-member governing board by January 1, 2026, or amounts of completed projects transitioned to the Conservancy for operation and management drove the hiring sequence and timing of positions to meet those workload demands. Additional details on positions, organizational structure, and timeline for hiring and filling positions, including the staffing plan hiring approach to meet workload demands is discussed below.

## **Positions and Organizational Structure:**

The proposal requests position authority and Proposition 4 funding for 15 permanent positions to be phased in over 2025-26, 2026-27, 2027-28 and 2028-29. Four permanent positions are requested in 2025-26, which includes three leadership positions and one managerial operation and maintenance position. In 2026-27, six permanent positions are requested for administrative and operation and maintenance support. In 2027-28, four permanent positions are requested for administrative and operation and maintenance support. In 2028-29 one permanent position is requested for operation and maintenance support.

The Executive Officer will serve as the chief executive officer of the Conservancy and oversee all aspects of the Conservancy's functioning as a state agency within the Salton Sea region. The Executive Officer supervises three direct reports, including an Environmental Program Manager I (Supervisor), Attorney IV, and a Staff Services Manager I. The organizational structure of the Conservancy is grouped into two major divisions based on business activities including the Administrative Division and the Operation and Maintenance Division. The Administrative Division is comprised of leadership, legal, administrative and public relations support staff. This division is responsible for creating policy, directing programs, supporting administrative functions and public relations of the Conservancy. The Operations and Maintenance Division is comprised of scientists, engineers, habitat managers and technicians. This division is responsible for the operation, maintenance, and management of constructed restoration projects that are planned or built under the authority of the SSMP to fulfill the state's obligations as detailed in State Water Resources Control Board Order WR 2017-0134.

The Administrative Division consists of two leadership positions and two support staff. The first leadership position consists of an Attorney IV. The Attorney IV reports to the Executive Officer and serves as legal counsel to the Conservancy. This position leads and facilitates coordination of all Conservancy legal matters including complex legal tasks such as real estate purchases and access agreements, water rights agreements, funding agreements, providing expert legal advice with litigation strategy, and serves as legal counsel to advise the Executive Officer and Conservancy's Governing Board during public meetings.

The Staff Services Manager I reports to the Executive Officer, leads the administrative and public relations programs, and supervises two direct reports, including an Associate Governmental Program Analyst and a Staff Services Analyst. This position performs and directs the conservancy's most difficult or sensitive administrative work involving fiscal, management, and staff services functions including personnel, budget, management analysis, administrative services, program evaluation and planning, and policy analysis and formulation. In addition, the Staff Services Manager I leads and coordinates the conservancy's public relations program through outreach and engagement with the public and Salton Sea partners on the conservancy's O&M responsibilities.

The Associate Governmental Program Analyst reports to the Staff Services Manager I and performs the more responsible, varied, and complex technical analytical staff services assignments such as program evaluation and planning; policy analysis; systems development; budgeting, planning, management, and personnel analysis and administration; preparation and administration of contracts and agreements, and provides consultative services and support to the conservancy's governing Board, Executive Officer, management and staff. The Staff Services Analyst reports to the Staff Services Manager I and serves as the executive assistant to the Executive Officer. This position assists with preparation and distribution of agendas, minutes, and agenda materials for Governing Board meetings. The Staff Services Analysts also assists with coordination and scheduling, responds to public complaints and inquiries and provides administrative support including processing invoices, establishing accounts, processing travel authorizations and claims and managing office supplies and equipment. In addition, the Staff Services Analyst assists with the administration of contracts and agreements, and provides budgeting support.

The Operation and Maintenance Division consists of one leadership position, two advance journey science and engineering positions, one habitat supervisor, and six operation and maintenance support staff,. The Environmental Program Manager I (Supervisor) reports to the Executive Officer and leads and supervises three direct reports, including a Senior Environmental Scientist (Specialist), Senior Water Resources Engineer, and a Wildlife Habitat Supervisor II. This position leads and administers the conservancy's Operation and Maintenance Division and provides high-level administration, coordination and execution of the division's operation, maintenance, and management responsibilities for completed projects. The Environmental Program Manager I is responsible for managing budgets, resources, and supervision of staff assigned to the division.

The Senior Environmental Scientist (Specialist) reports to the Environmental Program Manager I (Supervisor) and serves as lead scientist for the conservancy's Operation and Maintenance Division. This position facilitates coordination between the Salton Sea Management Program Integrated Science Team and the Conservancy's Operation and Maintenance Division to accomplish a broad range of complex science related tasks such as: implementing surveys and data collection efforts by Conservancy staff to support monitoring, science and data needed to evaluate project objectives; coordinating and advising to ensure activities are being implemented to achieve and meet established performance metrics, monitoring plans, and recommendations for adaptive management; leading coordination efforts to support adherence to permits and other regulatory requirements when conducting O&M activities; and coordinating with Conservancy staff and management, preparing reports, making presentations and interpreting scientific information.

The Senior Water Resources Engineer reports to the Environmental Program Manager I (Supervisor) and provides engineering and monitoring support required for operating and maintaining completed restoration projects. This position will collaborate with the SSMP to operate, and co-monitor complex habitat management computerized systems, such as SCADA. The Senior Water Resources Engineer will assist in developing procurement and administration of service maintenance contracts needed to support O&M operations.

The Wildlife Habitat Supervisor II reports to the Environmental Program Manager I (Supervisor) and leads and supervises six direct reports. This position leads and assists personnel engaged in a variety of repair, construction, modification, operation, replacement, and maintenance activities, including inspections of tasks in connection with the operation and maintenance of structures and related equipment involved in managing completed restoration projects.

The Wildlife Habitat Supervisor II oversees habitat improvement and management, surveys and data collection, planning, supervision and performance of activities such as repair and maintenance of roads, water control systems, buildings, constructed habitat, levees/berms, fencing and sanitary facilities; replacing dead plants, irrigating, vegetation control and marsh management; and management of public use activities. The two Wildlife Habitat Assistants report to the Wildlife Habitat Supervisor II. Each Wildlife Habitat Assistant will lead a crew of approximately two permanent employees, consisting of 1.5 Fish and Wildlife Technicians and .5 Tractor Operator Laborer. The Wildlife Habitat Assistant will lead personnel and conduct habitat improvement, surveys and data collection, planning, and lead and perform activities such as repair, modification, replacement and maintenance of roads, water control systems, buildings, fencing and sanitary facilities; replacing dead plants, irrigating, vegetation control and marsh management; and management of public use activities.

The three Fish and Wildlife Technicians report to the Wildlife Habitat Supervisor II and will perform a variety of repair, construction, modification, operation, replacement, and maintenance activities, including inspections of tasks in connection with the operation and maintenance of structures and related equipment such as pumps, radial gates, weirs and gauging stations, levees/berms, habitat features, trucks, backhoes, loaders, cranes, graders, bulldozers, boats, and other equipment. These positions will also conduct habitat improvement; surveys and data collection; application of pesticides and herbicides; repair

and maintenance of roads, water control systems, buildings, fencing and sanitary facilities; replacing dead plants and irrigating; vegetation control and marsh management; management of public use activities; and skilled work consisting of routine repair, operation, calibration, inspection, replacement, and maintenance of equipment and instruments such as sensors and air monitors.

The Tractor Operator-Laborer reports to the Wildlife Habitat Supervisor II and will perform a variety of repair, construction, modification, operation, replacement, and maintenance activities. This position will operate bulldozers, tractors, carryalls, scrapers and graders, and other equipment in the repair and maintenance of levees, ponds, habitat features, dirt or gravel roads, leveling and preparation of land, ditching, building levees, grading, and disking. The Tractor Operator will also maintain and makes minor repairs to heavy equipment and attachments; operate and service various types of power equipment; operate engines for pumping water; and drive trucks and other vehicles in hauling supplies, and other materials and equipment. **The timeline for hiring and filling positions is anticipated as follows:**

As previously mentioned, a staffing plan hiring approach was developed based on key workload demands and priorities that are expected to occur during each of four fiscal years addressed in this BCP. These key workload demands drive the hiring sequence, number of positions filled and recruitment timing of positions to meet increasing workload demands. Key workload demand drivers include: setting up and supporting a 15-member Governing Board; acquiring, holding, and managing land and property rights, including developing access and water rights agreements for completed restoration projects; leasing and administration of office space and maintenance facilities; purchasing of supplies, vehicles and equipment and administration thereof; executing and administering service agreements and contracts; setting up and administering a public relations and outreach program; and managing acres of completed restoration projects in operation. Other factors considered in informing the timeline for hiring and filling positions include the amount of time needed to complete outreach and recruitment and training of new employees.

#### **FY 2025-26:**

##### **Key Drivers:**

- setting up and supporting a 15-member Governing Board;
- developing access and water rights agreements for completed restoration projects;
- leasing and administering office space and maintenance facilities;
- purchasing and or rental of supplies, vehicles and equipment;
- executing and administering service agreements and contracts;
- setting up and administering a public relations and outreach program;

**Hiring Approach** - CNRA will first recruit and hire the Executive Officer that will serve as the chief executive officer of the Conservancy. The Executive Officer will then lead setting up the 15-member public board while hiring three leadership positions including the Environmental Program Manager (Supervisory), Attorney IV, and a Staff Services Manager I. Once the Environmental Program Manager I (Supervisor) position is filled, the Environmental Program Manager I will assess maintenance needs and proceed with hiring operations and maintenance support in the coming years.

#### **FY 2026-27:**

##### **Key Drivers:**

- holding board meetings and supporting a 15-member Governing Board;
- acquiring, holding, and managing land and property rights, including developing access and water rights agreements for completed restoration projects;

- leasing and administering office space and maintenance facilities;
- purchasing and or rental of supplies, vehicles and equipment and administration thereof;
- executing and administering service agreements and contracts;
- administering a public relations and outreach program;

**Hiring Approach** – In the first half of FY 2026-27 the Environmental Program Manager I will fill the Senior Environmental Scientist (Specialist) and Wildlife Habitat Supervisor II positions. The Wildlife Habitat Supervisor II will fill one Wildlife Habitat Assistant position, one Fish and Wildlife Technician position, and one Tractor Operator-Laborer position. Concurrently, the Staff Service Manager I will fill the Associate Governmental Program Analyst.

#### **FY 2027-28:**

##### **Key Drivers:**

- holding board meetings and supporting a 15-member Governing Board;
- acquiring, holding, and managing land and property rights, including developing access and water rights agreements for completed restoration project;
- leasing and administering office space and maintenance facilities;
- purchasing and or rental of supplies, vehicles and equipment and administration thereof;
- administering service agreements and contracts;

**Hiring Approach** – In the first half of FY 2027-28 the Environmental Program Manager I will fill the Senior Water Resources Engineer. The Wildlife Habitat Supervisor II will fill one Wildlife Habitat Assistant position and two Fish and Wildlife Technician positions. Concurrently, the Staff Service Manager I will fill the Staff Services Analyst position. The Attorney IV position is expected to be based in Sacramento with all other positions based in the Salton Sea Region.

#### **FY 2028-29:**

##### **Key Drivers:**

- holding board meetings and supporting a 15-member Governing Board;
- acquiring, holding, and managing land and property rights, including developing access and water rights agreements for completed restoration project;
- leasing and administering office space and maintenance facilities;
- purchasing of supplies, vehicles and equipment and administration thereof;
- administering service agreements and contracts;

**Hiring Approach** – In the first half of FY 2028-29 the Wildlife Habitat Supervisor II will fill one Wildlife Habitat Assistant position. As previously mentioned, once established the Conservancy will need to complete updated workforce planning and budgeting to assess the need for additional organizational capacity and funding to meet future workload demands as the SSMP reaches its 29,800 acres of completed projects as required by the State Water Resources Control Board Order 2017-0134.

## **F. Supplemental Information (If Applicable) -**

### **Exhibit 1-Conservancy Staffing Plan**

## Salton Sea Conservancy – Administrative Division

The Program Administration Team is comprised of leadership, legal, administrative and public relations support. This team works together to create policy, direct programs, support administrative functions and public relations of the Conservancy.

Class Code	Position	Location	Position Roles and Responsibilities
	Executive Officer (CEA A)	Salton Sea	<p>Executive Officer serves as the chief executive officer of Salton Sea Conservancy (SSC), who oversees all aspects of SSC's functioning as a state agency within the Salton Sea region, including:</p> <ol style="list-style-type: none"> <li>1) Provides vision and leadership by acting as liaison with the Natural Resources Agency and other governmental agencies, nonprofit organizations, and tribes, representing SSC at public meetings and with the media, recommending draft policies and action items for consideration by the board, and executing board policies;</li> <li>2) Oversees and is responsible for the operation, maintenance, and management of completed projects that are planned or built under the authority of the Salton Sea Management Program to fulfill the state's obligations as detailed in State Water Resources Control Board Order WR 2017-0134;</li> <li>3) Oversees, coordinates, and facilitates land acquisition and management of land and property rights, including easements and water rights, within the Salton Sea region after restoration or mitigation projects are built; and</li> <li>4) Carries out programs, projects, and activities to further the conservancy's purposes, including: (a) Expending funds and loans to develop and implement programs and projects that are designed to further the conservancy's purposes; (b) Engaging community members and stakeholders; and (c) Identifying and working to resolve any barriers or impediments to the conservancy's progress, including capacity or organizational deficiencies.</li> </ol>
0756	Environmental Program Manager I (Supervisory)	Salton Sea	This position reports to the Executive Officer and provides leadership and administers the Salton Sea Conservancy's Operation and Maintenance Division. Provides high-level administration, coordination and execution of the Division's operation, maintenance, and management responsibilities for completed projects that are planned or built under the authority of the Salton Sea Management Program. Responsible for managing budgets, resources, and supervision of staff assigned to the Division. Supervises three direct permanent employees. Assists in presenting updates and progress with respect to O&M to various interested parties and partners around the Sea.
5780	Attorney IV	Sacramento or Salton Sea	This position reports to the Executive Officer and serves as legal counsel to the Salton Sea Conservancy (SSC). This position leads and facilitates coordination of all SSC legal matters. This position will be responsible for complex legal tasks including but not limited to complex real estate purchases and access agreements, water rights agreements, funding agreements; providing expert legal advice with litigation strategy; comprehensive legal support for programs and activities such as Request for Proposals (RFP), contract development, contract negotiations, review of agreements, and other complex legal actions. This position will need to lead legal and program teams through the environmental review process for various SSC programs and projects. This position will interpret rapidly evolving policies regarding usage of water from the Colorado River. This position will serve as legal counsel to advise the Executive officer and SSC Board during public Board meetings.
4800	Staff Services Manager I	Salton Sea	This position reports to the Executive Officer and works closely with SSC leadership to carry out programs, projects, and activities to further the conservancy's purposes. Leads and supervises two direct reports and performs and directs the most difficult or sensitive work involving fiscal, management, and staff services functions including personnel, budget, management analysis, administrative services, program evaluation and planning, and policy analysis and formulation. In addition, this position leads and coordinates the SSC's public relations program through outreach and engagement with the public and Salton Sea partners.
5393	Associate Governmental Program Analyst	Salton Sea	This position reports to the Staff Services Manager I and performs the more responsible, varied, and complex technical analytical staff services assignments such as program evaluation and planning; policy analysis; systems development; budgeting, planning, management, and personnel analysis and administration; preparation and administration of contracts, agreements; and provides consultative services and support to the Conservancy's governing Board, Executive Officer, management and Conservancy staff.
5157	Staff Services Analyst	Salton Sea	This position reports to the Staff Services Manager I and serves as the executive assistant to the Executive Officer. Assists with preparation and distribution of agendas, minutes, and agenda materials

