

THIRD SUPPLEMENT TO
MEMORANDUM OF UNDERSTANDING
REGARDING GOVERNANCE OF THE INDIO SUBBASIN
UNDER THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT

This THIRD SUPPLEMENT TO MEMORANDUM OF UNDERSTANDING, dated November 8, 2021, is entered into among the following parties: City of Coachella, acting through and on behalf of, the Coachella Water Authority (CWA); Coachella Valley Water District (CVWD); Desert Water Agency (DWA); and City of Indio, acting through and on behalf of, the Indio Water Authority (IWA). The parties previously entered into that certain Memorandum of Understanding (MOU), dated October 5, 2016, for the purpose of developing a common understanding regarding the governance structures applicable to implementation of the Sustainable Groundwater Management Act (Water Code, Part 2.74, Section 10720 et seq.) (SGMA) in the Indio Subbasin of the Coachella Valley Groundwater Basin. The parties to the MOU and this Third Supplement are collectively referred to as “Partners” and individually as “Partner;” and

WHEREAS, the Partners previously entered into that certain Supplement to MOU, dated April 3, 2018, for the purpose of retaining a consultant to assist in preparing the Groundwater Sustainability Agencies’ (GSAs) Indio Subbasin Annual Report for Water Year 2016-2017 in accordance with SGMA; and

WHEREAS, the Partners previously entered into that certain Second Supplement to MOU, dated October 29, 2018, for the purpose of retaining consultants to assist in preparation of the GSAs’ Indio Subbasin Annual Reports by Water Year for submission to the California Department of Water Resources (DWR). Said Reports are required to be submitted to DWR by April 1 of each year to satisfy SGMA requirements. An additional purpose of the Second Supplement is to retain consultants to assist in updates and revisions identified and required by DWR in the approved Alternative Plan for the Indio Subbasin to satisfy SGMA requirements; and

WHEREAS, the Partners wish to enter into this Third Supplement for the purpose of implementing and funding a joint funding agreement (JFA) with the United States Geological Survey (USGS) to study land subsidence in the Indio Subbasin for the period from 2017 to 2023;

NOW, THEREFORE, it is mutually understood and agreed as follows:

SECTION 1:

RETENTION OF CONSULTANTS AND EXECUTION OF AGREEMENTS

- 1.1 The Partners acknowledge and agree that land subsidence is an undesirable result as defined by SGMA. Land subsidence is an indicator of sustainability that is managed through the Alternative Plan for the Indio Subbasin. The Partners acknowledge and agree that there is value in continued study of land subsidence in the Indio Subbasin.

1.1.1 The study will be performed by the USGS under a JFA with CVWD whereby USGS will complete a study and publish a report with findings (collectively, Work). USGS will study land subsidence in the Indio Subbasin for the period from 2017 to 2023.

1.1.1.1 As of the date of this Third Supplement, each Partner has had the opportunity to review and comment on the Scope of Work prepared by USGS.

1.1.1.2 Each Partner shall have the opportunity to review and comment on the draft subsidence report to be prepared by USGS.

1.1.1.3 Each Partner shall be provided an electronic copy of the final subsidence report to be prepared by USGS.

1.1.1.4 CVWD shall inform each Partner of progress on the Work and any changes to the proposed schedule.

SECTION 2:

INVOICING AND PAYMENT

2.1 CVWD will administer the JFA and pay invoices to USGS per the terms of the JFA. At the end of each fiscal year, CVWD will invoice each Partner for reimbursement of their cost share of the payments that have been made to USGS during that fiscal year.

2.2 The estimated total cost of the Work is \$283,280.00 between fiscal years 2021-2022 and 2024-2025. The estimated total cost of the Work shall not be exceeded without the prior consent of each Partner.

2.3 CVWD shall invoice each Partner for reimbursement according to the agreed upon cost share as follows:

2.3.1 CWA shall be responsible for a cost share of 16% which is \$44,190.14.

2.3.2 CVWD shall be responsible for a cost share of 51% which is \$143,489.57.

2.3.3 DWA shall be responsible for a cost share of 18% which is \$52,401.36.

2.3.4 IWA shall be responsible for a cost share of 15% which is \$43,198.93.

2.4 CVWD shall invoice each Partner for reimbursement at the end of each fiscal year for costs accrued during that fiscal year.

2.5 Each Partner shall pay invoices within 30 days of receipt of the invoice.

SECTION 3:

MISCELLANEOUS

- 3.1 Abbreviations, capitalized words, and phrases used in this Third Supplement shall have the same meaning as in the MOU.
- 3.2 All terms of the MOU remain unchanged, except, as supplemented herein.
- 3.3 This Third Supplement may be executed in any number of counterparts, each of which shall be deemed original, but all of which, when taken together, shall constitute one and the same instrument.
- 3.4 By signing this Agreement, the undersigned represent that they are authorized to bind their respective Partners to this Third Supplement.

IN WITNESS WHEREOF, the Partners have executed this Third Supplement to the MOU as of the day and year indicated on the first page of this Third Supplement to the MOU.

J. M. Barrett
Coachella Valley Water District

Gabriel Martin
Coachella Water Authority

Mark Krause
Desert Water Agency

Reymundo Trejo
Indio Water Authority