

Salton Sea Authority

**AGENDA:** **BOARD OF DIRECTORS MEETING**  
**DATE:** **Thursday, March 26, 2015**  
**10:00 a.m.**  
**LOCATION:** **Imperial Irrigation District**  
**Bill Condit Auditorium**  
**1285 Broadway Avenue**  
**El Centro, CA 92243**  
**(760) 482-9618**

**I. CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**BOARD ATTENDEES BY TELECONFERENCE**

Director John Renison will be participating via teleconferencing from The Dunpont Circle Hotel, 1500 New Hampshire Avenue NW, Washington, D.C.; Telephone (760) 604-5030.

**II. PUBLIC COMMENTS**

*Any member of the public may address and ask questions of the Board relating to any matter within the Authority's jurisdiction. This time is reserved for matters not already on the Agenda. Remarks shall be limited to a maximum of three (3) minutes unless additional time is authorized by the Board.*

**III. BOARD MEMBER COMMENTS**

*This is the time set aside for any Board Member to ask questions or address any issue posed by a member of the public.*

**IV. CONSENT CALENDAR – Approve, Receive, and File (see attached)**

- A. Minutes of February 19, 2015
- B. Warrant Register Ratification for: 2/01/2015 – 2/28/2015
- C. Internal Financial Report for: 7/01/2014 – 2/28/2015
- D. Auditor Retention

**V. PRESENTATION**

- A. Water Resources Institute (Boykin Witherspoon)

**VI. REPORTS**

- A. General Manager's Report on Activities (Roger Shintaku)
  - 1. Desert Cahuilla Wetlands Project Torres Martinez
  - 2. Geotube Proposal
  - 3. Committee Descriptions
  - 4. Infrastructure Finance District (IFD)
- B. Legislative Update Report (Roger Shintaku, *et al.*)
- C. Update on Activities: Funding and Feasibility Action Plan Report (Roger Shintaku and Tetra Tech)
- D. Salton Sea Action Committee (SSAC) (Juan DeLara/Paul Quill)
- E. Legal Counsel Report (Bob Hargreaves)

**VII. NEW BUSINESS**

- A. Water Resources Institute Contracts
- B. Presentation of Proposed Draft of FY 2015-2016 Salton Sea Authority Budget

**VIII. CLOSED SESSION**

- A. Public Employee Review
  - 1. Title: General Manager

**IX. ADJOURNMENT**

**NEXT MEETING TIME & LOCATION:**

Thursday, April 23, 2015

10:00 a.m.

**Coachella Valley Water District  
Steve Robbins Administration Building  
75515 Hovley Lane East  
Palm Desert, CA 92260  
(760) 398-2651**

*Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection in the lobby at the front desk of the Work Force Development center located at 44-199 Monroe Street, Indio, CA 92201.*

**OFFICIAL PROCEEDINGS**  
**SALTON SEA AUTHORITY**  
**BOARD OF DIRECTORS SPECIAL MEETING**  
**February 19, 2015**

I. **CALL TO ORDER**

The regular meeting of the Salton Sea Authority (Authority) Board of Directors (Board) was called to order by Director Benoit, President, at 10:02 a.m., February 19, 2015, at Coachella Valley Water District, Steve Robbins Administration Building, 75515 Hovley Lane East, Palm Desert, CA 92260, (760) 398-2651.

**PLEDGE OF ALLEGIANCE**

Director Ashley led the Pledge of Allegiance

**BOARD MEMBERS PRESENT**

John J. Benoit, President  
Matt Dessert, Secretary  
G. Patrick O'Dowd, Treasurer  
Marion Ashley, Director  
Thomas Tortez, Director

**AGENCY**

Riverside County  
Imperial Irrigation District  
Coachella Valley Water District  
Riverside County  
Torres Martinez Desert Cahuilla

*In keeping with the Salton Sea Authority Bylaws, there being at least three of the five member agencies represented, and a single Director carrying the vote of both Directors when the second Director of the same agency is absent, a Quorum was declared, and the meeting proceeded.*

**BOARD MEMBERS ABSENT**

Ryan E. Kelley, Vice President  
Frank Durgin, Director  
Cástulo R. Estrada, Director  
James C. Hanks, Director  
John Renison, Director

**AGENCY**

Imperial County  
Torres Martinez Desert Cahuilla  
Coachella Valley Water District  
Imperial Irrigation District  
Imperial County

**BOARD MEMBERS PARTICIPATING  
VIA TELECONFERENCE**

None

**AGENCY**

**SALTON SEA AUTHORITY STAFF PRESENT**

Roger Shintaku, General Manager  
Bill Brownlie, Tetra Tech, Consultant  
Bob Hargreaves, Legal Counsel  
Gloria Sampson, Accountant Consultant  
J. Andrew Schlange, Consultant  
Linda Seroy, Administrative Assistant, Recording Secretary

**ALSO IN ATTENDANCE**

Phil Rosentrater  
Tom Sephton  
Gregor Yanega  
Alida Cantor  
Juan DeLara  
Harvey Niskala  
Alberto Ramirez  
Paul Quill  
Patricia Taber  
Brad Donais  
Doug Veirs  
Louis Davis  
John Cover  
Pat Cooper  
Gloria Rivera

**AGENCY**

Riverside County EDA  
Sephton Water  
UC Irvine – Salton Sea Initiative  
Clark University  
Federated, SSAC  
GLC Enterprises  
Torres Martinez Tribe  
Salton Sea Action Committee (SSAC)  
Bureau of Indian Affairs  
Heptagon Seven, SSAC  
Salton Sea Action Committee (SSAC)  
Southern California Edison (SCE)  
John L. Cover & Associates  
Supervisor Benoit’s Office  
Imperial Irrigation District (IID)

**CALL-IN PARTICIPANTS**

Scott Haase  
Brett Oakleaf

**AGENCY**

National Renewable Energy Laboratory  
National Renewable Energy Laboratory

**II. PUBLIC COMMENTS**

There were no public comments.

**III. BOARD MEMBER COMMENTS**

There were no Board member comments.

**IV. CONSENT CALENDAR**

A. Minutes of January 22, 2015 meeting

*Director O’Dowd requested a modification to the minutes to clarify that he was speaking as a representative of CVWD, not on behalf of the entirety of CVWD; he asked to include Director Estrada’s question, “whether other QSA participants had agreed to the petition?”*

B. Warrant Register Ratification for: 1/1/2015 – 1/31/2015

C. Internal Financial Report for: 7/1/2014 – 1/31/2015

*Director Ashley moved that the consent calendar be approved with the modifications presented by Coachella Valley Water District. Seconded by Director Tortez. The motion passed with Director Dessert opposed: comments noted for the record: "There was additional discussion at the time about communications and outreach to other partners in the QSA. Even though, at the time of last month's meeting, there were no letters of support, we are still progressing toward those ends. And with the State responding back to our request for a workshop, and it being granted, that seems to have changed the playing field as to how we need to represent ourselves with regard to efforts at the Salton Sea."*

## V. REPORTS

### A. General Manager's Report on Activities (Roger Shintaku)

1. Desert Cahuilla Wetlands Project Torres Martinez
2. Geotube Proposal

Mr. Shintaku reported significant progress on both of these.

### B. Legislative Update Report (Phil Rosentrater)

Mr. Rosentrater reported on the distribution of the Authority's Board-approved Legislative Platform, Assemblyman Garcia's AB 197, and the Assembly Parks and Wildlife Committee oversight hearing regarding the Proposition 1 Water Bond.

In answer to Mr. Rosentrater's request for input regarding AB 197, the consensus of the Board was not to weigh in pro or con on the 50% RPS.

\* While on this topic, discussion was rolled into Agenda Item V.E.1 regarding drafting a letter of support for the 50% RPS. \*

Following up on last meeting's suggestion that the Authority write a letter to the Governor in support of removing some of the disadvantages on geothermal energy if the RPS is changed: today's discussion determined that this draft should not make a statement about what standard should be set regarding percentage or year, but that whatever standard is set should include geothermal (and hydro) on an equitable basis with other renewables. Director Benoit asked Mr. Hargreaves to draft a letter and bring it back next month for Board review. \* End of V.E.1 discussion. \*

### C. Update on Activities: Funding and Feasibility Action Plan Report (Roger Shintaku and Tetra Tech)

Bill Brownlie gave a Tetra Tech status report on the benchmarks and grants status, including the release by the State of the requested soils report.

Scott Haase, of US Department of Energy National Renewable Energy Labs (NREL) gave an NREL status report.