			for Governing Board meetings. This position also assists with coordination and scheduling, responds to public complaints and inquiries and provides administrative support to SSC staff. Assists with processing invoices, establishing accounts, processing travel authorizations and claims and managing office supplies and equipment. Assists with the administration of contracts and agreements, and provides budgeting support.
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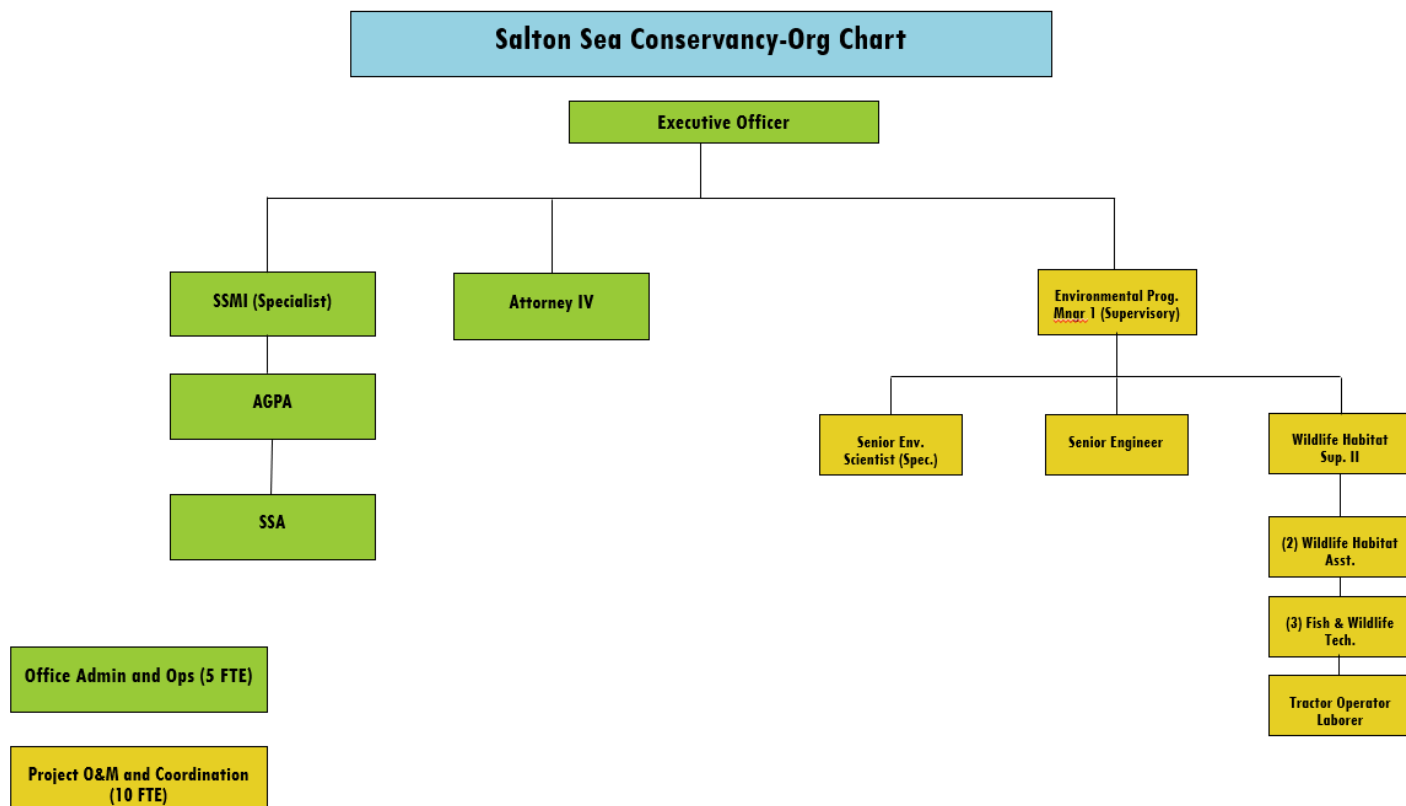
## Salton Sea Conservancy – Operations and Maintenance Division

The Operations & Maintenance Team is comprised of scientists, engineer and habitat managers. This team works together to operate and maintain constructed restoration projects.

Class Code	Position	Location	Justification Narrative
0765	Senior Environmental Scientist (Specialist)	Salton Sea	This position reports to the Environmental Program Manager I and serves as lead scientist for the Salton Sea Conservancy's Operation and Maintenance Division. This position facilitates coordination between the SSMP Integrated Science Team and SSC's O&M Division to accomplish the following: 1) implements surveys and data collection efforts by O&M staff to support monitoring, science and data needed to evaluate project objectives; 2) supports monitoring and adaptive management of Salton Sea restoration projects; 3) coordinates with SSMP and O&M staff to ensure activities are being implemented to achieve and meet established performance metrics, monitoring plans, and recommendations for adaptive management; 4) Coordinates the collection and transfer of data with the SSMP Monitoring Implementation Plan Lead; 5) Ensures protocols for data collection, data analysis and data sharing are being followed; 6) Coordinates with SSMP and O&M staff to support adherence to permits and other regulatory requirements when conducting O&M activities; 7) collaborates with the SSMP on developing species specific information, surveys, monitoring protocols to collect biological, hydrological and air quality data; 8) collaborates with the SSMP to evaluate ecological outcomes to support monitoring required for operations and maintenance; and 9) Coordinates with SSC's staff and management, prepares reports, makes presentations and interprets scientific information.
3261	Senior Water Resources Engineer	Salton Sea	The Senior Water Resources Engineer reports to the Environmental Program Manager I. This position will provide engineering and monitoring support required to accomplish operations and maintenance activities. The Senior Water Resources Engineer will work with the SSMP to operate and co-monitor complex habitat management computerized systems, such as SCADA. This position will assist in developing procurement and administration of service maintenance contracts needed to support O&M operations. The Senior Water Resources Engineer will have knowledge of methods, materials, accepted safety practices, and equipment employed in construction; and laws, rules, and regulations pertaining to construction, repair, and maintenance of SSMP restoration projects.
0902	Wildlife Habitat Supervisor II	Salton Sea	<p>The Wildlife Habitat Supervisor II will report to the Environmental Program Manager I and will supervise and assist personnel engaged in a variety of repair, construction, modification, operation, replacement, and maintenance activities, including inspections of tasks in connection with the operation and maintenance of structures and related equipment. This position will oversee habitat improvement, surveys and data collection, planning, supervision and performance of such activities as repair and maintenance of roads, water control systems, buildings, habitat features, fencing and sanitary facilities; replacing dead plants, irrigating, vegetation control and marsh management; and management of public use activities.</p> <p>The Wildlife Habitat Supervisor II will supervise six direct permanent employees (including 2 Wildlife Habitat Assistants, 3 Fish and Wildlife Technician and 1 Tractor Operator – Laborer) and consultants/contractors needed to conduct operation and maintenance activities.</p>
0904	(2) Wildlife Habitat Assistants	Salton Sea	The two Wildlife Habitat Assistants report to the Wildlife Habitat Supervisor II. Each Wildlife Habitat Assistant will lead a crew of approximately two permanent employees, consisting of 1.5 Fish and Wildlife Technicians and .5 Tractor Operator Laborer. The Wildlife Habitat Assistant will lead personnel and conduct habitat improvement, surveys and data collection, planning, and lead and perform activities such as repair, modification, replacement and maintenance of roads, water control systems, buildings, fencing and sanitary facilities; replacing dead plants, irrigating, vegetation control and marsh management; and management of public use activities. In addition, the Wildlife Habitat Assistant will perform skilled work consisting of routine repair, operation, calibration, inspection, replacement, and maintenance of equipment and instruments such as sensors and air monitors.

0916	(3) Fish and Wildlife Tech	Salton Sea	The three Fish and Wildlife Technicians report to the Wildlife Habitat Supervisor II and will perform a variety of repair, construction, modification, operation, replacement, and maintenance activities, including inspections of tasks in connection with the operation and maintenance of structures and related equipment such as pumps, radial gates, weirs and gauging stations, levees/berms, habitat features, trucks, backhoes, loaders, cranes, graders, bulldozers, boats, and other equipment. These positions will also conduct habitat improvement; surveys and data collection; application of pesticides and herbicides; repair and maintenance of roads, water control systems, buildings, fencing and sanitary facilities; replacing dead plants and irrigating; vegetation control and marsh management; management of public use activities; and skilled work consisting of routine repair, operation, calibration, inspection, replacement, and maintenance of equipment and instruments such as sensors and air monitors.
6390	Tractor Operator - Laborer	Salton Sea	<p>The Tractor Operator-Laborer reports to the Wildlife Habitat Supervisor II and will perform a variety of repair, construction, modification, operation, replacement, and maintenance activities. This position will operate bulldozers, tractors, carryalls, scrapers and graders, and other equipment in the repair and maintenance of levees, ponds, habitat features, dirt or gravel roads, leveling and preparation of land, ditching, repairing/building levees and berms, grading, and disking. The Tractor Operator will also maintain and makes minor repairs to heavy equipment and attachments; operate and service various types of power equipment; operate engines for pumping water; drives trucks and other vehicles in hauling supplies, and other materials and equipment; loads and unloads trucks; and performs a wide variety of manual labor.</p> <p>Approximately 0.5 Tractor Operator - Laborers will be assigned to one of two O&amp;M Crews.</p>

Exhibit 2- Proposed Organizational Chart





# BCP Fiscal Detail Sheet

(Dollars in Thousands)

BCP Title: Salton Sea Conservancy

BR Name: 3815-001-BCP-2025-MR

Budget Request Summary

## Personal Services

Personal Services	FY25 Current Year	FY25 Budget Year	FY25 BY+1	FY25 BY+2	FY25 BY+3	FY25 BY+4
Positions - Permanent	0.0	4.0	10.0	14.0	15.0	15.0
<b>Total Positions</b>	<b>0.0</b>	<b>4.0</b>	<b>10.0</b>	<b>14.0</b>	<b>15.0</b>	<b>15.0</b>
Salaries and Wages	0	580	1,047	1,392	1,447	1,447
Earnings - Permanent						
<b>Total Salaries and Wages</b>	<b>\$0</b>	<b>\$580</b>	<b>\$1,047</b>	<b>\$1,392</b>	<b>\$1,447</b>	<b>\$1,447</b>
Total Staff Benefits	0	463	900	1,211	1,138	1,138
<b>Total Personal Services</b>	<b>\$0</b>	<b>\$1,043</b>	<b>\$1,947</b>	<b>\$2,603</b>	<b>\$2,585</b>	<b>\$2,585</b>

## Operating Expenses and Equipment

Operating Expenses and Equipment	FY25 Current Year	FY25 Budget Year	FY25 BY+1	FY25 BY+2	FY25 BY+3	FY25 BY+4
5301 - General Expense	0	1	1	1	1	1
5304 - Communications	0	1	5	5	5	5
5320 - Travel: Out-of-State	0	6	10	14	14	14
5322 - Training	0	1	4	9	9	9
5324 - Facilities Operation	0	36	36	36	36	36
5340 - Consulting and Professional Services - Interdepartmental	0	56	75	75	75	75
5340 - Consulting and Professional Services - External	0	382	810	810	600	125
5344 - Consolidated Data Centers	0	21	21	21	21	21
5368 - Non-Capital Asset Purchases - Equipment	0	1	0	1	0	0
539X - Other	0	90	315	275	508	136
<b>Total Operating Expenses and Equipment</b>	<b>\$0</b>	<b>\$595</b>	<b>\$1,277</b>	<b>\$1,247</b>	<b>\$1,269</b>	<b>\$422</b>

## Total Budget Request

Total Budget Request	FY25 Current Year	FY25 Budget Year	FY25 BY+1	FY25 BY+2	FY25 BY+3	FY25 BY+4
<b>Total Budget Request</b>	<b>\$0</b>	<b>\$1,638</b>	<b>\$3,224</b>	<b>\$3,850</b>	<b>\$3,991</b>	<b>\$3,144</b>

## Fund Summary

### Fund Source

Fund Source	FY25 Current Year	FY25 Budget Year	FY25 BY+1	FY25 BY+2	FY25 BY+3	FY25 BY+4
State Operations - 3412 - Salton Sea Lithium Fund	0	0	0	0	2,778	3,144
State Operations - 6093 - Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Fund	0	1,638	3,224	3,850	1,213	0
<b>Total State Operations Expenditures</b>	<b>\$0</b>	<b>\$1,638</b>	<b>\$3,224</b>	<b>\$3,850</b>	<b>\$3,991</b>	<b>\$3,144</b>
<b>Total All Funds</b>	<b>\$0</b>	<b>\$1,638</b>	<b>\$3,224</b>	<b>\$3,850</b>	<b>\$3,991</b>	<b>\$3,144</b>

## Program Summary

### Program Funding

Program Funding	FY25 Current Year	FY25 Budget Year	FY25 BY+1	FY25 BY+2	FY25 BY+3	FY25 BY+4
2970 - Salton Sea Conservancy	0	1,638	3,224	3,850	3,991	3,144
<b>Total All Programs</b>	<b>\$0</b>	<b>\$1,638</b>	<b>\$3,224</b>	<b>\$3,850</b>	<b>\$3,991</b>	<b>\$3,144</b>

## Personal Services Details

### Positions

Positions	FY25 Current Year	FY25 Budget Year	FY25 BY+1	FY25 BY+2	FY25 BY+3	FY25 BY+4
0020 - Executive Officer (Eff. 07-01-2025)	0.0	1.0	1.0	1.0	1.0	1.0
0760 - Environmental Program Mgr I (Mgrial) (Eff. 07-01-2025)	0.0	1.0	1.0	1.0	1.0	1.0
0764 - Sr Envirnal Scientist (Supvry) (Eff. 07-01-2025)	0.0	0.0	1.0	1.0	1.0	1.0
0902 - Wildlife Habitat Supvr II (Eff. 07-01-2025)	0.0	0.0	1.0	1.0	1.0	1.0
0904 - Wildlife Habitat Asst (Eff. 07-01-2025)	0.0	0.0	1.0	1.0	2.0	2.0
0916 - Fish & Wildlife Techn (Eff. 07-01-2025)	0.0	0.0	1.0	3.0	3.0	3.0
3261 - Sr Engr (Eff. 07-01-2025)	0.0	0.0	0.0	1.0	1.0	1.0
4800 - Staff Svcs Mgr I (Eff. 07-01-2025)	0.0	1.0	1.0	1.0	1.0	1.0
5157 - Staff Svcs Analyst (Gen) (Eff. 07-01-2025)	0.0	0.0	0.0	1.0	1.0	1.0
5393 - Assoc Govtl Program Analyst (Eff. 07-01-2025)	0.0	0.0	1.0	1.0	1.0	1.0
5780 - Attorney IV (Eff. 07-01-2025)	0.0	1.0	1.0	1.0	1.0	1.0
6390 - Tractor Opr-Laborer (Eff. 07-01-2025)	0.0	0.0	1.0	1.0	1.0	1.0
<b>Total Positions</b>	<b>0.0</b>	<b>4.0</b>	<b>10.0</b>	<b>14.0</b>	<b>15.0</b>	<b>15.0</b>

### Salaries and Wages

Salaries and Wages	FY25 Current Year	FY25 Budget Year	FY25 BY+1	FY25 BY+2	FY25 BY+3	FY25 BY+4
0020 - Executive Officer (Eff. 07-01-2025)	0	138	138	138	138	138
0760 - Environmental Program Mgr I (Mgrial) (Eff. 07-01-2025)	0	171	171	171	171	171
0764 - Sr Envirnal Scientist (Supvry) (Eff. 07-01-2025)	0	0	110	110	110	110
0902 - Wildlife Habitat Supvr II (Eff. 07-01-2025)	0	0	93	93	93	93
0904 - Wildlife Habitat Asst (Eff. 07-01-2025)	0	0	56	56	112	112
0916 - Fish & Wildlife Techn (Eff. 07-01-2025)	0	0	61	182	181	181
3261 - Sr Engr (Eff. 07-01-2025)	0	0	0	155	155	155
4800 - Staff Svcs Mgr I (Eff. 07-01-2025)	0	101	101	101	101	101
5157 - Staff Svcs Analyst (Gen) (Eff. 07-01-2025)	0	0	0	69	69	69
5393 - Assoc Govtl Program Analyst (Eff. 07-01-2025)	0	0	83	83	83	83
5780 - Attorney IV (Eff. 07-01-2025)	0	170	170	170	170	170
6390 - Tractor Opr-Laborer (Eff. 07-01-2025)	0	0	64	64	64	64
<b>Total Salaries and Wages</b>	<b>\$0</b>	<b>\$580</b>	<b>\$1,047</b>	<b>\$1,392</b>	<b>\$1,447</b>	<b>\$1,447</b>

