



LETTER OF AGREEMENT

October XX, 2021

Mr. Arden Wallum, General Manager
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

Mr. Mark Krause, General Manager
Desert Water Agency
1200 South Gene Autry Trail
Palm Springs, CA 92264

Mr. J.M. Barrett, General Manager
Coachella Valley Water District
P.O. Box 1058
Coachella, CA 92236

Re: Cost Sharing for the United States Geological Survey Land Subsidence Study in the Mission Creek Subbasin

This letter of agreement (“Agreement”) serves as an agreement between the Mission Springs Water District (MSWD), Desert Water Agency (DWA), and Coachella Valley Water District (CVWD), also referred herein individually as “Party” and collectively as “Parties,” for collaboration and cost sharing in connection with the assessment of land subsidence in the Mission Creek Subbasin. The assessment is to be performed by the United States Geological Survey (USGS) under a joint funding agreement (JFA) with CVWD whereby USGS will complete a study and publish a report with findings (collectively, Work).

For the purposes of this Agreement, USGS provided a Scope of Work that includes initiating the study of land subsidence in the Mission Creek Subbasin for the period 2017 to 2023. Each Party had the opportunity to review and provide comments on the Scope of Work.

Each Party will have the opportunity to attend coordination meetings with USGS, if and when these occur. USGS may require field support and will require groundwater level data from the Parties. Each Party will have the opportunity to review and provide comments on the draft subsidence report and final subsidence report prepared by USGS. Each Party will be provided an electronic copy of the final subsidence report. CVWD will inform MSWD and DWA of progress on the Work and any changes to the proposed schedule.

MSWD, DWA and CVWD each agree to pay one-third (1/3) of the total cost of the Work. The estimated total cost of the Work is \$200,957.00 between fiscal years 2021/2022 and 2024/2025. 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 MSWD and DWA each for reimbursement of their one-third (1/3) share of the payments that have been made to USGS during that fiscal year. MSWD and DWA shall each submit payment to CVWD for their respective cost share within 30 days from receipt of the CVWD invoice. The estimated total cost of the Work set forth above shall not be exceeded without the prior consent of each Party.

Any of the Parties may withdraw from this Agreement at any time, for any reason or no reason, upon prior written notice to the remaining agencies. In the event a Party withdraws from this Agreement, the withdrawing Party will be responsible for its share of the total cost of the Work contracted for under this Agreement prior to the date of the written notice of withdrawal.

ACCEPTED AND AGREED TO

This Agreement will constitute our agreement to the preceding terms. If this Agreement is acceptable to you on behalf of your party, please acknowledge your agreement by signing this letter and returning a copy to each of the other parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. By signing this Agreement, the undersigned represent that they are authorized to bind their respective parties to this Agreement

_____ Date: _____
Arden Wallum
General Manager
Mission Springs Water District

_____ Date: _____
Mark Krause
General Manager
Desert Water Agency

_____ Date: _____
J.M. Barrett
General Manager
Coachella Valley Water District