### D. Salton Sea Action Committee (SSAC) and Infrastructure Financing District (IFD) Formation (Juan DeLara/Paul Quill)

Mr. De Lara reported on the boat ramp dredging project and on IFD committee activities. The SSAC Board asked the Authority, in accordance with SB 628, to put together a body that would put together the IFD plan.

E. Legal Counsel Report (Bob Hargreaves)

1. Draft letter of support for 50% RPS for discussion.  
\* This discussion took place under agenda item V.B, which see. \*
2. Discussion regarding Imperial Irrigation District's petition

Mr. Hargreaves reported that the Authority's letter to the State Water Resources Control Board (SWRCB), in support of IID's petition, was sent out as directed by the Board at the January meeting.

Regarding SWRCB's March 18 workshop, Mr. Hargreaves turned the lead over to Director Dessert to elaborate on IID's involvement. Director Dessert read into the record a paragraph that they would like to see incorporated into the overall statement: "The results of the Salton Sea Authority's restoration planning work to date confirm that full restoration is feasible through collaboration, but these efforts have not yet led to the completion of a consensus-based restoration plan that recognizes the need for a smaller but sustainable Sea nor have those efforts resulted in the funding of a restoration plan by the State. IID would like to coordinate with the Salton Sea Authority to ensure that these points are highlighted in written comments and before the State Water Resources Control Board staff and members at the workshop. We will be in contact with Bob and other key Salton Sea Authority staff members following this meeting."

Director Benoit will speak on behalf of the Authority at the SWRCB workshop.

**VI. CURRENT BUSINESS**

- A. The Fiscal Year 2014/2015 Administrative Budget Mid-Year Review was presented by Gloria Sampson, the Authority's accountant.

*Director Ashley moved to accept and file the mid-year budget review. Motion carried unanimously.*

- B. Fiscal Year 2014/2015 Administrative Budget Transfers were presented to the Board by Gloria Sampson.

*Director Dessert moved to approve the budget transfers. Motion carried unanimously.*

**VII. NEW BUSINESS**

- A. Establish Board Committees  
No action was taken. Board members were invited to submit comments to Mr. Shintaku or Director Benoit toward finalizing committee wording for next meeting.

**VIII. CLOSED SESSION**

- A. Public Employee Review  
1. Title: General Manager

**Postponed** until after establishment of Personnel committee; allow committee to meet and bring back a recommendation regarding the Manager's review.

**IX. ADJOURNMENT**

There being no further business, Director Benoit adjourned the meeting at 11:46 a.m.

**NEXT MEETING TIME & LOCATION:**

Thursday, March 26, 2015

10:00 a.m.

Imperial Irrigation District

Bill Condit Auditorium

1285 Broadway Avenue

El Centro, CA 92243

(760) 482-9618

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**Warrant Register**  
**February 1, 2015 through February 28, 2015**

*Salton Sea Authority*

<b>Warrant Date</b>	<b>Warrant Number</b>	<b>Vendor Name</b>	<b>Amount</b>
02/01/15	EFT	Rabobank Credit Card	\$ 2,396.03
02/01/15	15592	OfficeMax	379.51
02/01/15	15593	Perez, Juan Murillo	624.00
02/01/15	15594	Sampson, Gloria J Accounting	5,705.50
02/01/15	15595	Schlange, J Andrew	5,650.06
02/01/15	15596	Southwest Networks	95.00
02/01/15	15597	Sampson, Gloria J Accounting 214	742.50
02/01/15	15598	Sampson, Gloria J Accounting 215	675.00
02/09/15	EFT	Verizon California	113.30
02/14/15	EFT	Rabobank Credit Card	3,000.00
02/17/15	15599	Best, Best & Krieger	5,065.20
02/17/15	15600	Perez, Juan Murillo	624.00
02/17/15	15601	Southwest Networks	23.75
02/20/15	EFT	Rabobank Credit Card	1,463.24
02/23/15	EFT	Verizon Wireless	194.16
02/26/15	EFT	Rabobank Credit Card	1,042.96
<b>Total \$</b>			<b>27,794.21</b>

**Salton Sea Authority**  
**Balance Sheet by Fund**  
As of February 28, 2015

2:22 PM  
03/13/15  
Accrual Basis

	101 General	214 Wetlands Grant	215 Funding Feasibility Review	702 Fish Clean Up Trust	TOTAL
<b>ASSETS</b>					
Current Assets					
Checking/Savings					
0001010 · Cash - Checking	60,244.42	-43,410.86	-14,459.87	0.00	2,373.69
0001011 · Cash - Money Market	307,548.93	47,569.19	0.00	20,991.43	376,109.55
0001012 · Cash - RivCo Fund	45,516.69	0.00	0.00	0.00	45,516.69
0001015 · Cash - Petty Cash	200.00	0.00	0.00	0.00	200.00
Total Checking/Savings	413,510.04	4,158.33	-14,459.87	20,991.43	424,199.93
Accounts Receivable					
0001210 · Accounts Receivable	10,000.00	67,670.21	182,192.27	0.00	259,862.48
Total Accounts Receivable	10,000.00	67,670.21	182,192.27	0.00	259,862.48
Other Current Assets					
0001330 · Travel Advances	69.70	0.00	0.00	0.00	69.70
Total Other Current Assets	69.70	0.00	0.00	0.00	69.70
Total Current Assets	423,579.74	71,828.54	167,732.40	20,991.43	684,132.11
<b>TOTAL ASSETS</b>	<b>423,579.74</b>	<b>71,828.54</b>	<b>167,732.40</b>	<b>20,991.43</b>	<b>684,132.11</b>
<b>LIABILITIES &amp; EQUITY</b>					
Liabilities					
Current Liabilities					
Accounts Payable					
0002010 · Accounts Payable	23,912.16	100,219.01	172,636.29	0.00	296,767.46
Total Accounts Payable	23,912.16	100,219.01	172,636.29	0.00	296,767.46
Credit Cards					
0002015 · Credit Card Payable	261.59	0.00	0.00	0.00	261.59
Total Credit Cards	261.59	0.00	0.00	0.00	261.59
Total Current Liabilities	24,173.75	100,219.01	172,636.29	0.00	297,029.05
Total Liabilities	24,173.75	100,219.01	172,636.29	0.00	297,029.05
Equity					
0003009 · Fund Balance	113,043.14	-74,163.67	0.00	20,991.43	59,870.90
Net Income	286,362.85	45,773.20	-4,903.89	0.00	327,232.16
Total Equity	399,405.99	-28,390.47	-4,903.89	20,991.43	387,103.06
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>423,579.74</b>	<b>71,828.54</b>	<b>167,732.40</b>	<b>20,991.43</b>	<b>684,132.11</b>