## Staff Benefits

Staff Benefits	FY25 Current Year	FY25 Budget Year	FY25 BY+1	FY25 BY+2	FY25 BY+3	FY25 BY+4
5150350 - Health Insurance	0	167	332	426	455	455
5150500 - OASDI	0	54	106	138	148	148
5150600 - Retirement - General	0	232	387	515	535	535
5150900 - Staff Benefits - Other	0	10	75	132	0	0
<b>Total Staff Benefits</b>	<b>\$0</b>	<b>\$463</b>	<b>\$900</b>	<b>\$1,211</b>	<b>\$1,138</b>	<b>\$1,138</b>

## Total Personal Services

Total Personal Services	FY25 Current Year	FY25 Budget Year	FY25 BY+1	FY25 BY+2	FY25 BY+3	FY25 BY+4
<b>Total Personal Services</b>	<b>\$0</b>	<b>\$1,043</b>	<b>\$1,947</b>	<b>\$2,603</b>	<b>\$2,585</b>	<b>\$2,585</b>

## Memorandum

**To:** Salton Sea Authority Board of Directors  
**From:** G. Patrick O'Dowd, Executive Director /GM  
**Date:** May 23, 2025

**Re: North Lake Pilot Demonstration Project – RIVCO Extension**

The Proposition 68 grant agreement for the North Lake Pilot Demonstration Project, having been previously extended to finalize geological and hydrological testing and to develop a feasible approach to the proposed project, was scheduled to expire on March 30, 2025. While significant progress has been made in answering the questions sought, issues relating to the quality and sufficiency of water supply continue to linger, which will require additional testing and evaluation. In collaboration with Riverside County as the Implementing Agency on this project and in coordination with DWR as the grantee and a strong project partner, we have collectively agreed that an additional extension of this grant through December 31, 2025 was in order. On March 20, 2025 this board ratified that extension request, extending the grant to December 31, 2025

Attached is a counterpart agreement between the Authority and Riverside County, the Implementing Agency on the project. Consistent with Authority customs and practices, the Executive Committee authorized the request to be submitted to Riverside County to formalize their required approvals to extend the maturity as indicated, which was recently granted and executed. The purpose of this item is to ratify the amendment of this agreement between Riverside County and the Authority, extending its maturity through December 31, 2025 as recommended by staff and our project partners. No new money was granted, and no other terms of the agreement were modified.

**Recommendation:**

Ratify the amendment as executed.

1                                   **AGENCY REIMBURSEMENT AGREEMENT**  
2                   **BY AND BETWEEN SALTON SEA AUTHORITY AND THE COUNTY OF RIVERSIDE**  
3                                   **SALTON SEA NORTH LAKE PILOT DEMONSTRATION PROJECT**  
4                                   **IN THE COUNTY OF RIVERSIDE**  
5

6           This Agency Reimbursement Agreement (“AGREEMENT”) is entered into by and between the  
7 County of Riverside, a political subdivision of the State of California, (“COUNTY” or “AGENCY”) and  
8 the Salton Sea Authority, a California joint powers authority (“SSA”). COUNTY and SSA are sometimes  
9 hereinafter referred to individually as “PARTY” and collectively as “PARTIES”. This made with reference  
10 to the following background facts and circumstances:

11                                   **RECITALS**

- 12           A.     The "Salton Sea North Lake Pilot Demonstration Project", is the first phase component of  
13                   the larger North Lake Project. This demonstration Project will be the first phase of a project  
14                   in the Whitewater Area identified in the Salton Sea Management Program: Phase 1 10-Year  
15                   Plan; and
- 16           B.     Senate Bill 839 authorized the State of California Department of Water Resources (“DWR”) to lead the Salton Sea restoration efforts for projects at the Salton Sea; and
- 17           C.     Proposition No. 68 Chapter 8 Section 80110 (a) allocated 30 million dollars (\$30,000,000)  
18                   to the Salton Sea Authority capital outlay projects that provide air quality and habitat benefits  
19                   and that implement the California Natural Resources Agency’s Salton Sea Management  
20                   Program. Of this amount, not less than 10 million dollars (\$10,000,000) shall be allocated to  
21                   the New River, Water Quality, Parkway Development Program; and
- 22           D.     On April 26, 2021, the SSA entered into a Grant Agreement with the State of California  
23                   (DWR), Agreement No. 4600013991, Proposition 68 Local Assistance Grant (“GRANT  
24                   AGREEMENT”) (attached hereto as Exhibit 1 and amendment attached hereto as Exhibit 2)  
25                   in the amount of 19.25 Million dollars (\$19,250,000) for the construction of the North Lake  
26                   Demonstration Pilot Project (herein identified as the “Project”) at the north end of the Salton  
27                   Sea, located within the County of Riverside. The Project would consist of an approximately  
28

156-acre lake with both shallow and deep-water fish and bird habitat and would also incorporate recreational uses; and

E. The Grant Agreement includes the following exhibits, among others:

1. Exhibit A – Work Plan, which describes a series of tasks and deliverables
2. Exhibit B – Budget, for each budget category, which includes multiple tasks
3. Exhibit C – Schedule, including start and end dates for the various tasks
4. Exhibit D – Standard Conditions
5. Exhibit F – Report Formats and Requirements
6. Exhibit G – Requirements for Statewide Monitoring and Data Submittal
7. Exhibit H – State Audit Document Requirements for Grantees
8. Exhibit I – Monitoring and Maintenance Plan Components
9. Exhibit J – Project Preliminary Alternative Locations

F. The Work Plan (Exhibit A to GRANT AGREEMENT) designates the SSA as “Grantee” and the County of Riverside as the “Implementing Agency.” Some of the tasks under the work plan are allocated to either “Grantee” or “Implementing Agency”. Other tasks are not specifically allocated to either. The purpose of this AGREEMENT is to provide a framework for SSA and the COUNTY in consultation with the DWR, to develop specific Task Orders that will more clearly define responsibilities of the COUNTY in implementing the Work Plan, including tasks, budgets, schedules, and deliverables. Task Orders issued by the SSA, and countersigned by the COUNTY, will be considered amendments to this AGREEMENT, and will incorporate the terms of this AGREEMENT and the GRANT AGREEMENT.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the PARTIES hereto agree as follows:

1. The program embodied in this AGREEMENT for the reimbursement of funds by SSA shall apply only to the Salton Sea North Lake Pilot Demonstration Project.
2. The Project is generally described as, and consists of, the following: the Project is the first phase of a project in the Whitewater Area identified in the Salton Sea Management Program:

Phase 1 10-Year Plan, consisting generally of an approximately 156-acre lake with both shallow and deep-water fish and bird habitat that would also incorporate recreational uses.

3. The scope of work of the Project is more particularly described in Exhibit "A" of the GRANT AGREEMENT (i.e. the Work Plan), attached hereto as part of the GRANT AGREEMENT and made a part hereof by this reference. The cost estimate for the Project is more particularly described in Exhibit "B" of the GRANT AGREEMENT, also attached hereto as part of the GRANT AGREEMENT. Each Task Order issued under the AGREEMENT shall include a budget intended to allow AGENCY to recover an amount representing the amount of time its employed staff will work on the Project, as well as, the amount AGENCY shall pay to outside contractors in connection with the Project.
4. AGENCY shall be responsible for initial payment of all covered costs under the Task Orders as they are incurred. Following payment of such costs, AGENCY shall submit invoices and other documentation to SSA requesting reimbursement of one hundred percent (100%) of those eligible costs associated with the Task Orders, in a manner consistent with the requirements of the GRANT AGREEMENT and this AGREEMENT. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to AGENCY, and documents evidencing AGENCY's payment of the invoices or demands for payment.
5. Pursuant to Section 16 of the GRANT AGREEMENT, prior to issuance of a construction contract, COUNTY and SSA will ensure that satisfactory arrangements have been made to fund costs of post-construction operation, maintenance, and monitoring and to amend this AGREEMENT to identify funding advances or other suitable financing arrangements for the construction contract and post-construction obligations.
6. Upon receipt of an invoice and any required accompanying documentation from AGENCY, SSA may request additional documentation or explanation of the Project costs. Undisputed reimbursement amounts shall be paid by SSA to AGENCY within thirty (30) days of receipt of corresponding funds from the DWR. AGENCY acknowledges that DWR will withhold 10% of the funds requested for reimbursement of the eligible project costs until the overall



1 project is completed pursuant to Section D.36) of Exhibit D, "Standard Conditions" of the  
2 GRANT AGREEMENT.

- 3 7. The SSA and AGENCY agree to work together in good faith to clarify and/or rectify any  
4 disputed invoices or reimbursements in a timely manner.
- 5 8. Prior to any final payment to AGENCY by SSA, a final report shall be submitted to SSA by  
6 AGENCY containing a record of all payments made for said Project and the source of funds  
7 of all such payments, together with a record of all change orders, cost over-runs, and other  
8 expenses incurred. Final payment will thereafter be paid by SSA in accordance with its  
9 rules, regulations and policies concerning project cost determination and expense eligibility.
- 10 9. The PARTIES agree, that should unforeseen circumstances arise, which result in new work  
11 performed, not covered under individual Task Orders, an increase of any costs over those  
12 shown in the Task Order or other changes in the Scope of Work are proposed, SSA will, in  
13 good faith, consider an amendment to the Task Order, or, if necessary, this AGREEMENT,  
14 to provide for further appropriate reimbursement, if the proposed amendment is in  
15 accordance with the policies, procedures, and cost determination/expense eligibility criteria  
16 adopted by SSA. Non-substantive changes may be made to this AGREEMENT or Task  
17 Orders subject to COUNTY and SSA concurrent legal counsel approval.
- 18 10. AGENCY shall maintain an accounting of all funds received from DWR through the SSA,  
19 in a manner consistent with Exhibit H (State Audit Document Requirements for Grantees)  
20 of the GRANT AGREEMENT and any additional requirements specified pursuant to this  
21 AGREEMENT, in accordance with generally accepted accounting principles. AGENCY  
22 agrees to keep all Project contracts and records for a period of not less than three years from  
23 the date a Notice of Completion is filed with the Riverside County Recorder's office, by the  
24 AGENCY on such Project; or, if the Project is not one as to which a Notice of Completion  
25 would normally be recorded, for three years from the date of completion. AGENCY shall  
26 permit SSA, at any reasonable time, upon reasonable notice, to inspect any records  
27 maintained in connection with the Project. SSA shall have no duty to make any such  
28 inspection and shall not incur any liability or obligation by reason of making or not making

1 any such inspection.

2 12. No waiver of any Event of Default or breach by one PARTY hereunder shall be implied  
3 from any omission by the other PARTY to take action on account of such default, and no  
4 express waiver shall affect any default other than the default specified in the waiver and the  
5 waiver shall be operative only for the time and to the extent therein stated. Waivers of any  
6 covenant, term, or condition contained herein shall not be construed as a waiver of any  
7 subsequent breach of the same covenant, term, or condition. The consent or approval by one  
8 PARTY to or of any act by the other PARTY shall not be deemed to waive or render  
9 unnecessary the consent or approval to or of any subsequent or similar act.

10 13. This AGREEMENT is made and entered into for the sole protection and benefit of SSA and  
11 AGENCY and no third person shall have any right of action under this AGREEMENT.

12 14. AGENCY agrees to include in its contract specifications and bid documents all applicable  
13 requirements of the GRANT AGREEMENT and this AGREEMENT, as well as a  
14 requirement that all prime contractors shall name SSA and its member agencies as  
15 “Additional Insureds” on all liability insurance coverage required by AGENCY on each  
16 contract. AGENCY will provide a copy of the Insurance Certificate to SSA, depicting SSA  
17 and its member agencies as “Additional Insureds,” within 30 days of signing a contract with  
18 the prime contractor.

19 15. Any dispute concerning a question of fact arising under this AGREEMENT that is not  
20 resolved by voluntary negotiations between the PARTIES, shall be elevated to the  
21 management level of the PARTIES to attempt to resolve. However, no action in accordance  
22 with this Section shall in any way limit either PARTY’s rights or remedies through actions  
23 in a court of law with appropriate jurisdiction. Neither the pendency of dispute nor its  
24 consideration by SSA will excuse AGENCY from full and timely performance in accordance  
25 with the terms of this AGREEMENT.

26 16. AGENCY warrants that all aspects of the Project shall be undertaken in compliance with the  
27 GRANT AGREEMENT and this AGREEMENT and all applicable local, state and federal  
28 rules, regulations and laws. AGENCY will execute and deliver to SSA such further

documents and do other acts as SSA may reasonably request in order to comply fully with all applicable requirements and to effect fully the purposes of this AGREEMENT.

17. This AGREEMENT may not be assigned without the express written consent of SSA first being obtained.

18. No officer, or employee, or member of SSA or the AGENCY shall be personally liable to either PARTY, or any successor in interest, in the event of any default or breach by either PARTY or for any amount which may become due to AGENCY or to its successor, or for the breach of any obligation of the terms of this AGREEMENT by either PARTY.”

19. Notwithstanding any other provision herein, SSA shall not be liable for payment or reimbursement of any sums for which SSA has not first obtained the necessary and appropriate funding from DWR or another source of funds obtained by SSA for this Project, unless agreed to separately by both PARTIES. Moreover, there is no inherent requirement or responsibility on the part of the AGENCY to perform any specific task, work, or activities beyond what is specifically agreed to on an ongoing basis between the PARTIES.

20. No officer or employee of SSA or AGENCY shall have any personal interest, direct or indirect, in this AGREEMENT; nor shall any such officer or employee participate in any decision relating to this AGREEMENT which effects his or her personal interest or the interest of any corporation, partnership or association in which she or he is, directly or indirectly, interested, in violation of any State, federal or local law.

21. All notices, demands, invoices, and other communications required or permitted hereunder shall be in writing and delivered, either by mail or electronically, to the following addresses or such other addresses as the PARTIES may designate:

SALTON SEA AUTHORITY:

82995 CA-111 #200

Indio, CA 92201

Attn: G. Patrick O’Dowd

COUNTY OF RIVERSIDE:

4080 Lemon Street, 4th Floor

Riverside, CA 92501

Attn: Douglas Ordenez

Notices sent in accordance with this paragraph shall be deemed delivered upon the next

1 business day following the: (i) date of delivery as indicated on the written confirmation of  
2 delivery (if sent by overnight courier service); (ii) the date of actual receipt (if personally  
3 delivered by other means); (iii) date of transmission (if sent by telecopier or facsimile  
4 machine); or (iv) the date of delivery as indicated on the return receipt if sent by certified or  
5 registered mail, return receipt requested. Notice of change of address shall be given by  
6 written notice in the manner detailed in this paragraph.

7 22. If any provision in this AGREEMENT is held by a court of competent jurisdiction to be  
8 invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full  
9 force without being impaired or invalidated in any way.

10 23. This AGREEMENT is to be construed in accordance with the laws of the State of California.

11 24. The PARTIES hereto shall not assign this AGREEMENT without the written consent of the  
12 other PARTIES.

13 25. Any action at law or in equity brought by any of the PARTIES hereto for the purpose of  
14 enforcing a right or rights provided by this AGREEMENT shall be tried in a court of  
15 competent jurisdiction in the County of Riverside, State of California, and the PARTIES  
16 hereto waive all provisions of law providing for a change of venue in such proceedings to  
17 any other county.

