

**AMENDMENT NO. 8
TO
AGREEMENT
BETWEEN THE DEPARTMENT OF THE ARMY
AND
MISSION SPRINGS WATER DISTRICT
FOR THE
CITY OF DESERT HOT SPRINGS
WASTEWATER COLLECTING SYSTEM DESIGN**

THIS AMENDMENT NO. 8 is entered into this 26th day of February, 2019, by and between the Department of the Army (hereinafter the "Government"), represented by the District Engineer, U.S. Army Corps of Engineers, Los Angeles District (hereinafter the "District Engineer"), and the Mission Springs Water District (hereinafter the "Sponsor"), represented by its General Manager.

WITNESSETH, THAT:

WHEREAS, the Government and the Sponsor entered into a Design Agreement (hereinafter the "Agreement") on the 13th day of June, 2003, for the design of the City of Desert Hot Springs Wastewater Collecting System (hereinafter the "Project"), pursuant to the authority of Section 219(c) of the Water Resources Development Act of 1992, as amended;

WHEREAS, the Government and the Sponsor amended the Agreement on April 11, 2004 (Amendment No. 1), to increase the scope of work and increase the estimated design cost by \$173,333;

WHEREAS, the Government and the Sponsor amended the Agreement on April 20, 2005 (Amendment No. 2), to increase the scope of work and increase the estimated design cost by \$210,666;

WHEREAS, the Government and the Sponsor amended the Agreement on July 10, 2006 (Amendment No. 3), to increase the scope of work and increase the estimated design cost by \$264,000;

WHEREAS, the Government and the Sponsor amended the Agreement on July 23, 2007 (Amendment No. 4), to increase the scope of work and increase the estimated design cost by \$67,000;

WHEREAS, the Government and the Sponsor amended the Agreement on September 8, 2008 (Amendment No. 5), to increase the scope of work and increase the estimated design cost by \$780,000;

WHEREAS, the Government and the Sponsor amended the Agreement on August 11, 2009 (Amendment No. 6), to increase the scope of work and increase the estimated design cost by \$637,333;

WHEREAS, the Government and the Sponsor amended the Agreement on July 21, 2010 (Amendment No. 7), to increase the scope of work and increase the estimated design cost by \$133,333; and

WHEREAS, the Project received an additional \$1,200,000 in Federal funding under the Fiscal Year 2018 work plan; and

WHEREAS, the Government and the Sponsor desire to amend the Agreement to include design and environmental compliance processing of the Groundwater Quality Protection Program Areas A and G Wastewater Collection Systems, additional design elements of the Project;

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

1. The second sentence of Paragraph a. of ARTICLE II – OBLIGATIONS OF THE PARTIES, is amended to read as follows:

“The design is currently estimated to be completed in twelve (12) months from the effective date of this Amendment No. 8 to the Agreement, substantially in compliance with Article III herein, and in conformity with applicable Federal and State laws and regulations.”

2. Paragraph b. of ARTICLE II – OBLIGATIONS OF THE PARTIES shall be replaced entirely with the following paragraph:

“b. As of the effective date of this Amendment No. 8 to the Agreement, the total Design Cost is projected to be \$4,047,000. The Government shall contribute seventy-five (75) percent of the total Design Cost and the Sponsor shall contribute, in cash, twenty-five (25) percent of the total Design Cost.”

3. The first paragraph of ARTICLE III – SCOPE OF WORK, shall be replaced entirely with the following paragraph:

“The following tasks are required to complete the City of Desert Hot Springs Wastewater Collecting System Design: design and environmental compliance processing of the Groundwater Quality Protection Program Areas A and G Wastewater Collection Systems, as included in the general scope of work provided in Appendix A.”

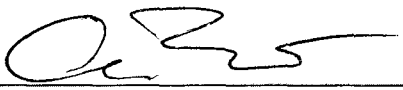
4. Paragraph a. of ARTICLE IV – METHOD OF PAYMENT, shall be replaced entirely with the following paragraph:

“The Sponsor shall provide, during the design period, cash payments required to meet the Sponsor’s obligations under Article II of this Agreement. The total Design Cost is currently estimated to be \$4,047,000 and the Sponsor’s share of the Design Cost is currently estimated to be \$1,007,000. In order to meet the Sponsor’s cash payment requirements, the Sponsor must provide a cash contribution estimated to be \$400,000. The dollar amounts set forth in this Article are based upon the Government’s best estimates, which will reflect projected costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based on costs actually incurred and are not to be construed as the total financial responsibilities of the Government and the Sponsor.”

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 8, which shall become effective upon the date it is signed by the District Engineer.

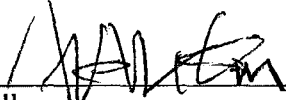
DEPARTMENT OF THE ARMY

BY: 

Aaron C. Barta, PMP
Colonel, U.S. Army
Commander and District Engineer

DATE: 2/26/19

MISSION SPRINGS WATER DISTRICT

BY: 

Arden Wallum
General Manager
Mission Springs Water District

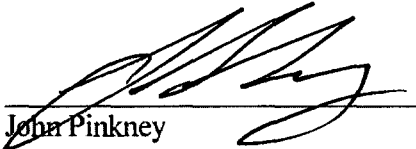
DATE: 2/11/19

Attachment:
Appendix A – Scope of Work

CERTIFICATE OF AUTHORITY

I, John Pinkney, do hereby certify that I am the principal legal officer for the Mission Springs Water District, that the Mission Springs Water District is a legally constituted public body with full authority and legal capability to perform the terms of the Amendment No. 8 to the Design Agreement between the Department of the Army and the Mission Springs Water District in connection with the City of Desert Hot Springs Wastewater Collecting System Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Amendment, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Amendment on behalf of the Mission Springs Water District acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
11th day of Feb. 2019.



John Pinkney
District Legal Counsel
Mission Springs Water District

CERTIFICATION REGARDING LOBBYING


The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Arden Wallum
General Manager
Mission Springs Water District

DATE: 2/11/19