**Salton Sea Authority**  
**Revenue & Expenditure by Fund**  
 July 2014 through February 2015

2:23 PM  
 03/13/15  
 Accrual Basis

	101 General	214 Wetlands Grant	215 Funding Feasibility Review	TOTAL
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
0004660 · State of California Grants	0.00	67,670.21	460,981.27	528,651.48
0004662 · Local Gov/Member Assessments	610,000.00	0.00	0.00	610,000.00
0004710 · Pooled Cash Allocated Interest	765.90	0.00	0.00	765.90
<b>Total Income</b>	610,765.90	67,670.21	460,981.27	1,139,417.38
<b>Expense</b>				
1020000 · SSA ADMINISTRATION				
1025010 · Salaries				
Salaries - GM	53,339.66	0.00	0.00	53,339.66
Salaries - Admin Support A	21,431.52	0.00	612.14	22,043.66
<b>Total 1025010 · Salaries</b>	74,771.18	0.00	612.14	75,383.32
1025500 · Employee Benefits	34,490.99	0.00	144.65	34,635.64
1026010 · Contract Svc/Attorney				
Contract Svc/Attorney - Genera	16,076.22	0.00	0.00	16,076.22
Contract Svc/Attorney - Legals	3,787.40	0.00	0.00	3,787.40
<b>Total 1026010 · Contract Svc/Attorney</b>	19,863.62	0.00	0.00	19,863.62
1026050 · Contract Svc/Professional				
Contract Svc/Prof - Finance	38,421.00	0.00	0.00	38,421.00
Contract Svc/Prof - Adm Sup B	9,329.55	0.00	0.00	9,329.55
Contract Svc/Prof - Adm Sup D	9,999.00	0.00	0.00	9,999.00
<b>Total 1026050 · Contract Svc/Professional</b>	57,749.55	0.00	0.00	57,749.55
1026060 · Contract Svc/WRI,Archive Mgmt	0.00	0.00	0.00	0.00
1026090 · Contract Svc/Technical	48,262.50	0.00	0.00	48,262.50
1026095 · Contract Svc/Equipment Maint	4,281.25	0.00	0.00	4,281.25
1026096 · Contract Svc/Equipment Lease	174.98	0.00	0.00	174.98
1026120 · Insurance	9,621.22	0.00	0.00	9,621.22
1026350 · Communications	2,684.53	0.00	0.00	2,684.53
1026370 · Travel/Meetings	17,445.88	0.00	0.00	17,445.88
1026410 · Mileage Reimbursement	267.68	0.00	0.00	267.68
1026439 · Publications, Subscrip, Dues	3,528.40	0.00	0.00	3,528.40
1026450 · Postage, Mail	710.53	0.00	0.00	710.53
1026470 · Printing Services	3,321.93	0.00	0.00	3,321.93
1027030 · Office Exp/Operating Supplies	1,680.28	0.00	0.00	1,680.28
1027035 · Office Exp/Online Services	1,393.06	0.00	0.00	1,393.06
1028551 · Capital Equipment <\$5,000	6,566.04	0.00	0.00	6,566.04
<b>Total 1020000 · SSA ADMINISTRATION</b>	286,813.62	0.00	756.79	287,570.41
1030000 · COMMUNITY & PUBLIC OUTREACH				
1036010 · Attorney Services	0.00	0.00	0.00	0.00
1036054 · Government Relations	0.00	0.00	0.00	0.00
<b>Total 1030000 · COMMUNITY &amp; PUBLIC OUTREACH</b>	0.00	0.00	0.00	0.00
6020000 · WETLANDS GRANT ADMINISTRATION				
6025010 · Salaries	17,016.60	0.00	0.00	17,016.60
6025500 · Employee Benefits	3,999.26	0.00	0.00	3,999.26
6026010 · Contract Svc/Attorney	2,830.60	0.00	0.00	2,830.60
6026011 · Contract Svc/J Schiange	656.25	0.00	0.00	656.25
6026013 · Contract Svc/Accountant	9,270.00	0.00	0.00	9,270.00
6026370 · Travel/Meetings	2,334.13	0.00	0.00	2,334.13

**Salton Sea Authority**  
**Revenue & Expenditure by Fund**  
 July 2014 through February 2015

2:23 PM  
 03/13/15  
 Accrual Basis

	101 General	214 Wetlands Grant	215 Funding Feasibility Review	TOTAL
Total 6020000 · WETLANDS GRANT ADMINISTRATION	36,106.84	0.00	0.00	36,106.84
6040000 · WETLANDS GRANT TECHNICAL				
6046015 · Contract Svcs/AMEC - Permitting	0.00	971.50	0.00	971.50
6046040 · Contract Svcs/Design	966.59	20,925.51	0.00	21,892.10
Total 6040000 · WETLANDS GRANT TECHNICAL	966.59	21,897.01	0.00	22,863.60
6050000 · FUNDING/FEASIBILITY ADMIN				
6055010 · Salaries	0.00	0.00	166.48	166.48
Salaries - Admin Support 215	0.00	0.00	9,765.10	9,765.10
Salaries - GM 215				
Total 6055010 · Salaries	0.00	0.00	9,931.58	9,931.58
6055500 · Employee Benefits	0.00	0.00	2,392.43	2,392.43
6056010 · Contract Svcs/Attorney	0.00	0.00	4,752.00	4,752.00
6056011 · Contract Svcs/J Schlange	0.00	0.00	656.25	656.25
6056013 · Contract Svcs/Accountant	0.00	0.00	4,050.00	4,050.00
Total 6050000 · FUNDING/FEASIBILITY ADMIN	0.00	0.00	21,782.26	21,782.26
6060000 · FUNDING/FEASIBILITY TECHNICAL				
6066016 · Contract Svcs/TetraTech \$1.7	0.00	0.00	443,346.11	443,346.11
Total 6060000 · FUNDING/FEASIBILITY TECHNICAL	0.00	0.00	443,346.11	443,346.11
6070000 · INFRASTRUCTURE FINANCE DISTRICT				
6076010 · Contract Services/Attorney	516.00	0.00	0.00	516.00
Total 6070000 · INFRASTRUCTURE FINANCE DISTRICT	516.00	0.00	0.00	516.00
Total Expense	324,403.05	21,897.01	465,885.16	812,185.22
Net Ordinary Income	286,362.85	45,773.20	-4,903.89	327,232.16
Net Income	286,362.85	45,773.20	-4,903.89	327,232.16

## Commission Memorandum

**To:** Salton Sea Authority Board of Directors  
**From:** Roger Shintaku, General Manager  
**Date:** March 26, 2015  
**Subject:** Auditor Retention  
**CM No.** IV.D – 3/26/2015

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### GENERAL:

It is time to consider the CPA firm engagement for audit of the fiscal year ending 6/30/15. You may recall that last year the Salton Sea Authority Board of Directors requested that an RFP be disseminated for audit services. That was done, the responses were evaluated, and Salton Sea Authority Staff recommended again retaining the firm of Mayer Hoffman McCann (MHM) which has performed the Salton Sea Authority's audits for several years.

The Board of Directors approved Staff's recommendation to engage MHM for the year ended 6/30/14. Future engagement was subject to review of recent legislation, AB 1345, which places restrictions on using the same audit firm for multiple years. Salton Sea Authority Staff researched AB 1345 and circulated a Memo of its findings dated May 27, 2014. A copy of the Memo is attached for reference. AB 1345, Section 12410.6 (b) allows a local agency to continue the use of the same audit firm for six years, commencing with fiscal year ending June 30, 2014. As of fiscal year ending June 30, 2020 either a new partner in the same firm must be given primary responsibility for the audit or a new audit firm engaged.

MHM submitted a proposal covering fiscal years ending 6/30/14 through 6/30/19. The fee is \$9,000 for Year 1, increasing to \$9,934 for Year 5. MHM included provision for an additional charge of \$3,000 per year per program for any single-audits required. Based on the excellent service that MHM has provided over the past years, the fact that they are a large firm that is able to provide us with new audit staff (i.e. a fresh set of eyes) each year, Salton Sea Authority Staff recommends that the Salton Sea Authority Board of Directors approve engaging MHM through 6/30/19, the remainder of the proposal period.

It should also be noted that changing audit firms will incur significant staff expense as we work to educate and inform a new firm about the Salton Sea Authority.

### RECOMMENDATION:

The Salton Sea Authority Staff recommends that the Salton Sea Authority Board retain Mayer Hoffman McCann and approve their proposal.

Respectfully submitted,

Roger Shintaku  
General Manager

Attachment: May 27, 2014 Memo: AB 1345 Local  
Government Audits

# Memo

**To:** Salton Sea Authority Board  
**From:** Gloria Sampson, Contract Accountant  
**Date:** May 27, 2014  
**Re:** AB 1345 Local Government Audits

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At its meeting on May 22, 2014 the Board of Directors approved engaging the firm of Mayer Hoffman McCann (MHM) to perform the audit of fiscal year ending 6/30/14. However, a question was raised as to the presence of legislation that may conflict with that engagement.

On September 7, 2012 the Governor approved AB 1345 which speaks, in part, to the limits for continued use of the same audit firm by a local government agency. Section 12410.6 (b) was added as follows:

(b) Commencing with the 2013–14 fiscal year, a local agency shall not employ a public accounting firm to provide audit services to a local agency if the lead audit partner or coordinating audit partner having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for that local agency for six consecutive fiscal years. For purposes of calculating the six consecutive fiscal years, the local agency shall not take into account any time that a public accounting firm was employed by that local agency prior to the 2013–14 fiscal year. The Controller may waive this requirement if he or she finds that another eligible public accounting firm is not available to perform the audit.

Therefore, the Salton Sea Authority may engage the firm of Mayer Hoffman McCann for audit services through fiscal year ending 6/30/19 without any changes required. Beginning with fiscal year ending 6/30/20 the Authority would be required to engage a different firm or, if continuing to engage MHM, then MHM would be required to use different Partners for the audit.

As noted previously, it has been our experience that MHM does not regularly assign the same staff to the Authority's audits so we receive the benefit of a fresh perspective within the audit team each year.

## Commission Memorandum

**To:** Salton Sea Authority Board of Directors  
**From:** Roger Shintaku, General Manager  
**Date:** March 26, 2015  
**Subject:** Water Resources Institute Presentation  
**CM No.** V.A – 3-26-15

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### **GENERAL:**

Mr. Boykin Witherspoon of the Water Resources Institute at California State University San Bernardino will make a presentation to the Salton Sea Authority Board of Directors regarding the Water Resources Institute.