18 26. This AGREEMENT is the result of negotiations between the PARTIES hereto, and the  
19 advice and assistance of their respective counsel. The fact that this AGREEMENT was  
20 prepared as a matter of convenience by either PARTY shall have no import or significance.  
21 Any uncertainty or ambiguity in this AGREEMENT shall not be construed against the  
22 PARTY that prepared it in its final form.

23 27. Any waiver by either PARTY or any breach by any other PARTY of any provision of this  
24 AGREEMENT shall not be construed to be a waiver of any subsequent or other breach of  
25 the same or any other provision hereof. Failure on the part of either PARTY to require from  
26 any other PARTY exact, full and complete compliance with any of the provisions of this  
27 AGREEMENT shall not be construed as in any manner changing the terms hereof, or  
28 estopping the PARTIES from enforcing this AGREEMENT.

1 This AGREEMENT is intended by the PARTIES as a final recognition of their  
2 understanding with respect to the subject matter hereof and as a complete and exclusive  
3 statement of the terms and conditions thereof and supersedes any and all prior and  
4 contemporaneous agreements and understandings, oral and written, in connection therewith.  
5 This AGREEMENT may be changed or modified only upon the written consent of the  
6 PARTIES hereto.

7 28. The SSA shall indemnify and hold harmless the AGENCY, and its directors, officers, and  
8 employees from and against all liabilities, including, without limitation, all claims, losses,  
9 damages, penalties, fines and judgments, associated investigation and administrative  
10 expenses, and defense costs, including, but not limited to, reasonable attorneys' fees, court  
11 costs and costs of alternative dispute resolution that arise from any occurrence within any  
12 portion of the Project that arises out of, pertains to, or relates to the SSA's failure to perform  
13 the activities necessary to complete the Project and to comply with the terms and conditions  
14 as is required in this AGREEMENT (collectively, "Claims"). Notwithstanding anything  
15 else herein, the SSA shall fully indemnify, defend and hold the AGENCY harmless from  
16 any liability imposed for any injury or damage occurring by reason of anything done or  
17 omitted to be done by the SSA under or in connection with any obligation delegated to the  
18 SSA under this AGREEMENT.

19 The AGENCY shall indemnify and hold harmless the SSA, and its directors, officers, and  
20 employees from and against all Claims that arise from any occurrence within any portion of  
21 the Project that is within the jurisdiction and control of the AGENCY and that do not arise  
22 out of, pertain to, or relate to the SSA's failure to perform the activities necessary to complete  
23 the Project and to comply with the terms and conditions as is required in this AGREEMENT.  
24 Notwithstanding anything else herein, the AGENCY shall fully indemnify, defend and hold  
25 the SSA harmless from any liability imposed for any injury or damage occurring by reason  
26 of anything done or omitted to be done by the AGENCY under or in connection with any  
27 obligation delegated to the AGENCY under this AGREEMENT.

28 29. This AGREEMENT may be executed in any number of counterparts, each of which will be

1 an original, but all of which together will constitute one instrument. Each PARTY of this  
2 AGREEMENT agrees to the use of electronic signatures, such as digital signatures that meet  
3 the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal.  
4 Civ. Code §§ 1633.1 to 1633.17), for executing this AGREEMENT. The PARTIES further  
5 agree that the electronic signatures included in this AGREEMENT are intended to  
6 authenticate this writing and to have the same force and effect as manual signatures.  
7 Electronic signature means an electronic sound, symbol, or process attached to or logically  
8 associated with an electronic record and executed or adopted by a person with the intent to  
9 sign the electronic record pursuant to the CUETA as amended from time to time. The  
10 CUETA authorizes use of an electronic signature for transactions and contracts among  
11 parties in California, including a government agency. Digital signature means an electronic  
12 identifier, created by computer, intended by the PARTY using it to have the same force and  
13 effect as the use of a manual signature, and shall be reasonably relied upon by the PARTIES.  
14 For purposes of this section, a digital signature is a type of "electronic signature" as defined  
15 in subdivision (i) of Section 1633.2 of the Civil Code.

16  
17 [Signature Page Follows]  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

\_\_\_\_\_  
(to be filled in by Clerk of the Board)

**COUNTY Approvals:**

APPROVED:


By \_\_\_\_\_  
V. MANUEL PEREZ, Chairman  
Board of Supervisors

APPROVED AS TO FORM:

MINH C. TRAN  
County Counsel

ATTEST:

KIMBERLY RECTOR  
Clerk of the Board

By  \_\_\_\_\_  
STEPHANIE NELSON  
Deputy County Counsel

By \_\_\_\_\_  
Deputy

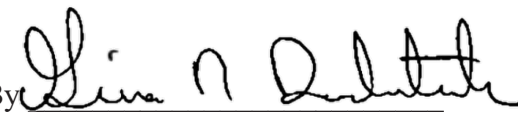
(SEAL)

**SALTON SEA AUTHORITY Approvals:**

RECOMMENDED FOR APPROVAL:

By  \_\_\_\_\_  
G. PATRICK O'DOWD,  
EXECUTIVE DIRECTOR/GM

APPROVAL:

By  \_\_\_\_\_  
GINA NICOLE DOCKSTADER,  
PRESIDENT

**“EXHIBIT 1”**

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA**

**(DEPARTMENT OF WATER RESOURCES)**

**AND SALTON SEA AUTHORITY**

**AGREEMENT NUMBER 4600013991**

**PROPOSITION 68 LOCAL ASSISTANCE GRANT**



1 AGENCY REIMBURSEMENT AGREEMENT  
2 BY AND BETWEEN SALTON SEA AUTHORITY AND THE COUNTY OF RIVERSIDE  
3 SALTON SEA NORTH LAKE PILOT DEMONSTRATION PROJECT  
4 IN THE COUNTY OF RIVERSIDE  
5

6 This Agency Reimbursement Agreement (“AGREEMENT”) is entered into by and between the  
7 County of Riverside, a political subdivision of the State of California, (“COUNTY” or “AGENCY”) and  
8 the Salton Sea Authority, a California joint powers authority (“SSA”). COUNTY and SSA are sometimes  
9 hereinafter referred to individually as “PARTY” and collectively as “PARTIES”. This made with reference  
10 to the following background facts and circumstances:

11 RECITALS

- 12 A. The "Salton Sea North Lake Pilot Demonstration Project", is the first phase component of  
13 the larger North Lake Project. This demonstration Project will be the first phase of a project  
14 in the Whitewater Area identified in the Salton Sea Management Program: Phase 1 10-Year  
15 Plan; and
- 16 B. Senate Bill 839 authorized the State of California Department of Water Resources (“DWR”)  
17 to lead the Salton Sea restoration efforts for projects at the Salton Sea; and
- 18 C. Proposition No. 68 Chapter 8 Section 80110 (a) allocated 30 million dollars (\$30,000,000)  
19 to the Salton Sea Authority capital outlay projects that provide air quality and habitat benefits  
20 and that implement the California Natural Resources Agency’s Salton Sea Management  
21 Program. Of this amount, not less than 10 million dollars (\$10,000,000) shall be allocated to  
22 the New River, Water Quality, Parkway Development Program; and
- 23 D. On April 26, 2021, the SSA entered into a Grant Agreement with the State of California  
24 (DWR), Agreement No. 4600013991, Proposition 68 Local Assistance Grant (“GRANT  
25 AGREEMENT”) (attached hereto as Exhibit 1) in the amount of 19.25 Million dollars  
26 (\$19,250,000) for the construction of the North Lake Demonstration Pilot Project (herein  
27 identified as the “Project”) at the north end of the Salton Sea, located within the County of  
28

Riverside. The Project would consist of an approximately 156-acre lake with both shallow and deep-water fish and bird habitat and would also incorporate recreational uses; and

E. The Grant Agreement includes the following exhibits, among others:

1. Exhibit A – Work Plan, which describes a series of tasks and deliverables
2. Exhibit B – Budget, for each budget category, which includes multiple tasks
3. Exhibit C – Schedule, including start and end dates for the various tasks
4. Exhibit D – Standard Conditions
5. Exhibit F – Report Formats and Requirements
6. Exhibit G – Requirements for Statewide Monitoring and Data Submittal
7. Exhibit H – State Audit Document Requirements for Grantees
8. Exhibit I – Monitoring and Maintenance Plan Components
9. Exhibit J – Project Preliminary Alternative Locations

F. The Work Plan (Exhibit A to GRANT AGREEMENT) designates the SSA as “Grantee” and the County of Riverside as the “Implementing Agency.” Some of the tasks under the work plan are allocated to either “Grantee” or “Implementing Agency”. Other tasks are not specifically allocated to either. The purpose of this AGREEMENT is to provide a framework for SSA and the COUNTY in consultation with the DWR, to develop specific Task Orders that will more clearly define responsibilities of the COUNTY in implementing the Work Plan, including tasks, budgets, schedules, and deliverables. Task Orders issued by the SSA, and countersigned by the COUNTY, will be considered amendments to this AGREEMENT, and will incorporate the terms of this AGREEMENT and the GRANT AGREEMENT.

## TERMS

NOW, THEREFORE, in consideration of the mutual promises contained herein, the PARTIES hereto agree as follows:

1. The program embodied in this AGREEMENT for the reimbursement of funds by SSA shall apply only to the Salton Sea North Lake Pilot Demonstration Project.

2. The Project is generally described as, and consists of, the following: the Project is the first phase of a project in the Whitewater Area identified in the Salton Sea Management Program: Phase 1 10-Year Plan, consisting generally of an approximately 156-acre lake with both shallow and deep-water fish and bird habitat that would also incorporate recreational uses.
3. The scope of work of the Project is more particularly described in Exhibit "A" of the GRANT AGREEMENT (i.e. the Work Plan), attached hereto as part of the GRANT AGREEMENT and made a part hereof by this reference. The cost estimate for the Project is more particularly described in Exhibit "B" of the GRANT AGREEMENT, also attached hereto as part of the GRANT AGREEMENT. Each Task Order issued under the AGREEMENT shall include a budget intended to allow AGENCY to recover an amount representing the amount of time its employed staff will work on the Project, as well as, the amount AGENCY shall pay to outside contractors in connection with the Project.
4. AGENCY shall be responsible for initial payment of all covered costs under the Task Orders as they are incurred. Following payment of such costs, AGENCY shall submit invoices and other documentation to SSA requesting reimbursement of one hundred percent (100%) of those eligible costs associated with the Task Orders, in a manner consistent with the requirements of the GRANT AGREEMENT and this AGREEMENT. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to AGENCY, and documents evidencing AGENCY's payment of the invoices or demands for payment.
5. Pursuant to Section 16 of the GRANT AGREEMENT, prior to issuance of a construction contract, COUNTY and SSA will ensure that satisfactory arrangements have been made to fund costs of post-construction operation, maintenance, and monitoring and to amend this AGREEMENT to identify funding advances or other suitable financing arrangements for the construction contract and post-construction obligations.
6. Upon receipt of an invoice and any required accompanying documentation from AGENCY, SSA may request additional documentation or explanation of the Project costs. Undisputed



1 reimbursement amounts shall be paid by SSA to AGENCY within thirty (30) days of receipt  
2 of corresponding funds from the DWR. AGENCY acknowledges that DWR will withhold  
3 10% of the funds requested for reimbursement of the eligible project costs until the overall  
4 project is completed pursuant to Section D.36) of Exhibit D, "Standard Conditions" of the  
5 GRANT AGREEMENT.

6 7. The SSA and AGENCY agree to work together in good faith to clarify and/or rectify any  
7 disputed invoices or reimbursements in a timely manner.

8 8. Prior to any final payment to AGENCY by SSA, a final report shall be submitted to SSA by  
9 AGENCY containing a record of all payments made for said Project and the source of funds  
10 of all such payments, together with a record of all change orders, cost over-runs, and other  
11 expenses incurred. Final payment will thereafter be paid by SSA in accordance with its  
12 rules, regulations and policies concerning project cost determination and expense eligibility.

13 9. The PARTIES agree, that should unforeseen circumstances arise, which result in new work  
14 performed, not covered under individual Task Orders, an increase of any costs over those  
15 shown in the Task Order or other changes in the Scope of Work are proposed, SSA will, in  
16 good faith, consider an amendment to the Task Order, or, if necessary, this AGREEMENT,  
17 to provide for further appropriate reimbursement, if the proposed amendment is in  
18 accordance with the policies, procedures, and cost determination/expense eligibility criteria  
19 adopted by SSA. Non-substantive changes may be made to this AGREEMENT or Task  
20 Orders subject to COUNTY and SSA concurrent legal counsel approval.

21 10. AGENCY shall maintain an accounting of all funds received from DWR through the SSA,  
22 in a manner consistent with Exhibit H (State Audit Document Requirements for Grantees)  
23 of the GRANT AGREEMENT and any additional requirements specified pursuant to this  
24 AGREEMENT, in accordance with generally accepted accounting principles. AGENCY  
25 agrees to keep all Project contracts and records for a period of not less than three years from  
26 the date a Notice of Completion is filed with the Riverside County Recorder's office, by the  
27 AGENCY on such Project; or, if the Project is not one as to which a Notice of Completion  
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1 would normally be recorded, for three years from the date of completion. AGENCY shall  
2 permit SSA, at any reasonable time, upon reasonable notice, to inspect any records  
3 maintained in connection with the Project. SSA shall have no duty to make any such  
4 inspection and shall not incur any liability or obligation by reason of making or not making  
5 any such inspection.

6 11. No waiver of any Event of Default or breach by one PARTY hereunder shall be implied  
7 from any omission by the other PARTY to take action on account of such default, and no  
8 express waiver shall affect any default other than the default specified in the waiver and the  
9 waiver shall be operative only for the time and to the extent therein stated. Waivers of any  
10 covenant, term, or condition contained herein shall not be construed as a waiver of any  
11 subsequent breach of the same covenant, term, or condition. The consent or approval by one  
12 PARTY to or of any act by the other PARTY shall not be deemed to waive or render  
13 unnecessary the consent or approval to or of any subsequent or similar act.

14 12. This AGREEMENT is made and entered into for the sole protection and benefit of SSA and  
15 AGENCY and no third person shall have any right of action under this AGREEMENT.

16 13. AGENCY agrees to include in its contract specifications and bid documents all applicable  
17 requirements of the GRANT AGREEMENT and this AGREEMENT, as well as a  
18 requirement that all prime contractors shall name SSA and its member agencies as  
19 "Additional Insureds" on all liability insurance coverage required by AGENCY on each  
20 contract. AGENCY will provide a copy of the Insurance Certificate to SSA, depicting SSA  
21 and its member agencies as "Additional Insureds," within 30 days of signing a contract with  
22 the prime contractor.

23 14. Any dispute concerning a question of fact arising under this AGREEMENT that is not  
24 resolved by voluntary negotiations between the PARTIES, shall be elevated to the  
25 management level of the PARTIES to attempt to resolve. However, no action in accordance  
26 with this Section shall in any way limit either PARTY's rights or remedies through actions  
27 in a court of law with appropriate jurisdiction. Neither the pendency of dispute nor its  
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consideration by SSA will excuse AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

15. AGENCY warrants that all aspects of the Project shall be undertaken in compliance with the GRANT AGREEMENT and this AGREEMENT and all applicable local, state and federal rules, regulations and laws. AGENCY will execute and deliver to SSA such further documents and do other acts as SSA may reasonably request in order to comply fully with all applicable requirements and to effect fully the purposes of this AGREEMENT.

16. This AGREEMENT may not be assigned without the express written consent of SSA first being obtained.

17. No officer, or employee, or member of SSA or the AGENCY shall be personally liable to either PARTY, or any successor in interest, in the event of any default or breach by either PARTY or for any amount which may become due to AGENCY or to its successor, or for the breach of any obligation of the terms of this AGREEMENT by either PARTY.”

18. Notwithstanding any other provision herein, SSA shall not be liable for payment or reimbursement of any sums for which SSA has not first obtained the necessary and appropriate funding from DWR or another source of funds obtained by SSA for this Project, unless agreed to separately by both PARTIES. Moreover, there is no inherent requirement or responsibility on the part of the AGENCY to perform any specific task, work, or activities beyond what is specifically agreed to on an ongoing basis between the PARTIES.

19. No officer or employee of SSA or AGENCY shall have any personal interest, direct or indirect, in this AGREEMENT; nor shall any such officer or employee participate in any decision relating to this AGREEMENT which effects his or her personal interest or the interest of any corporation, partnership or association in which she or he is, directly or indirectly, interested, in violation of any State, federal or local law.

20. All notices, demands, invoices, and other communications required or permitted hereunder shall be in writing and delivered, either by mail or electronically, to the following addresses or such other addresses as the PARTIES may designate:



SALTON SEA AUTHORITY

COUNTY OF RIVERSIDE

82995 CA-111 #200

4080 Lemon Street, 4th Floor

Indio, CA 92201

Riverside, CA 92501

Attn: G. Patrick O'Dowd

Attn: Douglas Ordonez

Notices sent in accordance with this paragraph shall be deemed delivered upon the next business day following the: (i) date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); (ii) the date of actual receipt (if personally delivered by other means); (iii) date of transmission (if sent by telecopier or facsimile machine); or (iv) the date of delivery as indicated on the return receipt if sent by certified or registered mail, return receipt requested. Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

21. If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
22. This AGREEMENT is to be construed in accordance with the laws of the State of California.
23. The PARTIES hereto shall not assign this AGREEMENT without the written consent of the other PARTIES.
24. Any action at law or in equity brought by any of the PARTIES hereto for the purpose of enforcing a right or rights provided by this AGREEMENT shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the PARTIES hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.
25. This AGREEMENT is the result of negotiations between the PARTIES hereto, and the advice and assistance of their respective counsel. The fact that this AGREEMENT was prepared as a matter of convenience by either PARTY shall have no import or significance. Any uncertainty or ambiguity in this AGREEMENT shall not be construed against the PARTY that prepared it in its final form.

1           26.   Any waiver by either PARTY or any breach by any other PARTY of any provision of this  
2           AGREEMENT shall not be construed to be a waiver of any subsequent or other breach of  
3           the same or any other provision hereof. Failure on the part of either PARTY to require from  
4           any other PARTY exact, full and complete compliance with any of the provisions of this  
5           AGREEMENT shall not be construed as in any manner changing the terms hereof, or  
6           estopping the PARTIES from enforcing this AGREEMENT.

7           This AGREEMENT is intended by the PARTIES as a final recognition of their  
8           understanding with respect to the subject matter hereof and as a complete and exclusive  
9           statement of the terms and conditions thereof and supersedes any and all prior and  
10          contemporaneous agreements and understandings, oral and written, in connection therewith.  
11          This AGREEMENT may be changed or modified only upon the written consent of the  
12          PARTIES hereto.

13          27.   The SSA shall indemnify and hold harmless the AGENCY, and its directors, officers, and  
14          employees from and against all liabilities, including, without limitation, all claims, losses,  
15          damages, penalties, fines and judgments, associated investigation and administrative  
16          expenses, and defense costs, including, but not limited to, reasonable attorneys' fees, court  
17          costs and costs of alternative dispute resolution that arise from any occurrence within any  
18          portion of the Project that arises out of, pertains to, or relates to the SSA's failure to perform  
19          the activities necessary to complete the Project and to comply with the terms and conditions  
20          as is required in this AGREEMENT (collectively, "Claims"). Notwithstanding anything  
21          else herein, the SSA shall fully indemnify, defend and hold the AGENCY harmless from  
22          any liability imposed for any injury or damage occurring by reason of anything done or  
23          omitted to be done by the SSA under or in connection with any obligation delegated to the  
24          SSA under this AGREEMENT.

25          The AGENCY shall indemnify and hold harmless the SSA, and its directors, officers, and  
26          employees from and against all Claims that arise from any occurrence within any portion of  
27          the Project that is within the jurisdiction and control of the AGENCY and that do not arise  
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1 out of, pertain to, or relate to the SSA's failure to perform the activities necessary to complete  
2 the Project and to comply with the terms and conditions as is required in this AGREEMENT.  
3 Notwithstanding anything else herein, the AGENCY shall fully indemnify, defend and hold  
4 the SSA harmless from any liability imposed for any injury or damage occurring by reason  
5 of anything done or omitted to be done by the AGENCY under or in connection with any  
6 obligation delegated to the AGENCY under this AGREEMENT.

7 28. This AGREEMENT may be executed in any number of counterparts, each of which will be  
8 an original, but all of which together will constitute one instrument. Each PARTY of this  
9 AGREEMENT agrees to the use of electronic signatures, such as digital signatures that meet  
10 the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal.  
11 Civ. Code §§ 1633.1 to 1633.17), for executing this AGREEMENT. The PARTIES further  
12 agree that the electronic signatures included in this AGREEMENT are intended to  
13 authenticate this writing and to have the same force and effect as manual signatures.  
14 Electronic signature means an electronic sound, symbol, or process attached to or logically  
15 associated with an electronic record and executed or adopted by a person with the intent to  
16 sign the electronic record pursuant to the CUETA as amended from time to time. The  
17 CUETA authorizes use of an electronic signature for transactions and contracts among  
18 parties in California, including a government agency. Digital signature means an electronic  
19 identifier, created by computer, intended by the PARTY using it to have the same force and  
20 effect as the use of a manual signature, and shall be reasonably relied upon by the PARTIES.  
21 For purposes of this section, a digital signature is a type of "electronic signature" as defined  
22 in subdivision (i) of Section 1633.2 of the Civil Code.

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1 IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT on,

2 \_\_\_\_\_.

3 Date

4  
5 COUNTY OF RIVERSIDE

6 RECOMMENDED FOR APPROVAL:

7 By \_\_\_\_\_

8 RANIA ODENBAUGH

9 Executive Office- Deputy Director of Admin Services

APPROVAL:

By \_\_\_\_\_

KAREN SPIEGEL

County of Riverside, Board of Supervisors

10  
11 APPROVED AS TO FORM:

12 GREGORY P. PRIAMOS

13 County Counsel

ATTEST:

KECIA HARPER

Clerk of the Board

14  
15 By  \_\_\_\_\_

16 AARON C. GETTIS

17 Supervising Deputy County Counsel

By \_\_\_\_\_

Deputy

(SEAL)

1 "EXHIBIT 1"

2 GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA

3 (DEPARTMENT OF WATER RESOURCES)

4 AND SALTON SEA AUTHORITY

5 AGREEMENT NUMBER 4600013991

6 PROPOSITION 68 LOCAL ASSISTANCE GRANT

7  
8 GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF  
9 WATER RESOURCES) AND

10 SALTON SEA AUTHORITY AGREEMENT NUMBER 4600013991

11 PROPOSITION 68 LOCAL ASSISTANCE GRANT

12  
13 THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources  
14 of the State of California, herein referred to as the "State" or "DWR" and Salton Sea Authority, a joint  
15 powers authority in the State of California, duly organized, existing, and acting pursuant to the laws thereof,  
16 herein referred to as the "Grantee", which parties do hereby agree as follows:

- 17 1. PURPOSE. State shall provide funding from the California Drought, Water, Parks, Climate,  
18 Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68) to Grantee to  
19 assist in financing a project pursuant to Public Resources Code section 80110, subd. (a).  
20 2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date  
21 this Grant Agreement is initially executed by the State, through final payment plus three (3)  
22 years unless otherwise terminated or amended as provided in this Agreement. However, all  
23 work shall be completed by September 30, 2024 and no funds may be requested after  
24 December 31, 2024.  
25 3. GRANT AMOUNT. The maximum amount payable by the State under this Grant  
26 Agreement shall not exceed \$19,250,000.  
27 4. GRANTEE'S RESPONSIBILITY. Grantee and its representatives shall:  
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- a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) with specific deliverables and in accordance with Exhibit B (Budget) and Exhibit C (Schedule). Any deviations to deliverables, budget changes or schedules targets will be approved by DWR pursuant to Paragraph D.3 in Exhibit D, "Standard Conditions"
- b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the documents, amendments, and communications filed in support of its request for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 financing.
- c) Comply with all applicable California laws and regulations.
- d) Implement the project in accordance with applicable provisions of the law.
- e) Fulfill its obligations under the Grant Agreement and be responsible for the performance of the project.

5. BASIC CONDITIONS. The State shall have no obligation to disburse money for the project under this Grant Agreement until the Grantee has satisfied the following conditions:

- a) The Grantee submits deliverables as specified in Paragraph 15 of this Grant Agreement and in Exhibit A.
- b) Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State:
  - 1) Final plans and specifications certified, signed, and stamped by a California Registered Professional Civil Engineer for the project listed in Exhibit A of this Grant Agreement.
  - 2) Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:



- i) The Grantee submits to the State all applicable environmental permits,
- ii) Documents that satisfy the CEQA process are received by the State,
- iii) The State has completed its CEQA compliance review as a Responsible Agency, and
- iv) The Grantee receives written concurrence from the State of the Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

- 3) Proof that the project has obtained a water supply sufficient for the project to be fully operational for the useful life of the project through a legally binding water use agreement. Such proof shall include, but not be limited to, a study showing the project's water supply needs and a copy of any fully executed water use agreements.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. The Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, and mitigation monitoring programs, as may be required prior to beginning construction/implementation.

- 6. DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in

any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation.

7. ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Work performed on the project after 7/1/2020, shall be eligible for reimbursement. Costs that are not eligible for reimbursement include, but are not limited to the following items:

- a) Operation and maintenance costs, including post construction performance and monitoring costs.
- b) Purchase of equipment that is not an integral part of a project.
- c) Establishing a reserve fund.
- d) Replacement of existing funding sources for ongoing programs.
- e) Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
- f) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies.
- g) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee Cost Share (i.e., Funding Match).
- h) Payment of stipends
- i) Acquisition of real property (land or easements) in excess of the minimum required acreage necessary to operate as an integral part of the project, as set forth and detailed by engineering and feasibility studies.
- j) Meals, food items, or refreshments

1 k) Overhead not directly related to the project.

2 8. METHOD OF PAYMENT.

3 a) Reimbursement – After the disbursement requirements in Paragraph 5 “Basic  
4 Conditions” are met, the State will disburse the whole or portions of State funding to  
5 the Grantee, following receipt from the Grantee via US mail or Express mail delivery  
6 of a “wet signature” invoice or an electronic invoice certified and transmitted via  
7 DocuSign for costs incurred, and timely Quarterly Progress Reports as required by  
8 Paragraph 15, “Submission of Reports.” The State will notify the Grantee, in a timely  
9 manner, whenever, upon review of an invoice, the State determines that any portion  
10 or portions of the costs claimed are not eligible costs or is not supported by  
11 documentation or receipts acceptable to the State. The Grantee may, within thirty  
12 (30) calendar days of the date of receipt of such notice, submit additional  
13 documentation to the State to cure such deficiency(ies). If the Grantee fails to submit  
14 adequate documentation curing the deficiency(ies), the State will adjust the pending  
15 invoice by the amount of ineligible or unapproved costs. The State will at all times  
16 utilize best efforts to expedite the efficient review and processing of all invoices  
17 submitted by Grantee. Invoices submitted by the Grantee shall include the following  
18 information:

- 19 A. Costs incurred for work performed in implementing the Project during the  
20 period identified in the particular invoice.
- 21 B. Costs incurred for any interests in real property (land or easements) that have  
22 been necessarily acquired for the project during the period identified in the  
23 particular invoice for the implementation of the project.
- 24 C. Invoices shall be submitted on forms provided by the State and shall meet the  
25 following format requirements:  
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- 1) Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
- 2) Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget". The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
- 3) One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) must be provided for all costs included in the invoice.
- 4) Original signature and date of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Department of Water Resources, Attention: Evon Willhoff, P.O. Box 942836 Sacramento, CA 94236-0001 or an electronic signature certified and transmitted via DocuSign from authorized representative to Evon Willhoff.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., Local Cost Share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any



1 other misuse of public funds may result in suspension of  
2 disbursements of grant funds and/or termination of this Agreement  
3 requiring the repayment of all funds disbursed hereunder plus interest.  
4 Additionally, the State may request an audit pursuant to Paragraph  
5 D.5 and refer the matter to the Attorney General's Office or the  
6 appropriate district attorney's office for criminal prosecution or the  
7 imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§  
8 470, 487-489.)

- 9 9. WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that the  
10 project is not being implemented in accordance with the provisions of this Grant Agreement,  
11 or that the Grantee has failed in any other respect to comply with the provisions of this Grant  
12 Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction,  
13 the State may withhold from the Grantee all or any portion of the State funding and take any  
14 other action that it deems necessary to protect its interests. Where a portion of the State  
15 funding has been disbursed to the Grantee and the State notifies the Grantee of its decision  
16 not to release funds that have been withheld pursuant to Paragraph 10, "Default Provisions,"  
17 the portion that has been disbursed shall thereafter be repaid immediately with interest at the  
18 California general obligation bond interest rate at the time the State notifies the Grantee, as  
19 directed by the State. The State may consider the Grantee's refusal to repay the requested  
20 disbursed amount a contract breach subject to the default provisions in Paragraph 10. If the  
21 State notifies the Grantee of its decision to withhold the entire funding amount from the  
22 Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of  
23 such notice by the Grantee and the State shall no longer be required to provide funds under  
24 this Grant Agreement and the Grant Agreement shall no longer be binding on either party.
- 25 10. DEFAULT PROVISIONS. The Grantee will be in default under this Grant Agreement if  
26 any of the following occur:  
27  
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- 1 a) Substantial breaches of this Grant Agreement, or any supplement or amendment to  
2 it, or any other agreement between the Grantee and the State evidencing or securing  
3 the Grantee's obligations.
- 4 b) Making any false warranty, representation, or statement with respect to this Grant  
5 Agreement or the application filed to obtain this Grant Agreement.
- 6 c) Failure to operate or maintain the project in accordance with this Grant Agreement.
- 7 d) Failure to make any remittance required by this Grant Agreement, including any  
8 remittance recommended as the result of an audit conducted pursuant to Paragraph  
9 D.5.
- 10 e) Failure to comply with Labor Compliance Program requirements (Paragraph 14).
- 11 f) Failure to submit quarterly progress reports pursuant to Paragraph 8.
- 12 g) Failure to routinely invoice the State pursuant to Paragraph 8.
- 13 h) Failure to meet any of the requirements set forth in Paragraph 11, "Continuing  
14 Eligibility."

15 Should an event of default occur, the State shall provide a notice of default to the  
16 Grantee and shall give the Grantee at least ten (10) calendar days to cure the default  
17 from the date the notice is sent via first-class mail to the Grantee or electronic mail.  
18 If the Grantee fails to cure the default within the time prescribed by the State, the  
19 State may do any of the following:

- 20 1) Declare the funding be immediately repaid, with interest, which shall be  
21 equal to State of California general obligation bond interest rate in effect at  
22 the time the State notifies the Grantee of the default.
- 23 2) Terminate any obligation to make future payments to the Grantee.
- 24 3) Terminate the Grant Agreement.
- 25 4) Take any other action that it deems necessary to protect its interests.

26 In the event the State finds it necessary to enforce this provision of this Grant  
27 Agreement in the manner provided by law, the Grantee agrees to pay all costs  
28

1 incurred by the State including, but not limited to, reasonable attorneys' fees,  
2 legal expenses, and costs.