Respectfully,

Roger Shintaku  
General Manager

# Staff Report

**To:** Salton Sea Authority Board  
**From:** Phil Rosentrater, Deputy Director, Riverside County EDA  
**Date:** March 26, 2015  
**Subject:** **VI.B - Legislative Update**

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Staff from member agencies of the Salton Sea Authority are coordinating a unified response to threats and opportunities in the legislative arena at both the state and federal levels.

SSA and its member agencies jointly engaged in the following activities to drive legislative and policy initiatives supported by the Salton Sea Authority Board of Directors:

## **Federal**

- Renewable Energy: Federal/Local Government revenue sharing: Energy or Mineral Extraction on federal lands
  - While in Washington, DC in last week of February, SSA and partner agencies met with DOE, DOE and EPA as well as staff and members from relevant Senate and Representative offices
- Funding for Salton Sea: Appropriations from existing BOR authorization: Revolving Loan Fund
  - SSA GM met with officials from US BOR to discuss this fund as well as other SSA priorities and projects
- Funding for Salton Sea: Appropriations from existing WRDA authorization: ACOE
  - SSA GM met with Army Corps officials in Washington DC to discuss budget concerns related to the existing \$30 M WRDA authorization for Salton Sea

## **State**

- Renewable Energy: State Renewable Energy Portfolio Standard: Equitable cost
  - SSA to consider letter to Gov Brown raising concerns about RPS expansion to 50% in 15 years (Draft letter attached)
- Funding for Salton Sea: Appropriations from Prop 1 authorization: state obligations in water right settlements including QSA
  - SSA drafted a second, more comprehensive letter to SWRCB supporting the IID petition on QSA WRO
  - SSA Chair and member agencies attended SWRCB workshop on March 18 to testify in support of the IID petition, in favor of local leadership of revitalization of Sea, and in favor of significant state investment in revitalization efforts in partnership with the SSA; CVWD opposed the petition at the SWRCB.

Attachment: SSA Draft Renewable Portfolio Standard Amendments letter to Gov. Brown

March 26, 2015

Governor Jerry Brown  
c/o State Capitol, Suite 1173  
Sacramento, CA 95814

**Re: Renewable Portfolio Standard for California**

Dear Governor Brown:

As Chairman of the Salton Sea Authority (Authority) Board of Directors, I wish to convey concerns with your proposal to increase the current Renewable Portfolio Standard from 33 percent to 50 percent over the next 15 years.

The Authority is working diligently with its partners to facilitate renewable energy development such as biofuels, solar energy, and geothermal power around the Sea in a manner benefiting long term financial sustainability of environmental restoration. These goals of the Authority are also compatible with helping the State meet its contractual obligations for Salton Sea restoration.

The vast and varied portfolio of renewable energy contributions from the Salton Sea is unequalled. The Desert Renewable Energy Conservation Plan (DRECP) anticipates up to 7000 MW of renewable energy production from the desert region surrounding the Salton Sea.

Yet, those contributions are challenged by State policies for procurement that are inequitable. The Authority respectfully requests your consideration of a more holistic approach to the current State policies embodied in the RPS before there is any further action to expand it. We further request that in lieu of assigning a new and arbitrary percentage goal of renewable purchase by a date certain, establishing goals of carbon reduction and power source reliability would achieve a more economically and environmentally sustainable outcome for the entire state.

For instance, both hydroelectric and geothermal power are unique in providing renewable base-load resource without GHG emissions, yet power purchases from these sources derive no credit under the current procurement process for RPS. The Authority believes that it is imperative for the State to consider the establishment of reasonable procurement policies for California utilities which will ensure that geothermal, hydroelectric and pump storage energy be allowed to compete on an even playing field with other resources.

In the coming months, we will be reaching out to your office and the State Legislature to explore solutions that will create a mutually beneficial outcome to this important issue. We also look forward to working together with your administration to realize the ambitious and worthwhile visions that you have set out for the State of California.

Sincerely,

John J. Benoit, Chairman, Salton Sea Authority

## Commission Memorandum

**To:** Salton Sea Authority Board of Directors  
**From:** Roger Shintaku, General Manager  
**Date:** March 26, 2015  
**Subject:** **Water Resources Institute Contracts**  
**CM No.** VII.A – 3-26-15

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### **GENERAL:**

Transmitted herewith for your review, comment, and/or approval, please find proposed agreements:

1. “Salton Sea Authority Professional Services Agreement Pursuant to Task Orders” between the Authority and University Enterprises Corporation (UEC) at CSUSB.
2. “Agreement for Transfer of Assets Between Salton Sea Authority and California State University at San Bernardino”.

### **PURPOSE:**

The purpose of the Agreements is to engage UEC to develop a Geographical Information Systems (GIS) based special collection in the CSUSB Palm Desert library for the Salton Sea watershed, including the formation and facilitation of a member agency technical working group to help identify data sources and give guidance on related administration and technical issues. Tasks and budget are set forth in Exhibits A and B to the contract. The Asset Transfer agreement provides that documents transferred to the Water Research Institute become the property of CSUSB once the Authority’s obligations under the Public Record Act are fulfilled.

### **RECOMMENDATION:**

The Salton Sea Authority Staff recommends that the Salton Sea Authority Board approve the proposed contracts and authorize staff to include the funding of \$50,000 (\$22,000 FY 2014-2015 Budget and \$28,000 FY 2015-2016 Proposed Budget).

Respectfully submitted,

Roger Shintaku  
General Manager

Attachments: As noted above: Professional Services Agreement and Agreement for Transfer of Assets

**SALTON SEA AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT  
Pursuant to Task Orders**

**UNIVERSITY ENTERPRISES CORPORATION AT CSUSB**

**I. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_ day of \_\_\_\_, 2015, by and between the SALTON SEA AUTHORITY, a joint powers agency organized under the laws of the State of California (“Authority”) and University Enterprises Corporation at CSUSB, a California non-profit corporation with its principal place of business at 5500 University Parkway, San Bernardino, CA 92407 (“Consultant”). Authority and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

**II. RECITALS.**

A. Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Authority pursuant to a series of task orders on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing consulting services to public clients, and is generally familiar with the plans of Authority.

B. Project.

Authority desires to engage Consultant to render certain services as set forth in Exhibit "A" ,"Project Description and Initial Task Order", (“Initial Task Order”) for the development of a Geographical Information Systems (GIS)-based special collection (“Special Collection”) in the CSUSB Palm Desert Library for the Salton Sea watershed, including the formation and facilitation of a member agency technical working group to help identify data sources and give guidance on related administrative and technical issues. It is anticipated that the Special Collection will become the repository of certain public records of the Authority once the Authority has complied with its retention obligations under the Public Record Act .

**III. TERMS.**

A. Scope of Services and Term.

1. General Scope of Services.

Consultant promises and agrees to furnish Authority with all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the Project ("Services") as are more particularly described in the Initial Task Order. Additional Task Orders may be agreed upon by the Parties. All Services shall be subject to, and performed in accordance with, this Agreement, the Task Orders, and all applicable local, state and federal laws, rules and regulations..

2. Term.

Consultant shall complete the Services within the term specified in the Task Orders, unless earlier terminated or extended as provided herein.

B. Responsibilities of Consultant.

1. Control and Payment of Subordinates; Independent Contractor.

The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Authority retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of Authority and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

2. Schedule of Services.

Consultant shall perform the Services expeditiously and in accordance with the Schedule of Services set forth in the Task Order. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Authority shall respond to Consultant's submittals in a timely manner. Upon request of Authority, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3. Conformance to Applicable Requirements.

All work prepared by Consultant shall be subject to the approval of Authority and Authority designees

4. Substitution of Key Personnel.

Consultant has represented to Authority that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Authority. In the event that Authority and Consultant cannot agree as to the substitution of key personnel, Authority shall be entitled to terminate this Agreement for its convenience. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the Authority, or who are determined by the Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the Authority. The key personnel for performance of this Agreement is Boykin Witherspoon, unless otherwise specified in the Task Order.

5. Authority's Representative.

The Authority hereby designates Roger Shintaku, Executive Director, or his designee, to act as its representative for the performance of this Agreement ("Authority's Representative"). Authority's Representative shall have the power to act on behalf of the Authority for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the Authority's Representative or his designee.

Consultant's Representative.

Consultant hereby designates Boykin Witherspoon, or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

6. Coordination of Services.

Consultant agrees to work closely with Authority, in the performance of Services and shall be available to Authority, and other staff at all reasonable times.

7. Standard of Care.

Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant

represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee who is determined by the Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Authority, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

8. Laws and Regulations.

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall defend, indemnify and hold Authority, its member agencies, and their officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

9. Insurance.

a) Time for Compliance.

Consultant shall not commence Work under this Agreement or any of the Task Orders until it has provided evidence satisfactory to the Authority that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Authority that the subcontractor has secured all insurance required under this section.

b) Minimum Requirements

Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance.

Coverage shall be at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (C) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance

(2) Minimum Limits of Insurance.

Consultant shall maintain limits no less than: (A) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (B) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (C) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease.

c) Insurance Endorsements.

The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the Authority to add the following provisions to the insurance policies:

(1) General Liability.

The general liability policy shall be endorsed to state that: (A) the Authority, its member agencies, their directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (B) the insurance coverage shall be primary insurance as respects the Authority, its member agencies, their directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Authority, its member agencies, their directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it.

(2) Automobile Liability.

The automobile liability policy shall be endorsed to state that: (A) the Authority, its member agencies, their directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (B) the insurance coverage shall be primary insurance as respects the Authority, its member agencies, their directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Authority, its member agencies, their directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it.

(3) Workers' Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the Authority, its member agencies, their directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(4) All Coverages.

Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority, Its member agencies; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Authority, Its member agencies, their directors, officials, officers, employees, agents and volunteers.

d) Separation of Insureds; No Special Limitations.

All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Authority, Its member agencies, their directors, officials, officers, employees, agents and volunteers.

e) Deductibles and Self-Insurance Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the Authority. Consultant shall guarantee that, at the option of the Authority, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, Its member agencies, their directors, officials, officers, employees, agents and volunteers; or (B) the Consultant shall procure a

bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

f) Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Authority;

g) Verification of Coverage.

Consultant shall furnish Authority with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Authority. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the Authority if requested. All certificates and endorsements must be received and approved by the Authority before work commences.

11. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

C. Fees and Payments.

1. Compensation.

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated by reference. The total amount of compensation shall not exceed the amount specified in the Task Order. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

1. Payment of Compensation.

Consultant shall be compensated in proportion to the work completed during a billing period. Consultant shall submit to Authority a periodic itemized statement which indicates work completed by task and other reports as required by the Funding Agreement. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Payment of invoices is due within sixty (60) days of receipt of invoice.

Payments prior to satisfactory completion of all work required of this Agreement, shall not exceed, in the aggregate, ninety-five percent (95%) of the total earned to date. All retention shall be paid upon satisfactory completion of the Project, as otherwise provided herein.

2. Reimbursement for Expenses.

Consultant shall not be reimbursed for any expenses unless authorized in writing by Authority.

3. Extra Work

At any time during the term of a Task Order, Authority may request that Consultant perform Extra Work. As used herein, "Extra Work" means and work which is determined by the Authority to be necessary for proper completion of the Task Order, but which the parties did not reasonably anticipate would be necessary when the Task Order was issued. Consultant shall not perform, nor be compensated for, Extra Work, without written authorization from Authority's Representative in the form of an additional or modified Task Order. Payment for Extra Work shall be at the rates set forth in the additional or modified Task Order. .

D. Accounting Records.

1. Maintenance and Inspection.

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement as required by the Funding Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Authority during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to

the Agreement for a period of three (3) years from the date of final payment under this Agreement.

E. General Provisions.

1. Termination of Agreement and/or Task Orders.

a) Grounds for Termination.

Authority may, by written notice to Consultant, terminate the whole or any part of this Agreement or any outstanding Task Orders at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to Authority, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement or a Task Order except for cause.

b) Effect of Termination.

If this Agreement and/or a Task Order is terminated as provided herein, Authority may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

c) Additional Services.

In the event this Agreement is terminated in whole or in part as provided herein, Authority may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

2. Delivery of Notices.

All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**CONSULTANT:**

**University Enterprises Corporation  
5500 University Parkway  
San Bernardino, CA 92407  
Attn: Diane Trujillo**

**AUTHORITY:**

**Salton Sea Authority  
44-199 Monroe Street, Suite C  
Indio, CA 92201  
Attn: Roger Shintaku**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3. Ownership of Materials and Confidentiality.

a) Documents & Data; Licensing of Intellectual Property.

This Agreement creates a non-exclusive and perpetual license for Authority, Its member agencies to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that Authority is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Authority. Authority shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Authority’s sole risk. Ownership of documents provided by the Authority to Consultant and/or CSUSB under this Agreement shall be the subject of a separate Transfer Agreement between the Authority and CSUSB.

b) Confidentiality.

All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Authority, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project, except to the extent required by law or legal process. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Authority's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Authority.

4. Cooperation; Further Acts.

The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

5. Attorney's Fees.

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

6. Indemnification.

Consultant shall defend, indemnify and hold harmless the Authority and its member agencies, their officials, officers, employees, volunteers and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Consultant, its officers, agents or employees.

Authority shall defend, indemnify and hold harmless the Consultant, California State University San Bernardino, the Trustees of the California State University, the State of California, or other parties affiliated with Consultant, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only

in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Authority and its member agencies, their officials, officers, employees, volunteers and agents.

7. Entire Agreement.

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

8. Governing Law.

This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

9. Time of Essence and Liquidated Damages

Time is of the essence for each and every provision of this Agreement. Consultant recognizes the importance of meeting the schedule that is applicable to its Services, and shall perform its Services to meet the Schedule as expeditiously as is consistent with the exercise of professional skill and care and the orderly progress of the Project.

10. Authority's Right to Employ Other Consultants.

Authority reserves right to employ other consultants in connection with this Project.

11. Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Authority.

12. Assignment or Transfer.

Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Authority. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

13. Construction; References; Captions.

Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to Authority include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

14. Amendment; Modification.

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

15. Waiver.

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

16. No Third Party Beneficiaries.

There are no intended third party beneficiaries of any right or obligation assumed by the Parties, other than Its member agencies, as described herein.

17. Invalidity; Severability.

If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

18. Prohibited Interests.

Consultant warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Authority, during the term of his or her service with Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

19. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

20. Labor Certification.

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

21. Authority to Enter Agreement.

Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

22. Counterparts.

This Agreement may be signed in counterparts, each of which shall constitute an original.

F. Subcontracting.

Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of Authority. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**“AUTHORITY”**

**SALTON SEA AUTHORITY**

**“CONSULTANT”**

**UNIVERSITY ENTERPRISES  
CORPORATION AT CSUSB**

By: \_\_\_\_\_  
Roger Shintaku, General Manager

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

**EXHIBIT "A"**  
**PROGRAM DESCRIPTION AND INITIAL TASK ORDER**

**Narrative**

The WRI at the Palm Desert campus is currently assisting the Salton Sea Authority (SSA) with organizing their existing collections of reports, data and other assets. The WRI is developing a special collection in the CSUSB Library for the SSA. These records will be maintained by the Library in perpetuity pursuant to a Transfer Agreement between the Authority and CSUSB. The WRI has invested heavily in this endeavor. The WRI is providing a professional archivist with water domain expertise at no cost to the SSA. The WRI is also providing computers and Internet servers including Internet Geographic Information System servers at no cost. The CSU Palm Desert campus is providing secure space, telephone and other operations infrastructure at no cost and the WRI has begun to secure gift donations from local agencies to help fund this activity.

The goal for the WRI is to build a world-class special collection of water archives for the Salton Sea watershed. This collection will be modeled on the highly successful WRI Santa Ana Watershed collection currently housed at the Cal State San Bernardino campus. The Santa Ana Watershed Collection houses over 10,000 linear feet of historic water records and over 10 terabytes of digital archives. The special collection is funded through a partnership between Cal State and local water agencies and has been in existence for over 12 years. The collection is used by students and faculty for research as well as by local water agencies, regulators and law firms.

The CSUSB Palm Desert Campus (PD) is the only accredited four year degree granting university in the Salton Sea watershed and has contributed substantial resources to developing a special collection based on the SSA records. The WRI staff have an exceptional record of performance in developing and maintaining these types of special collections and are recognized statewide as experts in performing these types of activities. The WRI is also currently collecting and hosting GIS data for the SSA as a part of the special collection. This proposal is to expand that activity to help coordinate other GIS-related activity that the SSA is undertaking.

The WRI at PD is proposing to assist the Salton Sea Authority in the development of a GIS-based special collection in CSUSB PD Library. This GIS-based special collection will contain common and specialized GIS data to assist all stakeholders working in the Salton Sea watershed. The proposed program to develop the GIS special collection will include the formation and facilitation of a member agency technical working group that will meet periodically to help identify data sources and to give direction to WRI staff on administrative and technical issues pertaining to the collection.