3 11. CONTINUING ELIGIBILITY. The Grantee must meet the following ongoing  
4 requirement(s) to remain eligible to receive State funds:

- 5 a) An urban water supplier that receives grant funds pursuant to this Agreement must  
6 maintain compliance with the Urban Water Management Planning Act (UWMP;  
7 Water Code § 10610 et seq.) and Sustainable Water Use and Demand Reduction  
8 (Water Code § 10608 et seq.).
- 9 b) An agricultural water supplier receiving State funds must comply with Sustainable  
10 Water Use and Demand Reduction requirements outlined in Water Code § 10608, et  
11 seq. and have their Agricultural Water Management Plan (AWMP) deemed  
12 consistent by DWR. To maintain eligibility and continue funding disbursements, an  
13 agricultural water supplier must have their 2015 AWMP identified on the State's  
14 website.
- 15 c) The Grantee diverting surface water must maintain compliance with diversion  
16 reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.
- 17 d) If applicable, the Grantee must demonstrate compliance with the Groundwater  
18 Management Act.
- 19 e) Grantees that have been designated as monitoring entities under the California  
20 Statewide Groundwater Elevation Monitoring (CASGEM) Program must maintain  
21 reporting compliance, as required by Water Code § 10932 and the CASGEM  
22 Program.
- 23 f) Open and Transparent Water Data: Recipients of State funds through grants must  
24 adhere to the protocols developed pursuant to Water Code § 12406 for data sharing,  
25 transparency, documentation, and quality control.

26 12. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. The Grantee shall  
27 be responsible for ensuring the obtainment of any and all permits, licenses, and approvals  
28



required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. The Grantee shall provide copies of permits and approvals to State.

13. RELATIONSHIP OF PARTIES. The Grantee is responsible for design, construction, and operation and maintenance of the project within the Exhibit A "Work Plan". Review or approval of plans, specifications, bid documents, or other construction documents by the State is for the purpose of proper administration of funds by the State, and to ensure that the best design(s) or alternative(s) are selected based on, but not limited to costs, perceived risk, or other factors. Review and approval by the State shall not be deemed to relieve or restrict responsibilities of the Grantee under this Grant Agreement.

14. LABOR COMPLIANCE. The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>.

15. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal

1 and subsequent approval by the State of a Grant Completion Report is a requirement for the  
2 release of any funds retained for the project.

- 3 a) Quarterly Progress Reports: The Grantee shall submit Quarterly Progress Reports to  
4 meet the State's requirement for disbursement of funds. Quarterly Progress Reports  
5 shall be sent via e- mail to the State's Project Manager. Quarterly Progress Reports  
6 shall, in part, provide a brief description of the work performed during the reporting  
7 period including: Grantee's activities, milestones achieved, any accomplishments,  
8 and any problems encountered in the performance of the work under this Agreement.
- 9 b) Grant Completion Report: Upon completion of the Project included in Exhibit A,  
10 "Work Plan" the Grantee shall submit to the State a Grant Completion Report. The  
11 Grant Completion Report shall be submitted as outlined in Exhibits A, "Work Plan",  
12 and Exhibit F, "Report Formats and Requirements". Retention for the last component  
13 to be completed as part of this Grant Agreement will not be disbursed until the Grant  
14 Completion Report is submitted to and approved by the State.
- 15 c) Post-Performance Reports: The Grantee shall prepare and submit to the State Post-  
16 Performance Reports for the applicable project. Post-Performance Reports shall be  
17 submitted to the State within ninety (90) calendar days after the first operational year  
18 of the project has elapsed. This record keeping and reporting process shall be  
19 repeated annually for a total of three (3) years after the project begins operation.
- 20 d) Monitoring and Maintenance Plan: A Monitoring and Maintenance Plan shall be  
21 submitted to the State prior to disbursement of State funds for implementation or  
22 monitoring activities. The Monitoring and Maintenance Plan shall incorporate items  
23 defined and listed in Exhibit I, "Monitoring and Maintenance Plan Components".

- 24 16. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction  
25 and implementation projects, and in consideration of the funding made by the State, the  
26 Grantee agrees to ensure or cause to be performed the commencement and continued  
27 operation of the project, and shall ensure or cause the project to be operated in an efficient  
28

1 and economical manner; shall ensure all repairs, renewals, and replacements necessary to  
2 the efficient operation of the same are provided; and shall ensure or cause the same to be  
3 maintained in as good and efficient condition as upon its construction, ordinary and  
4 reasonable wear and depreciation excepted. The Grantee or their successors may, with the  
5 written approval of State, transfer this responsibility to use, manage, and maintain the  
6 property. Nothing herein shall prevent the State from deciding in the future to conduct any  
7 maintenance, management, or operation of the Project. For purposes of this Grant  
8 Agreement, “useful life” means period during which an asset, property, or activity is  
9 expected to be usable for the purpose it was acquired or implemented; “operation costs”  
10 include direct costs incurred for material and labor needed for operations, utilities, insurance,  
11 and similar expenses, and “maintenance costs” include ordinary repairs and replacements of  
12 a recurring nature necessary for capital assets and basic structures. If arrangements for costs  
13 of operations and maintenance, including post-construction and monitoring costs, are  
14 unsatisfactory to the Grantee prior to the commencement of construction, Grantee may  
15 terminate this Agreement without any further performance or reimbursement obligation.

16 17. STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all  
17 groundwater projects and projects that include groundwater monitoring requirements are  
18 consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code §10780 et  
19 seq.) of Division 6 of California Water Code and, where applicable, that projects that affect  
20 water quality shall include a monitoring component that allows the integration of data into  
21 statewide monitoring efforts, including where applicable, the Surface Water Ambient  
22 Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G  
23 (Requirements for Statewide Monitoring and Data Submittal), for web links and information  
24 regarding other State monitoring and data reporting requirements.

25 18. NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the  
26 following items:  
27  
28



- 1 a) Events or proposed changes that could affect the scope, budget, or work performed  
2 under this Grant Agreement. The Grantee agrees that no substantial change in the  
3 scope of the project will be undertaken until written notice of the proposed change  
4 has been provided to the State and the State has given written approval for such  
5 change. Substantial changes generally include changes to the scope of work,  
6 schedule or term, and budget.
- 7 b) Any public or media event publicizing the accomplishments and/or results of this  
8 Grant Agreement and provide the opportunity for attendance and participation by the  
9 State's representatives. The Grantee shall make such notification at least fourteen  
10 (14) calendar days prior to the event.
- 11 c) Discovery of any potential archaeological or historical resource. Should a potential  
12 archaeological or historical resource be discovered during construction, the Grantee  
13 agrees that all work in the area of the find will cease until a qualified archaeologist  
14 has evaluated the situation and made recommendations regarding preservation of the  
15 resource, and the State has determined what actions should be taken to protect and  
16 preserve the resource. The Grantee agrees to implement appropriate actions as  
17 directed by the State.
- 18 d) The initiation of any litigation or the threat of litigation against the Grantee regarding  
19 the Project or that may affect the Project in any way.
- 20 e) Final inspection of the completed work on a project by a California Registered  
21 Professional Civil Engineer in accordance with Paragraph D.18 in Exhibit D,  
22 "Standard Conditions". The Grantee shall notify the State's Project Manager of the  
23 inspection date at least fourteen (14) calendar days prior to the inspection in order to  
24 provide the State the opportunity to participate in the inspection.

25 19. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is  
26 required to give to the other party under this Grant Agreement shall be in writing. Notices  
27 may be transmitted by any of the following means:  
28

- 1 a) By certified U.S. mail, return receipt requested, postage prepaid.
- 2 b) By “overnight” delivery service; provided that next-business-day delivery is
- 3 requested by the sender.
- 4 c) By electronic means.

5 Notices sent by certified mail will be deemed effective given ten (10) calendar days

6 after the date deposited with the U. S. Postal Service. Notices sent by overnight

7 delivery service will be deemed effective one business day after the date deposited

8 with the delivery service. Notices sent electronically will be effective on the date of

9 transmission, which is documented in writing. Notices shall be sent to the addresses

10 set forth in Paragraph 21. Either party may, by written notice to the other, designate

11 a different address that shall be substituted for the one below.

12 20. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the

13 Grantee’s performance will be evaluated by the State and a copy of the evaluation will be

14 placed in the State file and a copy sent to the Grantee.

15 21. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant

16 Agreement are as follows:

17 Department of Water Resources Arthur Hinojosa	Salton Sea Authority
18 Chief, Division of IRWM	G. Patrick O’Dowd
19 P.O. Box 942836 Sacramento CA 94236-0001	Executive Director/General Manager 82995
20 Phone: (916) 653-4736	Highway 111, Suite 200
21 e-mail: <a href="mailto:arthur.hinojosa@water.ca.gov">arthur.hinojosa@water.ca.gov</a>	Indio, CA 92201
22 Direct all inquiries to the Project Manager:	Phone: (760) 863-2695
23 Department of Water Resources Evon Willhoff	e-mail: <a href="mailto:GPODowd@SaltonSea.com">GPODowd@SaltonSea.com</a>
24 Program Manager I	
25 Division of Regional Assistance PO Box 942836	Salton Sea Authority Jonathan McDannell
26 Sacramento, CA 94236-0001	Grants Manager
27 Phone: (916) 651-9286	82995 Highway 111, Suite 200
28	



1 e-mail: [Evon.Willhoff@water.ca.gov](mailto:Evon.Willhoff@water.ca.gov)

Indio, CA 92201

2 Phone: (760) 863-2695

3 Email: [JMcDannell@SaltonSea.com](mailto:JMcDannell@SaltonSea.com)

4 Either party may change its Project Representative or Project Manager upon written notice  
5 to the other party.

6 22. STANDARD PROVISIONS AND INTEGRATION. This Grant Agreement is complete and  
7 is the final Agreement between the parties. The following Exhibits are attached and made a  
8 part of this Grant Agreement by this reference:

9 Exhibit A – Work Plan Exhibit B – Budget Exhibit C – Schedule

10 Exhibit D – Standard Conditions

11 Exhibit E – Authorizing Resolution Accepting Funds Exhibit F – Report Formats and  
12 Requirements

13 Exhibit G – Requirements for Statewide Monitoring and Data Submittal Exhibit H – State  
14 Audit Document Requirements for Grantees

15 Exhibit I – Monitoring and Maintenance Plan Components Exhibit J - Project Preliminary

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1 IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

2  
3 STATE OF CALIFORNIA

SALTON SEA AUTHORITY

4 DEPARTMENT OF WATER RESOURCES

  
\_\_\_\_\_

5  
6 G. Patrick O'Dowd, Executive Director/General  
7 Manager

8   
\_\_\_\_\_

9 Arthur Hinojosa, P.E., Chief

Date 04/26/2021

10 Division of Integrated Regional Water Management

11 Date 4/26/2021

12  
13 Approved as to Legal Form and Sufficiency

14   
15 \_\_\_\_\_

16 Catherine Cavanaugh, Staff Counsel IV

17 Counsel Office of Chief Counsel

## **EXHIBIT A**

### **WORK PLAN**

**PROJECT TITLE:** North Lake Demonstration Pilot Project

**GRANTEE:** Salton Sea Authority

**IMPLEMENTING AGENCY:** County of Riverside Transportation Land Management Agency

**PARTNER AGENCIES:** Grantee, Implementing Agency, California Department of Water Resources (DWR), California Natural Resources Agency (CNRA), and California Department of Fish and Wildlife (CDFW)

#### **PROJECT DESCRIPTION**

The North Lake Pilot Demonstration Project (Project) will construct an approximately 156-acre lake. The Project will be considered the first phase of the larger project in the Whitewater Area identified in the Salton Sea Management Program: Phase 1 10-Year Plan. As shown in Exhibit J, "Project Location," the Project is located at the northern end of the Salton Sea, in Riverside County just north of the Salton Sea State Recreation Area. The Project will have shallow habitat running along over one mile of shoreline and approximately 30 acres will be developed as deep-water habitat for fish. Due to the soft soils present in the project area, this project includes the design, construction and testing of a pilot berm prior to the completion of the final design for the demonstration project.

The Project will also include the development of habitat, water supply infrastructure, and recreational features that will be determined through the planning, design, and outreach and engagement tasks. The scope of work includes the planning, design, coordination of regulatory compliance, permitting, land access, and construction related tasks necessary to complete the Project. Public input will be solicited to influence the design and public access features of the Project.

#### **Budget Category (a): Grant Agreement Administration**

##### Task 1 Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with grant administration and will coordinate with the Implementing Agency responsible for implementing the project and associated activities contained in this grant agreement.

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation and compiling the information into a DWR invoice package. The Grantee will also be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with the Implementing Agency to prepare and submit Quarterly Progress Reports and the Grant Completion Report. Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F, "Report Formats and Requirements" of this Agreement.

#### **Deliverables:**

- Invoices and associated backup documentation
- Quarterly Progress Reports
- Draft and Final Grant Completion Report

## Task 2 Project Coordination

The Grantee will coordinate all aspects of the Project with Partner Agencies; including but not limited to the coordination and review of environmental documentation and permits to ensure consistency with planned task implementation, and administrative responsibilities associated with the Project such as coordinating and meeting with Partner Agencies on a monthly or regular basis and managing consultants/contractors.

### **Deliverable:**

Meeting Notes

## **Budget Category (b): Outreach and Community Engagement**

### Task 3 Outreach and Community Engagement

Develop an Outreach and Engagement Plan (Plan) for the Project for review and approval by the State. The Plan will describe how the Grantee will coordinate Project talking points with Partner Agencies, the process to develop and review meeting materials, and the frequency of public meetings and the timing relative to the development of environmental document(s).

This task also includes the work necessary to prepare, conduct and compile notes from public workshops and other forms of engagement with community members and stakeholders.

### **Deliverables:**

Outreach and Community Engagement Plan  
Copies of Meeting Materials and Presentations  
Public Notices  
Record of Meeting Minutes/Videos and Comments Received

## **Budget Category (c): Land Access and Surveys**

### Task 4 Land Access and Surveys

Define project boundary and identify landowners for properties within the project boundary. Prepare exhibits for showing land ownership, right-of-way, and identify land acquisitions needed for the project.

### **Deliverables:**

Land Ownership Map(s), and copies of any restrictions, easements or limitations to use.

## **Budget Category (d): Planning/Design/Engineering/Environmental Documentation**

### Task 5 Project Planning

#### *Task 5.1 Project Siting Evaluation*

Identify potential project locations and evaluate opportunities and constraints including but not limited to accessibility to the site, potential land acquisition needs, habitat potential, and water supply sources as described in Task 5.2.

### **Deliverable:**

Alternatives Analysis Technical Memo



### *Task 5.2 Water Supply Assessment*

Partner Agencies will coordinate with Coachella Valley Water District (CVWD) to analyze water supply options and the associated water supply infrastructure needed to develop the Project and will result in the development of a Water Supply Assessment Technical Memo. The Water Supply Assessment will include an evaluation of water supply options, and may include, but is not limited to, an evaluation of All-American Canal water, groundwater including existing and planned well water, and agricultural and other drainage flows. It will also include an assessment of water infrastructure needed to convey water to the Project. This assessment will inform the development of Project concepts.

#### **Deliverable:**

- Draft Water Supply Assessment Technical Memo
- Final Water Supply Assessment Technical Memo

### *Task 5.3 Project Description*

In coordination with Partner Agencies, utilize the information from Tasks 5.1 and 5.2 to select the Project location and develop a comprehensive project description for the North Lake Pilot Demonstration Project.

#### **Deliverable:**

- Project Description

### *Task 5.4 Environmental Review of State NEPA and CEQA Documents*

All environmental documentation will be closely coordinated with the State, considering existing environmental analysis. A review will be conducted of existing CEQA/NEPA documents to determine if this project is exempt from any further CEQA and/or if supplemental studies and/or environmental documentation will be required. Partner Agencies will coordinate the preparation and review of supplemental environmental documentation if it is needed. The Implementing Agency will oversee the preparation of supplemental environmental documentation as needed for the project.

#### **Deliverables:**

- Project Specific CEQA Evaluation
- Supplemental CEQA document (if needed)
- Special Studies to Support CEQA document (if needed)
- Notice for Appropriate NEPA/CEQA Determination (as required)
- Notice of Determination (as required)

### Task 6 Water Supply Agreement

Based on the findings and recommendations of the Water Supply Assessment Technical Memo (Task 5.2) and the Project Description (Task 5.3), develop a draft water supply agreement or recommendation that describes the agreement(s) and/or water right(s) needed to secure a water supply for the Project. Work with Partner Agencies and CVWD to secure the water supply for the Project and complete the water supply agreement(s) or permit(s) as needed.

#### **Deliverables:**

- Draft Water Supply Agreement
- Final Water Supply Agreement
- Water-related permits (if needed)

## Task 7 Design

### *Task 7.1 Land Surveys*

Selected design consultant will complete preconstruction land surveys. The consultant will be responsible for preparation of survey records and topographic maps.

#### **Deliverables:**

- Detailed topographic and possible bathymetric surveys
- Light Detection and Ranging (LiDAR) surveys with ground truthing (if required)
- Aerial topographic survey

### *Task 7.2 Geotechnical Surveys and Engineering*

Conduct Geotechnical surveys of the project area to collect data such as soil type, grain size distribution, expansion index, and soil shear strength to support perimeter berms. A variety of data collection techniques will be considered and likely include borings, cone penetrometer testing, and hand augers.

#### **Deliverables:**

- Draft Geotechnical Report
- Final Geotechnical Report

### *Task 7.3 Conceptual Designs*

Develop the advanced conceptual design by utilizing the existing preliminary conceptual designs that have previously been prepared. The advanced conceptual design will include a site layout, site access plan, preliminary berm profiles, conceptual drawings of features such as inlet and outlet structures, the water supply source and appurtenant structures, habitat and other key features of the project such as developing the design to allow for integration with future phases of the larger North Lake Project. The draft advanced conceptual design will be submitted to DWR for the state's review and input. The Grantee shall provide written responses to all DWR comments provided on the Draft Conceptual Design prior to finalizing the concept. Comments provided shall sufficiently explain the rationale behind acceptance or rejection of each specific DWR comment. Sufficiency shall be at the sole discretion of DWR.

#### **Deliverables:**

- Draft Conceptual Design
- Responses to DWR comments on Draft Conceptual Design
- Final Conceptual Design

### *Task 7.4 Pilot Test Berm*

Prepare design for a test berm. Due to the composition soils in the area, and potential seepage concerns, a test berm is needed prior to completing final design. Following construction and testing of the pilot berm, the contractor will complete the final design for the demonstration project.

#### **Deliverable:**

- Technical Memo including photographs of test berm

### *Task 7.5 Final Design*

Complete Project design based on the following supporting work: execution of a Water Supply Agreement and necessary permits for implementing supply geotechnical investigation, land survey(s), pilot berm findings, and the advanced conceptual design. The information obtained by the supporting work and outreach and engagement activities will be used to inform the development of final design, plans, and specifications including, but not limited to: preliminary earthwork calculations, design details and water supply infrastructure to produce 100% (Final) design, plans, and specifications.

#### **Deliverables:**

- 50% Design
- 90% Design
- 100% Design
- Plan Specifications
- Engineering Estimates

### **Budget Category (e): Construction/Implementation**

#### Task 8 Construction Contracting

The Implementing Agency, in coordination with the Grantee, will oversee project management, evaluate design-build and design-bid-build delivery approaches to select an approach that best meets the overall goals of the project, and oversee the process to secure a contractor. Activities necessary to secure a contractor and award the contract include, but are not limited to: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

#### **Deliverables:**

- Bid documents
- Proof of Advertisement
- Award of contract
- Notice to proceed

#### Task 9 Construction Administration

The Grantee, Implementing Agency, or construction management consultant will review construction contractor submittals, answer requests for information, and issue work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include, but are not limited to: documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable.

#### **Deliverable:**

- Notice of Completion

#### Task 10 Monitoring and Maintenance Plan

Develop a Monitoring and Maintenance Plan as described in Paragraph 15 (d) and Exhibit I, “Monitoring and Maintenance Plan Components.” Conduct pre- and post-construction monitoring to verify Project benefits claimed.

#### Deliverables:



- Monitoring and Maintenance Plan
- Technical memorandum for pre-construction site conditions
- Post-construction monitoring report

#### Task 11 Permitting

Obtain and comply with all permits required to implement the Project including a stormwater pollution prevention plan (SWPPP), acquire right-of-way (ROW) encroachment, construction dust control permit, etc. (as-needed). Additional permits may be required and will be obtained as necessary.

##### **Deliverable:**

Copies of all required permits

#### Task 12 Construction/Implementation Activities

Construction of the approximately 156-acre demonstration project. This task includes contractor mobilization, foundation preparation including clearing and grubbing, excavation, and grading for the berm system that is approximately 1.5 miles in length. As needed by a Water Supply Agreement (Task

6) and Final Design (Task 7.5), construction of a gravity water line and/or a pump station to supply water to this demonstration project will be included.

##### **Deliverables:**

Inspection Reports  
Photographic documentation

#### Task 13 Performance Testing and Reporting

As a demonstration project, this project will provide in-field data that will be utilized to inform the design of future phases of north perimeter lake. Following the construction of the demonstration project yearly biological assessments will take place to evaluate the effectiveness of the project on creating habitat. Included as part of the evaluation will be any recommendations to improve the viability of the habitat in future phases. Also included as part of the annual report will be any observations and recommendations that will improve the ongoing operation and maintenance of the berms.

##### **Deliverables:**

Annual Performance Reports



**EXHIBIT B**  
**BUDGET**

**North Lake Demonstration Pilot Project**

<b>BUDGET CATEGORY</b>		<b>Cost Share: Non-State Fund Source*</b>	<b>Grant Amount</b>	<b>Other Cost Share*</b>	<b>Total Cost</b>
(a)	Project Administration	\$0	\$840,000	\$0	<b>\$840,000</b>
(b)	Outreach and Community Engagement	\$0	\$180,000	\$0	<b>\$180,000</b>
(c)	Land Access and Surveys	\$0	\$60,000	\$0	<b>\$60,000</b>
(d)	Planning / Design / Engineering/ Environmental Documentation	\$0	\$6,430,000	\$0	<b>\$6,430,000</b>
(e)	Construction / Implementation	\$0	\$11,740,000	\$0	<b>\$11,740,000</b>
<b>TOTAL COSTS</b>		<b>\$0</b>	<b>\$19,250,000</b>	<b>\$0</b>	<b>\$19,250,000</b>

NOTES:

\* Not required for this grant

**EXHIBIT C**  
**SCHEDULE**

**North Lake Demonstration Pilot Project**

Task		Start Date	End Date
1.0	Project Administration	7/1/2020	12/31/2024
2.0	Outreach and Community Engagement	1/4/2021	10/31/2021
3.0	Land Access and Surveys	1/7/2021	2/28/2022
4.0	Planning/ Design / Engineering / Environmental Documentation	9/1/2020	4/14/2023
5.0	Construction/ Implementation	4/15/2023	9/30/2024

**EXHIBIT D**  
**STANDARD CONDITIONS**

**D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- a) **Separate Accounting of Funding Disbursements:** The Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
- b) **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest-bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- c) **Remittance of Unexpended Funds:** The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

**D.2) ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68) and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

**D.3) AMENDMENT:** This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. The State shall have no obligation to agree to an amendment.

**D.4) AMERICANS WITH DISABILITIES ACT:** By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**D.5) AUDITS:** The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 12, "Default Provisions" or



take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Public Resources Code § 80012, subd. (b))

- D.6)** BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7)** CALIFORNIA CONSERVATION CORPS: The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8)** CEQA: Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10, "Default Provisions."
- D.9)** CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code § 7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code § 5200 et seq.; and
  - b) The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.



- D.10) CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.11) COMPETITIVE BIDDING AND PROCUREMENTS:** The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State under this Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at:  
<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12) COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13) CONFLICT OF INTEREST:** All participants are subject to State and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
  - c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
  - d) **Employees and Consultants to the Grantee:** Individuals working on behalf of the Grantee may be required by California Department of Water Resources to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

- D.14) DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.15) DISPOSITION OF EQUIPMENT:** The Grantee shall provide to the State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory, the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.16) DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
  - b) Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
    - i) The dangers of drug abuse in the workplace,
    - ii) The Grantee's policy of maintaining a drug-free workplace,
    - iii) Any available counseling, rehabilitation, and employee assistance programs, and
    - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
  - c) Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
    - i) Will receive a copy of the Grantee's drug-free policy statement, and
    - ii) Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.
- D.17) EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
- Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.



Failure to provide an easement acceptable to the State may result in termination of this Agreement.

**D.18) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Professional Civil Engineer, that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

**D.19) GRANTEE'S RESPONSIBILITIES:** The Grantee and its representatives shall:

- a) Faithfully and expeditiously perform, or cause to be performed, all project work as described in Exhibit A, "Work Plan" and in accordance with Exhibit B, "Budget" and Exhibit C, "Schedule".
- b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- c) Comply with all applicable California, federal, and local laws and regulations.
- d) Implement the Project in accordance with applicable provisions of the law.
- e) Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
- f) Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
- g) Be solely responsible for design, construction, and operation and maintenance of projects within the Work Plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Grant Agreement.
- h) Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Grant Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

**D.20) GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

**D.21) INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement, shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

**D.22) INDEMNIFICATION:** The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this



Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of this Project and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

- D.23) INDEPENDENT CAPACITY:** The Grantee, and the agents and employees of the Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24) INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- D.25) INSPECTIONS OF PROJECT BY STATE:** The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- D.26) LABOR CODE COMPLIANCE:** The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.27) MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28) NONDISCRIMINATION:** During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital or domestic partner status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its



contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

- D.29) OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30) PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31) PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee to meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.
- D.33) PROJECT ACCESS:** The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34) REMAINING BALANCE:** In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35) REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36) RETENTION:** The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Grant Completion



Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project(s).

- D.37) RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38) SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.39) SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- a) The Grantee, its contractors, or subcontractors have made a false certification, or
  - b) The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40) SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as the State may impose.
- D.41) TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.42) TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 10, “Default Provisions,” the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 10, “Default Provisions.”
- D.43) TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause on thirty (30) days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44) THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45) TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.46) TRAVEL – DAC, EDA, TRIBES PROJECT:** Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement

for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRRM region shall be reimbursed unless prior written authorization is obtained from the State.

- D.47) UNION ORGANIZING:** The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- a) No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
  - b) The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
  - c) The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
  - d) If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.48) VENUE:** The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.49) WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.



EXHIBIT E

AUTHORIZING RESOLUTION ACCEPTING FUNDS

**OFFICIAL  
MINUTE ORDER**  
of the  
**SALTON SEA AUTHORITY  
BOARD OF DIRECTORS MEETING**  
**October 29, 2020**

**ITEM NO.: V.L.C**

**APPROVED ACTION:**

On *motion by Director Estrada* and *second by Director Perez*, the Board authorized Salton Sea Authority's GM/Executive Director to enter into a funding agreement with the California Department of Water Resources to receive a Proposition 68 Local Assistance grant in the approximate amount of \$19,250,000 to implement the SSMP project for a North Lake Pilot Demonstration Project on terms acceptable to the President of the Board and Authority Legal Counsel.

**Approved by the following vote:**

**AYES:** Cardenas, Hanks, Perez, Hewitt, Tortez♦, Plancarte♦, Estrada♦.  
(♦ per SSA bylaws, carrying both votes for their agency in the absence of a second director from that agency)

**NOES:** None

**ABSENT:** Santillanes, Kelley, (2<sup>nd</sup> Director from CVWD not yet appointed)

**Motion Passed: 10-0**

I hereby attest that the foregoing is a true and correct copy of action taken by the Board of Directors of said Salton Sea Authority at a regular meeting thereof duly held and convened on the 29th day of October 2020, at which meeting a quorum of said Board was present and acting throughout.

Dated this 25th day of November 2020.



Linda Thill  
Board Secretary  
Salton Sea Authority

## EXHIBIT F

### REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

#### **QUARTERLY PROGRESS REPORTS**

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A (Work Plan):

- Estimate of percent work complete.
- Milestones or deliverables completed during the reporting period.
- Discussion of work accomplished during the reporting period and submission of deliverables per Exhibit A.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Work anticipated for the next reporting period.
- Updated schedule or budget inclusive of any changes that have occurred.

#### **GRANT COMPLETION REPORT**

The Grant Completion Report shall generally use the following format provided below for each project after completion.

##### **Executive Summary**

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant request.
- Description of actual work completed and any deviations from Exhibit A, "Work Plan". List any official amendments to this Grant Agreement, with a short description of the amendment.

##### **Reports and/or Products**

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Work Plan
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C, "Schedule"

Additional information that may be applicable for projects includes the following:

- As-built drawings
- Final geodetic survey information
- Project photos

## **Cost & Disposition of Funds**

A list showing:

- Summary of Project costs including the following items:
  - Accounting of the cost of project expenditure
  - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

## **Additional Information**

- Benefits derived from the Project, with quantification of such benefits provided.
- Certification from a California Registered Professional Civil Engineer, consistent with Exhibit D, "Standard Conditions" that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
- Submittal schedule for the Post-Performance Report.

## **POST-PERFORMANCE MONITORING REPORT**

The Post-Performance Report (PPR) should be concise and focus on how the Project is actually performing compared to its expected performance; whether the Project is being operated and maintained and providing intended benefits as proposed. The following information, at a minimum, shall be provided:

### **Reports and/or products**

- Header including the following:
  - Grantee Name
  - Implementing Agency (if different from Grantee)
  - Grant Agreement Number
  - Project Name
  - Funding grant source (i.e., 2019 Proposition 1 Grant)
  - Report number
- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.



**EXHIBIT G**  
**REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL**

**Surface and Groundwater Quality Data**

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit F.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website.

CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: [http://www.waterboards.ca.gov/gama/geotracker\\_gama.shtml](http://www.waterboards.ca.gov/gama/geotracker_gama.shtml). If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program.

**Groundwater Level Data**

Grantee shall submit to DWR groundwater level data collected as part of this grant. Water level data must be submitted using the California Statewide Groundwater Elevation Monitoring (CASGEM) online data submission system. Grantee should use their official CASGEM Monitoring Entity or Cooperating Agency status to gain access to the online submittal tool and submit data. If the data is from wells that are not part of the monitoring network, the water level measurements should be classified as voluntary measurements in the CASGEM system. If the grantee is not a Monitoring Entity or Cooperating Agency, please contact your DWR grant project manager for further assistance with data submittal. The activity of data submittal should be documented in appropriate progress or final project reports, as described in Exhibit F. Information regarding the CASGEM program can be found at <http://www.water.ca.gov/groundwater/casgem/>.

## EXHIBIT H

### STATE AUDIT DOCUMENT REQUIREMENTS GUIDELINES FOR GRANTEES

#### **State Audit Document Requirements**

The list below details the documents/records that State Auditors typically reviewed in the event of a Grant Agreement being audited. Grantees should ensure that such records are maintained for each State funded Program/Project. Where applicable, this list of documents also includes documents relating to the Grantee's funding match which will be required for audit purposes.

#### Internal Controls:

1. Organization chart (e.g., Agency's overall organization chart and organization chart for this Grant Agreement's funded project.
2. Written internal procedures and flowcharts for the following:
  - a) Receipts and deposits
  - b) Disbursements
  - c) State reimbursement requests
  - d) State funding expenditure tracking
  - e) Guidelines, policy(ies), and procedures on State funded Program/Project
3. Audit reports of the Grantee's internal control structure and/or financial statements within the last two years.
4. Prior audit reports on State funded Program/Project.

#### State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A list of all bond-funded grants, loans or subventions received from the State.
3. A list of all other funding sources for each Program/Project.

#### Contracts:

1. All subcontractor and consultant contracts and related, if applicable.
2. Contracts between the Grantee, member agencies, and project partners as related to the State funded Program/Project.

#### Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

#### Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips or bank statements showing deposit of the payments received from the State.

3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the Grant Agreement.