The CSUSB PD Water Resources Institute and the CSUSB PD Library are uniquely qualified for this activity. The GIS-based special collection will become a permanent asset of the Library, meaning it will be available in perpetuity. Creating the special

collection as an asset of the Library also insures that the data is transparent and can be cited based on the meta-data used to catalogue the asset.

The data will be made available through Internet map servers insuring the greatest level of access by stakeholders. In addition to facilitating the technical working group, the WRI staff will perform the tasks of collecting data, cataloguing data, helping members and stakeholders access and use the data, as well as performing geospatial analysis on the data with input from the technical working group.

We anticipate running this initial program for one year. During that time the WRI at Palm Desert, the Salton Sea Authority, Technical Team Members and other partners will identify and seek resources to continue the program. Regardless, whatever data is collected and cataloged during the first year will remain available as a special collection in the CSU PD Library pursuant to the Transfer Agreement.

**Tasks for the 2015 calendar year**

Task 1: Develop Charter; in conjunction with the SSA identify technical team members and protocols for handling the transfer of public records from the Authority to CSUSB pursuant to the Transfer Agreement.

Task 2: Develop Internet map server and branding for the graphic user interface. Develop initial GIS Internet map services and GIS Internet map viewer.

Task 3: Facilitate up to 10 Technical Team meetings over the one-year period.

Task 4: Assist in interpretation of the data for stakeholders by having set hours during the workweek where people can call or go to the Library to talk to WRI staff.

Task 5: Ongoing collection and cataloguing of additional GIS data sets as they are identified.

Task 6: Perform and assist with Geospatial analysis of the data.

**Schedule 2015**

month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task 1												
Task 2												
Task 3												
Task 4												
Task 5												
Task 6												

**EXHIBIT "B"**  
**COMPENSATION**

**Costs**

The cost of this program will be \$50,000 for the 2015 calendar year. The WRI will invoice on a quarterly bases based on progress per quarter.

Cost by task:

Task 1: Planning	\$8,000
Task 2: Server	\$7,500
Task 3: 10 Meetings	\$14,000
Task 4: On Call	\$5,500
Task 5: Collection	\$8,500
Task 6: Analysis	\$6,500
<b>Total</b>	<b>\$50,000</b>

**AGREEMENT FOR TRANSFER OF ASSETS BETWEEN  
SALTON SEA AUTHORITY  
AND  
CALIFORNIA STATE UNIVERSITY SAN BERNARDINO**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2015, by and between the Salton Sea Authority (“SSA”) a joint powers agency organized under the laws of the State of California and California State University San Bernardino (“CSUSB”), with its principal place of business at 5500 University Parkway, San Bernardino, CA 92407. SSA and CSUSB are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. RECITALS.**

**2.1 CSUSB.**

CSUSB’s Water Resources Institute oversees local water archives (the “Archives”) and desires to develop a special collection in the CSUSB Library at the Palm Desert Campus for the SSA utilizing SSA’s records, documents, data, maps, photographs, reports, GIS-related items, and other assets (the "Assets"). The Archives will accept, store, house, make accessible, and maintain SSA’s Assets in perpetuity on the terms and conditions set forth in this Agreement.

**2.2 SSA.**

SSA desires to utilize CSUSB’s Archives to create a special collection in the CSUSB Library in perpetuity and transfer SSA’s Assets as SSA deems appropriate and in compliance with the California Public Record Act (“Project”) as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. CSUSB promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work that are necessary for the Project (“Services”). The Services shall include the following:

- (1) Storing, organizing and retrieving SSA Assets;
  
- (2) Cataloging or indexing SSA Assets as may be necessary to accomplish efficient storage and retrieval of the Assets;

(3) Making SSA Assets accessible to the public in accordance with SSA's requests and/or the California Public Records Act (Gov. Code § 6250 et seq.) and all other applicable state and federal laws; and

(4) Taking all reasonable precautions to preserve SSA Assets from damage, loss or theft.

All Services shall be subject to this Agreement and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall commence on \_\_\_\_\_, 2015 (the "Effective Date") and shall continue thereafter until terminated by either Party as provided herein.

### **3.2 Responsibilities of CSUSB.**

3.2.1 Control of Subordinates; Independent Contractor. The Services shall be performed by CSUSB and CSUSB will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The Parties agree that the CSUSB is providing the Services on an independent contractor basis and not as employees of SSA. CSUSB retains the right to perform similar or different services for others during the term of this Agreement.

3.2.2 SSA's Representative. SSA hereby designates Roger Shintaku, General Manager, or his designee, to act as its representative for the performance of this Agreement ("SSA's Representative"). SSA's Representative shall have the power to act on behalf of SSA for all purposes under this Agreement. CSUSB shall not accept direction or orders from any person other than SSA's Representative or her designee.

3.2.3 CSUSB's Representative. CSUSB hereby designates Boykin Witherspoon, Director of Programs of CSUSB's Water Resources Institute Archives, or his designee, to act as its representative for the performance of this Agreement ("CSUSB's Representative"). CSUSB's Representative shall have full authority to represent and act on behalf of the CSUSB for all purposes under this Agreement. CSUSB's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.4 Coordination of Services. CSUSB agrees to work closely with SSA staff in the performance of Services and shall be available to SSA's staff, consultants and other staff at all reasonable times.

### **3.3 Termination of Agreement.**

3.3.1 This Agreement may be terminated by either Party for any reason by giving written notice to the other Party of such termination, and specifying the effective date of termination, at least thirty (30) days before the effective date.

3.3.2 Effect of Termination. If this Agreement is terminated as provided herein, CSUSB shall be required to return all Assets that haven't been transferred to CSUSB pursuant to section 3.4 below prior to the effective date of termination. The Assets provided by SSA that have been transferred to CSUSB will remain the property of CSUSB and remain in the CSUSB Library in perpetuity.

### **3.4 Ownership of Assets.**

3.4.1 SSA hereby agrees that all SSA Assets organized by CSUSB under this Agreement (the "Organized Assets") are irrevocably transferred to CSUSB once SSA's obligations under the Public Record Act have terminated and the documents are released to CSUSB and shall remain the property of CSUSB. SSA's obligations under the Public Record Act shall be deemed to be terminated once: (i) either the required period for retention has elapsed (see sample retention policy attached as Exhibit "A"); or (ii) CSUSB has caused a legally sufficient image of the document to be made and transferred to ownership of the SSA. Transfer of specific documents from SSA to CSUSB shall be memorialized from time to time by a resolution adopted by the Board of Directors of SSA ("Transfer Resolution"). Prior to the adoption of an appropriate Transfer Resolution, all documents shall remain the property of SSA and subject to return to the SSA upon the SSA's request. After adoption of a Transfer Resolution, all Assets specified in a Transfer Resolution shall be considered "Transferred Assets" and property of CSUSB.

3.4.2 CSUSB shall not destroy any Assets without SSA's express written permission.

3.4.3 Upon written request by SSA, CSUSB shall immediately return to SSA any Assets that have not been transferred to CSUSB pursuant to a Transfer Resolution, and shall allow any designated SSA employee(s) to immediately obtain any Assets that are not Transferred Assets.

### **3.5 Preservation of Stored Documents.**

3.5.1 CSUSB may, at its discretion:

3.5.1.1 Photograph, microfilm, digitally image or otherwise copy or reproduce the Assets.

3.5.1.2 Carry out such work in regard to the preservation of the Assets as may from time to time be considered desirable and practical by CSUSB.

3.5.1.3 Withhold or limit public access to any Transferred Assets that are in a fragile condition until such time as all practical and necessary measures to preserve the Assets have been carried out.

3.5.2 CSUSB agrees to take all reasonable steps necessary to minimize deterioration of the physical condition of the Assets that may arise from the inexorable processes of biological and chemical decay and shall endeavor so far as labor and funding permit to carry out preventative or restorative preservation work for the Assets.

### **3.6 General Provisions.**

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**CSUSB:**

CSUSB's Water Resources Institute Archives  
5500 University Parkway  
San Bernardino, CA 92407  
Attn: Boykin Witherspoon, Director of Programs

**SSA:**

Salton Sea Authority  
44-199 Monroe Street, Suite C  
Indio, CA 92201  
Attn: Roger Shintaku

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification. Each Party shall defend, indemnify and hold harmless the other party and its assigns, employees, agents, consultants, officers, directors and volunteers (the "Indemnified Parties") from and against all liability, loss, expense (including reasonable attorneys' fees and costs of suit), or claims for injury or damages which may arise as a result of that Party's negligent or intentional acts, omissions or willful misconduct.