Accounting Records:

1. Ledgers showing receipts and cash disbursement entries for State funding.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to reimbursement requests submitted to the State for the Grant Agreement

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Grantee staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Grantee's

Project Files:

1. All supporting documentation maintained in the Program/Project files.
2. All Grant Agreement related correspondence.

## **EXHIBIT I**

### **MONITORING AND MAINTENANCE PLAN COMPONENTS**

#### **Introduction**

- Goals and objectives of project
- Site location and history
- Improvements implemented

#### **Monitoring and Maintenance Plan**

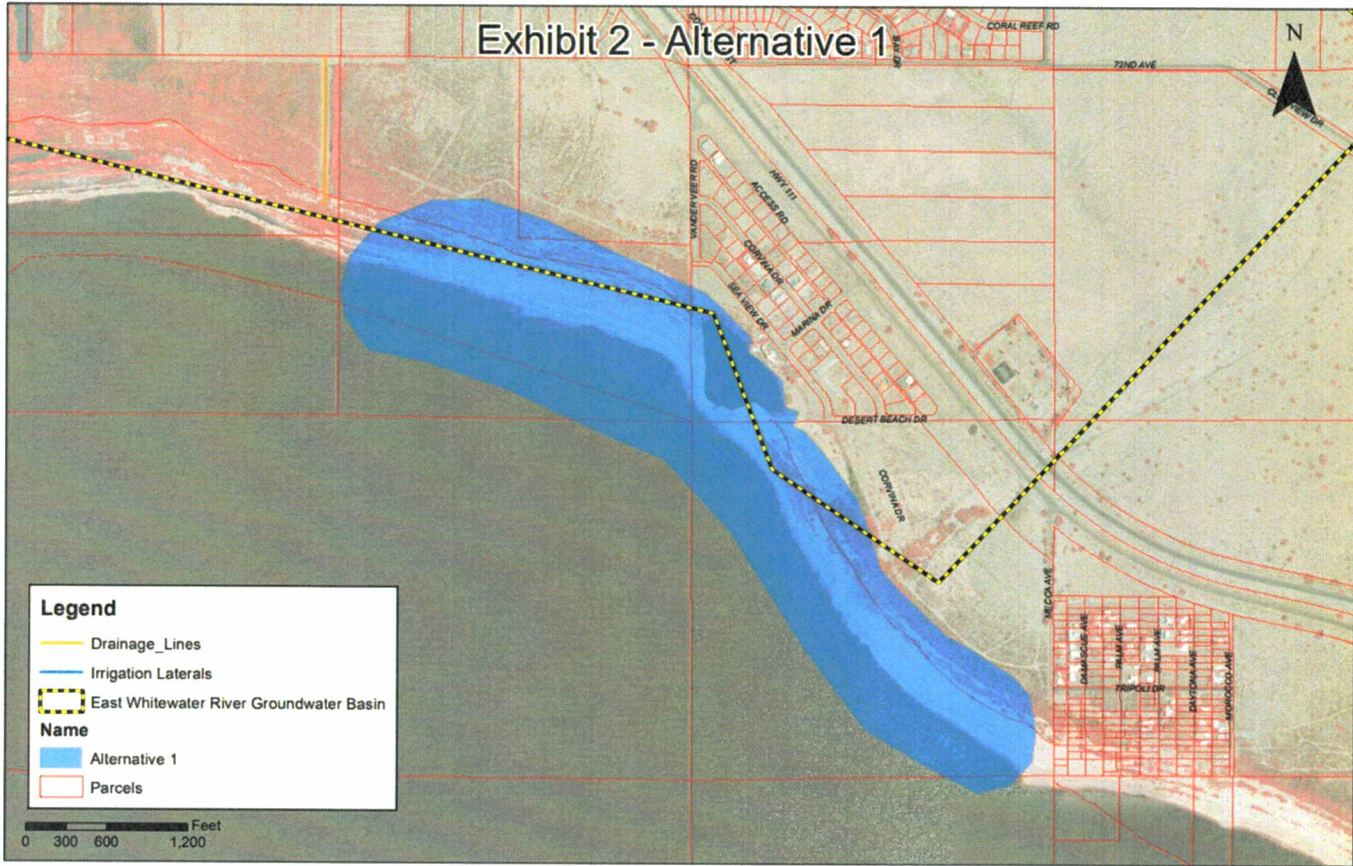
- Monitoring Metrics (ex: Plant establishment, bank erosion, hydraulic characteristics, habitat expansion)
- Maintenance Metrics (ex: irrigation, pest management, weed abatement, continuous invasive species removal until natives established)
- Special Environmental Considerations (ex: resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)
- Performance Measures, or success/failure criteria monitoring results measured against (ex: percent canopy cover after 1, 5, 10 years, water temperature decrease, site specific sediment scour or retention)
- Method of Reporting (ex: paper reports, online databases, public meetings)
- Frequency of Duration Monitoring and Reporting (daily, weekly, monthly, yearly)
- Frequency and Duration of Maintenance Activities
- Responsible Party (who is conducting monitoring and/or maintenance) Implementing responsibility (i.e., who is responsible for monitoring and maintenance)
- Adaptive Management Strategies (i.e., what happens when routine monitoring or maintenance encounters a problem)



Exhibit J

PROJECT PRELIMINARY ALTERNATIVE

LOCATIONS



**“EXHIBIT 2”**

**AMENDED GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA**

**(DEPARTMENT OF WATER RESOURCES)**


**AND SALTON SEA AUTHORITY**

**AGREEMENT NUMBER 4600013991**

**PROPOSITION 68 LOCAL ASSISTANCE GRANT**



**OFFICE MEMO**

<b>TO:</b>   Evon Willhoff	<b>DATE:</b> March 6, 2025
<b>FROM:</b> Melinda Dorin	<b>SUBJECT:</b> Request for Amendment #2 Grant Agreement No. 4600013991

The Salton Sea Authority (Grantee) requests an amendment to Agreement No. 4600013991, Proposition 68, Local Assistance grant agreement; this is the second amendment of this agreement.

This amendment consists of an extension of the grant agreement termination date (Paragraph 2) of the grant agreement.

**Paragraph 2, Term of Grant Agreement**

This amendment extends the termination dates listed in Paragraph 2. The work completion date is extended from March 31, 2025, to December 31, 2025; and the final date to request reimbursement of funds is extended from June 30, 2025 to March 31, 2026.

The Grantee faced several unexpected setbacks, which have impacted the original timeline. Acknowledging these challenges, on September 18, 2024, Amendment 1 was executed to extend the work completion date from December 31, 2024 to March 30, 2025. This allowed the Grantee time to work towards refining the project's scope, schedule, and budget based on updated water supply and geotechnical data. However, additional unexpected technical studies and surveys are needed to verify the feasibility of the project. The Grantee anticipates an amendment before the end of 2025 to update the scope of work, schedule, and budget of the agreement to reflect the revised project design based on technical information gathered to progress the design.

All other Exhibits and terms and conditions of the agreement shall remain the same.

Justification for this amendment is reasonable, and the proposed revisions are consistent with the Grantee's original proposal, the Proposition 68 California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018.

**Attachments:**

- Written request from Grantee
- Draft amendment
- Attachment

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This request for amendment is approved.




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Melinda Dorin  
Salton Sea Restoration Office Program Manager I  
DWR Executive Division

Written Request from Grantee



March 4, 2025

Evon Willhoff  
Acting Assistant Deputy Director for Salton Sea Restoration  
Department of Water Resources  
PO Box 942836  
Sacramento, CA 94236-0001

Dear Ms. Willhoff,

I am writing on behalf of the Salton Sea Authority (Authority) to request an amendment to the "Grant Agreement Between the State of California (Department of Water Resources) and Salton Sea Authority Agreement Number 4600013991 Proposition 68 Local Assistance Grant" (Grant). Pursuant to Section D.3 of "Exhibit D Standard Conditions," we respectfully ask that Item 2. TERM OF AGREEMENT be revised to reflect a new expiration date of December 31, 2025.

The project has faced several unexpected setbacks, which have impacted the original timeline. Acknowledging these challenges, on September 16, 2024 the State provided an initial extension until March 30, 2025. This allowed the Grantee and Implementing Agency time to refine the project's scope, schedule, and budget based on updated water supply and geotechnical data.

Currently, we are investigating the feasibility of this revised project concept, focusing on the seasonal variability of water supply and the impact of protected species in the project area wetlands. With the State team's assistance, The requested extension should provide the Authority and Riverside County with additional time to address these critical issues, assess the financial resources needed to complete the project, while seeking the necessary additional State funding, all vital to the project's ultimate success.

According to the schedule provided by DUDEK, our engaged engineer (see attached), and assuming positive outcomes from the ongoing additional work and active engagement from all partner agencies, we are targeting for the preconstruction phase - including Final Design Documents, Supplemental CEQA, Permitting, and right-of-way and land acquisitions - to be completed by September 2026.

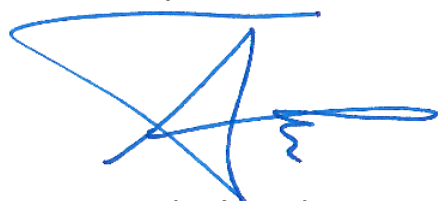
82500 Highway 111, Suite 4  
Indio, CA 92201  
Phone: 760.565.3100  
[info@saltonsea.com](mailto:info@saltonsea.com) <http://saltonsea.com>

Evon Willhoff  
Department of Water Resources  
March 4, 2024  
Page 2 of 2

The Authority, as Grantee, and Riverside County, as Implementing Agency, remain committed to the significant environmental and community benefits this project will deliver. Despite the frustrating delays, we are making substantial progress, and community support continues to grow. Granting this extension would further demonstrate the State's support for this critical local initiative.

Thank you for your ongoing support. We eagerly await your positive response to this request.

Sincerely,

A handwritten signature in blue ink, appearing to be "G. Patrick O'Dowd", written over a horizontal line.

G. Patrick O'Dowd  
Executive Director / General Manager  
Salton Sea Authority

Draft Amendment

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER  
RESOURCES) AND  
SALTON SEA AUTHORITY  
AGREEMENT NUMBER 4600013991  
PROPOSITION 68 LOCAL ASSISTANCE GRANT**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and Salton Sea Authority, a joint powers authority in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68) to Grantee to assist in financing a project pursuant to Public Resources Code section 80110, subd. (a).
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is initially executed by the State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by ~~March 31, 2025~~ **December 31, 2025** and no funds may be requested after ~~June 30, 2025~~ **March 31, 2026**.
3. GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$19,250,000.
4. GRANTEE'S RESPONSIBILITY. Grantee and its representatives shall:
  - a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) with specific deliverables and in accordance with Exhibit B (Budget) and Exhibit C (Schedule). Any deviations to deliverables, budget changes or schedules targets will be approved by DWR pursuant to Paragraph D.3 in Exhibit D, "Standard Conditions"
  - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the documents, amendments, and communications filed in support of its request for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 financing.
  - c) Comply with all applicable California laws and regulations.
  - d) Implement the project in accordance with applicable provisions of the law.
  - e) Fulfill its obligations under the Grant Agreement and be responsible for the performance of the project.
5. BASIC CONDITIONS. The State shall have no obligation to disburse money for the project under this Grant Agreement until the Grantee has satisfied the following conditions:
  - a) The Grantee submits deliverables as specified in Paragraph 15 of this Grant Agreement and in Exhibit A.
  - b) Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State:
    - 1) Final plans and specifications certified, signed, and stamped by a California Registered Professional Civil Engineer for the project listed in Exhibit A of this Grant Agreement.

**Grant Agreement 4600013991  
Amendment 2  
Under Proposition 68 Local Assistance Grant  
State of California  
Natural Resources Agency  
Department of Water Resources  
Agreement Between the State of California  
Department of Water Resources  
and the Salton Sea Authority**

**This amendment to Agreement 4600013991 is made on 3/14/2025. The agreement is amended as follows:**

**Agreement: Paragraph 2**

The Agreement work completion date is extended to December 31, 2025, and the final date to request reimbursement is extended to March 31, 2026, in Paragraph 2, TERM OF FUNDING AGREEMENT (attached).

All other terms and conditions of the agreement shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date first written above.

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

Salton Sea Authority

Evon Willhoff

Evon Willhoff, Lead Manager  
Executive Division

G. Patrick O'Dowd

G. Patrick O'Dowd  
Executive Director/General Manager

Date 3/14/2025

Date 3/14/2025

Approved as to Legal Form and Sufficiency

Cathy Cavanaugh

Catherine Cavanaugh, Attorney V  
Office of General Counsel

Date 3/23/2025

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER  
RESOURCES) AND  
SALTON SEA AUTHORITY  
AGREEMENT NUMBER 4600013991  
PROPOSITION 68 LOCAL ASSISTANCE GRANT**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and Salton Sea Authority, a joint powers authority in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

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2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is initially executed by the State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by December 31, 2025 and no funds may be requested after March 31, 2026.
3. GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$19,250,000.
4. GRANTEE'S RESPONSIBILITY. Grantee and its representatives shall:
  - a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) with specific deliverables and in accordance with Exhibit B (Budget) and Exhibit C (Schedule). Any deviations to deliverables, budget changes or schedules targets will be approved by DWR pursuant to Paragraph D.3 in Exhibit D, "Standard Conditions"
  - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the documents, amendments, and communications filed in support of its request for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 financing.
  - c) Comply with all applicable California laws and regulations.
  - d) Implement the project in accordance with applicable provisions of the law.
  - e) Fulfill its obligations under the Grant Agreement and be responsible for the performance of the project.
5. BASIC CONDITIONS. The State shall have no obligation to disburse money for the project under this Grant Agreement until the Grantee has satisfied the following conditions:
  - a) The Grantee submits deliverables as specified in Paragraph 15 of this Grant Agreement and in Exhibit A.
  - b) Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State:
    - 1) Final plans and specifications certified, signed, and stamped by a California Registered Professional Civil Engineer for the project listed in Exhibit A of this Grant Agreement.
    - 2) Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:





**MEMO**

TO: Salton Sea Authority Board of Directors and G. Patrick O'Dowd  
FROM: Lisa Moore  
RE: Federal Report  
DATE: May 19, 2025

**Army Corps of Engineers/Salton Sea Imperial Streams Feasibility Study**

As noted in my last update, we have been engaged with the Army Corps leadership concerning our partnership with the Corps as joint sponsors of the Salton Sea Imperial Streams Feasibility Study which will enable the Corps to fund 65% of long range Salton Sea management. The Authority secured \$3.8 million in the Corps' most recent funding work plan for this work.

While it was originally indicated that this amount would provide sufficient funding of this work through FY26, we conducted several calls with the Corps LA District this month wherein they indicated they have the capability to spend an additional \$1.67 million in FY26. Learning of that, the Authority submitted FY26 appropriations requests for this amount in the Senate and House.

As part of this process, formal expressions of community support are required, which may take the form of resolutions or letters. The draft resolution provided in your packet is needed to further this appropriations request.

**Relevant Nominations**

The Senate Energy Committee considered the nomination of Andrea Travnicsek for Assistant Secretary for Water and Science, the lead political appointee at the Department of the Interior with responsibility for Colorado River matters. Ms. Travnicsek served as the Director of Water Resources in North Dakota for then-Governor Burgum (now Interior Secretary), as well as serving at Interior in the first Trump administration. In her nomination hearing, Ms. Travnicsek indicated the Colorado River guidelines will be top priority for her once confirmed. Her nomination was approved by the Committee and her nomination now awaits full Senate consideration. Confirmation is expected.

The Senate Committee on Environment and Public Works (EPW) considered the nomination of Adam Telle to serve as the Army Assistant Secretary for Civil Works, the lead political appointee for the U.S. Army Corps of Engineers. Senator Padilla's staff requested and we provided background on our Corps study to inform the Senator's engagement with the nominee. Telle is Chief of Staff to Senator Hagerty (R-Tenn.). Telle's nomination awaits further EPW consideration and full Senate consideration.