3.6.3 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 SSA's Right to Employ Other Consultants. SSA reserves the right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.7 Assignment or Transfer. CSUSB shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of SSA. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.10 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.11 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.12 Authority to Enter Agreement. CSUSB has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.13 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.14 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

**[SIGNATURES ON NEXT PAGE]**

SSA

CSUSB

By: \_\_\_\_\_  
Roger Shintaku  
General Manager, Salton Sea Authority

By: \_\_\_\_\_  
Kathryn Hansen  
CSUSB – Director of Procurement and  
Support Services

## Exhibit A

### Sample Retention Policy (attached)

## Commission Memorandum

**To:** Salton Sea Authority Board of Directors  
**From:** Roger Shintaku, General Manager  
**Date:** March 26, 2015  
**Subject:** Submittal of Proposed Salton Sea Authority Fiscal Year 2015 - 2016 Budget  
**CM No.** VII.B – 3/26/2015

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### **GENERAL:**

Transmitted herewith please find the Proposed Salton Sea Authority Fiscal Year 2015 – 2016 Budget for your consideration, comment and/or approval.

### **RECOMMENDATION:**

The Salton Sea Authority Staff recommends that the Salton Sea Authority Board review the Proposed Budget Draft and solicit board member input so that staff can submit a final draft budget for Board approval at the regular board meeting April 23, 2015.

Respectfully submitted,

Roger Shintaku  
General Manager

\*Attachment: Proposed Salton Sea Authority F/Y 2015-2016 Budget

**SALTON SEA AUTHORITY  
BUDGET MEMORANDUM  
FISCAL YEAR 2015 – 2016**

**GENERAL**

During fiscal year 2014-2015 Salton Sea Authority staff continued its legislative and financing efforts to elevate the Authority image with Federal and State legislative representatives and agencies which has resulted in a greater and broadened knowledge of the impacts loss of the Salton Sea will bring to the environment, public health and recreational use of the area, including the commitments the State and Federal agencies have made contractually in the past.

Planning and project implementation through State funding of the Funding and Feasibility Review, Torres Martinez Wetlands Project (reformulated) are underway and the Proposed Infrastructure Finance District is being planned with the Salton Sea Action Committee assistance.

**PROPOSED FISCAL YEAR 2015-2016 BUDGET**

The proposed Fiscal Year 2015-2016 budget provides funding to continue and complete planning and implementation of projects started in Fiscal Year 2014-2015. In addition, included in this year's budget is Salton Sea Authority funding to the Water Resources Institute CSUSB (Palm Desert) to develop a Geographical Information System (GIS) Based Special Collection at the CSUSB (PD) library for the Salton Sea Watershed, new office space to house the planned added staff and compensation necessary to carry out the proposed work schedule.

**THE ADMINISTRATIVE BUDGET**

(1) OFFICE STAFF

The proposed office staff budget of \$307,000 provides for an increase to the General Manager's compensation and continues the position of Administrative Support A, Fringe Benefits, and payroll taxes as required.

(2) GENERAL OFFICE EXPENSE

The General Office expense budget reflects a reduction in cost from the Fiscal Year 2014-2015 budget (\$167,000) to proposed Fiscal Year 2015-2016 proposed budget (\$148,000).

(3) PROFESSIONAL SERVICES

The Professional Service budget reflects an increase in cost primarily due to contracted personnel categories moved to this budget area. Contract positions for Administrative and Financial Support reflect this change. Financial Support compensation reflects greater involvement in time due to anticipated increase in Federal – State funding to the Salton Sea Authority.

Other Professional Service contracts are maintained as provided in the 2014-2015 Fiscal Year budget.

(4) OTHER COMMITMENTS

Commitments to Additional Office Space, Infrastructure Finance District, and Water Resources Institute are discussed in detail in the attached Exhibits A, B, and C.

**STATUS OF PROJECTS**

(1) FUNDING AND FEASIBILITY REVIEW

Excellent progress; the program is on schedule. The Project Funded by State of California was awarded to Tetra Tech (Authority consulting engineers) in 2014 with a scheduled completion date of May 2016. The budget of \$2,000,000 was approved by the Board in Fiscal Year 2014-2015 as a two (2) year budget. (See Exhibit D)

(2) DESERT CAHUILLA WETLANDS PROJECT (TM)

Due to changed conditions the project was reformulated. The project is currently on hold, pending negotiations with the State and Torres Martinez Tribe.

Funding for the Project: State Financial Assistance Program	\$1,113,027.00
	<hr/>
	\$1,113,027.00

\*Schedule construction 12 months  
Monitoring wetlands, etc. 36 months

(3) GEO TUBE (YACHT CLUB)

Negotiations are presently being conducted for State funding which is proposed to provide \$1,200,000 for the use of Geo Tube levee construction.

Proposed funding: State Wildlife Conservation Board	\$1,200,000.00
	<hr/>
	\$1,200,000.00

(4) INFRASTRUCTURE FINANCE DISTRICT

At its regular scheduled Board meeting March 20, 2014 the Salton Sea Authority Board of Directors authorized Authority staff to investigate the possibility of forming an Infrastructure Finance District as a funding mechanism to implement projects and programs as one element of financing for restoration of the Salton Sea.

During Fiscal Year 2014-2015 coordinating meetings were conducted with the Salton Sea Action Committee and others to outline a work program to determine eligible projects, education of the public and cost associated therewith.

In the Fiscal Year 2015-2016 budget Authority staff has proposed \$40,000 to continue the program (See Exhibit B).

(5) WATER RESOURCES INSTITUTE

The Salton Sea Authority staff has provided in the Fiscal Year 2015-2016 proposed budget \$28,000 to continue funding of the initial phase of the Water Resources Institute development of a Geographical Information System (GIS) for the Salton Sea Watershed (See exhibit C).

Salton Sea Authority Proposed Budget - FY 2015-2016

	FY 2014/2015 Annual Budget	Revised Budget	Jan. 15, 2015 Budget Spent	Proposed 2015/2016 Annual Budget
<b>Revenue</b>				
Riverside County	\$150,000.00	\$150,000.00	Paid	\$174,500.00
Imperial County	\$150,000.00	\$150,000.00	Paid	\$174,500.00
Coachella valley Water District	\$150,000.00	\$150,000.00	Paid	\$174,500.00
Imperial Irrigation Water District	\$150,000.00	\$150,000.00	Paid	\$174,500.00
Torres Martinez	\$15,000.00	\$10,000.00	Open	\$15,000.00
Finance & Funding Feasibility Review	\$100,000.00	\$100,000.00	\$0.00	\$100,000.00
Torres Martinez Wetlands (FAP)	\$45,000.00	\$45,000.00	\$0.00	\$28,000.00
Geo Tube	\$0.00	\$0.00	\$0.00	\$110,000.00
Carry over Funds - Prior Year Budget	\$20,000.00	\$60,000.00	\$0.00	\$45,500.00
Other	\$0.00	\$0.00	\$0.00	\$2,000.00
Reserve Contingencies Fund	\$0.00	\$0.00	\$0.00	\$0.00
Species Conservation Habitat	\$0.00	\$0.00	\$0.00	\$40,000.00
<b>Total Revenue</b>	<b>\$780,000.00</b>	<b>\$815,000.00</b>	<b>\$0.00</b>	<b>\$1,038,500.00</b>
<b>Expense General Office Staff</b>				
General Manager	\$125,000.00	\$125,000.00	\$64,690.00	\$175,000.00
Administrative Support - A	\$40,000.00	\$40,000.00	\$21,076.00	\$40,000.00
Fringe Benefits	\$70,000.00	\$70,000.00	\$30,973.00	\$92,000.00
<b>Total Staff Support</b>	<b>\$235,000.00</b>	<b>\$235,000.00</b>	<b>\$116,739.00</b>	<b>\$307,000.00</b>
<b>General Office Expenses</b>				
Computer Network Maintenance	\$15,000.00	\$13,000.00	\$4,163.00	\$13,000.00
Equipment Purchase	\$10,000.00	\$18,500.00	\$6,566.00	\$10,000.00
Equipment Lease	\$3,000.00	\$1,500.00	\$175.00	\$1,500.00
Insurance	\$15,000.00	\$15,000.00	\$9,621.00	\$14,000.00
Office Expense/Office Supplies	\$9,000.00	\$4,000.00	\$966.00	\$5,000.00
Office Expense/Online Services	\$1,000.00	\$3,000.00	\$1,394.00	\$4,000.00
Postage	\$1,000.00	\$1,000.00	\$440.00	\$1,000.00
Printing	\$7,000.00	\$7,000.00	\$3,213.00	\$6,000.00
Dues Subscriptions & Publications	\$3,000.00	\$5,000.00	\$3,393.00	\$5,000.00
Telephone & Internet	\$5,000.00	\$5,000.00	\$1,706.00	\$5,000.00
Travel/Mileage Reimbursement	\$25,000.00	\$25,000.00	\$155.00	\$20,000.00
Travel, Conference Fees - Other	\$40,000.00	\$40,000.00	\$9,521.00	\$35,000.00
Website Maintenance	\$10,000.00	\$10,000.00	\$0.00	\$6,000.00
Utilities	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
Misc. Reserve	\$20,000.00	\$1,000.00	\$0.00	\$20,000.00
<b>Total Office Expense</b>	<b>\$167,000.00</b>	<b>\$152,000.00</b>	<b>\$41,313.00</b>	<b>\$148,500.00</b>

Salton Sea Authority Proposed Budget - FY 2015-2016

	FY 2014/2015 Annual Budget	Revised Budget	Jan. 15, 2015 Budget Spent	Proposed 2015/2016 Annual Budget
<b>Professional Services</b>				
Administrative Support - B	\$50,000.00	\$50,000.00	\$6,013.00	\$50,000.00
Administrative Support - C	\$0.00	\$18,000.00	\$0.00	\$40,000.00
Administrative Support - D	\$0.00	\$10,000.00	\$9,999.00	\$12,000.00
Audit	\$15,000.00	\$13,000.00	\$0.00	\$13,000.00
Financial Support	\$42,000.00	\$70,000.00	\$35,470.00	\$100,000.00
Legal	\$50,000.00	\$50,000.00	\$26,992.00	\$50,000.00
Tetra Tech Support	\$20,000.00	\$20,000.00	\$967.00	\$20,000.00
Tech Support J. Andrew Schlange	\$60,000.00	\$60,000.00	\$34,925.00	\$60,000.00
Tech Support Planning	\$25,000.00	\$13,000.00	\$0.00	\$25,000.00
Tech Support Other	\$50,000.00	\$22,000.00	\$0.00	\$50,000.00
Legislative Government Relations	\$15,000.00	\$15,000.00	\$0.00	\$15,000.00
<b>Total Professional Services</b>	<b>\$327,000.00</b>	<b>\$341,000.00</b>	<b>\$114,366.00</b>	<b>\$435,000.00</b>
<b>Other Commitments</b>				
Water Resource Institute	\$0.00	\$22,000.00	\$0.00	\$28,000.00
Office Space	\$0.00	\$0.00	\$0.00	\$30,000.00
Infrastructure Finance District	\$0.00	\$0.00	\$0.00	\$40,000.00
Reserve a)	\$51,000.00	\$25,000.00	\$0.00	\$50,000.00
b)				
<b>Total Other Commitments</b>	<b>\$51,000.00</b>	<b>\$47,000.00</b>	<b>\$0.00</b>	<b>\$148,000.00</b>
<b>Total Expenditures</b>	<b>\$780,000.00</b>	<b>\$775,000.00</b>	<b>\$272,418.00</b>	<b>\$1,038,500.00</b>

**OFFICE SPACE**

**Fiscal Year 2015 – 2016 Budget**

**Purpose**

Increased staff activity requires an increase of workable office space and conference areas to carry out the duties of the Salton Sea Authority. Current space at the Monroe site is not adequate to handle the increase of meetings, staff space and working conditions.

**Revenue**

Salton Sea Authority proposed Fiscal Year 2015 – 2016

Budget	<u>\$33,000.00*</u>
	\$33,000.00

**Expenditures**

Rent	\$30,000.00
Utilities	\$3,000.00
	<hr/>
	\$33,000.00

\*May require additional funding from within proposed budget depending on cost of space.

**FUNDING MEMBERSHIP CONTRIBUTIONS**

Salton Sea Administrative Budget Utilities	\$3,000.00
Member Contributions to Administrative Budget:	
Riverside County	\$7,360.00
Imperial County	\$7,360.00
Coachella Valley Water District	\$7,360.00
Imperial Irrigation District	\$7,360.00
Torres Martinez	\$560.00
	<hr/>
	\$33,000.00

**PROJECT – Infrastructure Finance District**

**Purpose of Project**

The purpose of this project is to evaluate and determine the feasibility of forming an Infrastructure Finance District to create a revenue base which can be used to help to finance Restoration Programs and or Projects for the Salton Sea.

**Cost**

Initial funding for this work will come from Salton Sea Authority members contributions subject to matching funds from local interested parties. Contribution Proposed Budget is:

Salton Sea Authority	\$40,000.00
Contributions by Others	\$40,000.00
	<hr/>
	\$80,000.00

**Funding Membership Contributions**

Imperial County	\$9,750.00
Riverside County	\$9,750.00
Imperial Irrigation District	\$9,750.00
CVWD	\$9,750.00
Torres Martinez	\$1,000.00
	<hr/>
	\$40,000.00

**Expenditures**

The proposed funding of \$80,000.00 is anticipated to cover the cost of preliminary work only. Additional funding may be necessary.

**Schedule**

All work is scheduled to be completed for the Salton Sea Authority Board considerations to call for an election for formation of the Infrastructure Finance District by mid-April 2016.

**Infrastructure Finance District**  
**F/Y 2015 – 2016 Proposed Budget**

**Revenue**

From Salton Sea Authority General Fund	\$40,000.00 (1)
Local Contributions Other	\$40,000.00
Total Revenue	<hr style="width: 100%; border: 0.5px solid black; margin-bottom: 5px;"/> \$80,000.00 (2)

**Expenditures**

Salton Sea Authority Staff and Contractors	\$80,000.00
Details to be submitted to the Salton Sea Authority Board prior to expenditure	

**Notes:**

- (1) Use of the Salton Sea Authority funds are subject to matching contributions and others expressing their interest in forming the IFD through local contributions as a means of demonstrating their support for the program.
- (2) Cost in addition to the money available stated herein would require consultant receiving reimbursement of cost through future revenue once IFD is formed.

**Project – Water Resources Institute**

**Purpose of Project**

(1) The purpose of this project is to engage University Enterprise Corporation at Cal State University San Bernardino (Palm Desert) to develop a Geographical Information System (GIS) based special collection at CSUSB Palm Desert library for the Salton Sea Watershed, including the information and facilitation of a member agency technical working group to help identify data sources and give guidance on related administration and technical issues.

(2) To transfer of assets between the Salton Sea Authority and California State University San Bernardino.

**Cost**

The cost of this project is estimated to be \$50,000 (\$22,000 Fiscal Year 2014 – 2015, \$28,000 Fiscal Year 2015 – 2016).

**Cost by Task**

1. Planning	\$8,000.00
2. Server	\$7,500.00
3. Meetings (10)	\$14,000.00
4. On Call	\$5,500.00
5. Collection	\$8,500.00
6. Analysis	\$6,500.00

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\$50,000.00

**Funding Membership Contributions**

Riverside County	\$12,000.00
Imperial County	\$12,000.00
Coachella Valley Water District	\$12,000.00
Imperial Irrigation District	\$12,000.00
Torres Martinez	\$2,000.00

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\$50,000.00

**Schedule**

All work scheduled in Task Order 1 – 6 shall be completed in calendar year 2015 providing Salton Sea Authority Board of Directors authorizes this project before May 2015, or as per schedule set forth in each Task Order.

## Salton Sea Funding and Feasibility Review

Task #	Plan Elements	SSA <sup>2</sup> Budget
	Benchmark 1 - Work Plan	
	Benchmark 1 - Work Plan Total	
	Benchmark 2 - Review/Update Existing Condition Data Including Hydrology	
	Benchmark 2 - Review/Update Existing Condition Data Total	10,000
	Benchmark 3 - Review Alternatives wrt Existing Conditions	
	Benchmark 3 - Review Alternatives Total	15,000
	Benchmark 4 - Conceptual Plans for Restoration Components	
	Benchmark 4 - Conceptual Plans Total	25,000
	Benchmark 5 -Infrastructure Financing Feasibility	
	Benchmark 5 -Infrastructure Financing Feasibility Total	40,000
	Benchmark 6 - Financing/Funding Options	
	Benchmark 6 - Financing/Funding Option Total	52,000
	Benchmark 7 - Final Report and Presentation of Findings	
	Benchmark 7 - Final Report and Presentation Total	10,000
	Project Management <sup>2</sup>	98,000
	<b>Grand Total</b>	<b>\$ 250,000</b>