

FIRST SUPPLEMENT TO
MEMORANDUM OF UNDERSTANDING
REGARDING COLLABORATION ON THE
COACHELLA VALLEY SALT AND NUTRIENT MANAGEMENT PLAN

This FIRST SUPPLEMENT is entered into among the Parties identified herein which are the Parties to that certain Memorandum Of Understanding Regarding Collaboration On The Coachella Valley Salt And Nutrient Management Plan (“MOU”) dated as of November 5, 2020. The purpose of the MOU is to collaborate on development of a Coachella Valley Salt and Nutrient Management Plan Development Workplan (“Development Workplan”) and a Groundwater Monitoring Program Workplan, and on subsequent work that may arise from the Development Workplan and Groundwater Monitoring Program Workplan. The purpose of this FIRST SUPPLEMENT is to provide for the implementation of the completed Development Workplan. Unless otherwise stated herein, all capitalized terms in this FIRST SUPPLEMENT shall have the same definition as said terms are defined in the MOU. The Parties to this FIRST SUPPLEMENT shall be collectively referred to herein as “Parties” and individually as “Party.”

PARTIES

1. City of Palm Springs, a charter city that owns its wastewater treatment plant and manages municipal wastewater within its service area.
2. Coachella Valley Water District (“CVWD”), a county water district organized under the California County Water District Law, codified at Sections 30000, et seq., of the California Water Code and the Coachella Valley Water District Merger Law, Water Code section 33100, et seq.
3. City of Coachella, a general-law City that provides water service through the Coachella Water Authority (“CWA”), a joint powers authority formed as a component of the City of Coachella and the Housing Authority of the City of Coachella, and manages municipal wastewater in its service area through its subsidiary Coachella Sanitary District (“CSD”).
4. Desert Water Agency (“DWA”), an independent special district organized under the Desert Water Agency Law, codified at Sections 100-1, et seq., of the Appendix to the California Water Code.
5. Indio Water Authority (“IWA”), a joint powers authority formed as a component of the City of Indio and Housing Authority of the City of Indio.
6. Mission Springs Water District (“MSWD”), a county water district organized under the California County Water District Law, codified at Sections 30000, et seq., of the California Water Code.
7. Myoma Dunes Mutual Water Company (“MDMWC”), a mutual water utility system organized under California Corporations Code Sections 14300, regulated under the U.S. EPA Safe Drinking Water Act, and by California’s Water Code, Health and Safety Code.

8. Valley Sanitary District (“VSD”), a California special district, which operates under the authority of the Health and Safety Code, Sanitary District Act of 1923, Sections 6400 et seq.

RECITALS

WHEREAS, the Parties recognize the importance of basin-wide management of salts and nutrients in groundwater; and

WHEREAS, the Parties wish to supplement the MOU for the purpose of retaining consultants to assist in the implementation of the Development Workplan approved by the Colorado River Basin Regional Water Quality Control Board on October 4, 2021; and

WHEREAS, the Parties selected WEST YOST ASSOCIATES, INC. (“WEST YOST”) to assist with the implementation of the Workplan through a competitive process;

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

RETENTION OF CONSULTANT

1. WEST YOST submitted the scope of work and fee schedule included as Exhibit 1 to this FIRST SUPPLEMENT for the implementation of the Workplan, hereafter referred to as the “Project.”
2. The Parties agree to have CVWD retain WEST YOST on behalf of the Parties, and under the MOU, to complete the Project for an amount not to exceed \$2,684,212, inclusive of a 5% contingency. Said price shall not be exceeded without prior authorization of all Parties.
3. Each Party shall be provided the opportunity to attend all Project meetings.
4. Each Party shall be provided the opportunity to review and provide comments on all Project deliverables.

COST-SHARE

5. The Parties agree to share the cost to implement the Development Workplan in accordance with the cost-share schedule included below.

Cost-Share Schedule

Party	Amount	Percentage
City of Palm Springs	\$151,126.67	5.6%
City of Coachella	\$199,062.79	7.4%
CVWD	\$1,220,381.36	45.5%
DWA	\$490,339.90	18.3%
IWA	\$209,941.92	7.8%
MSWD	\$209,611.78	7.8%

MDMWC	\$79,852.57	3.0%
VSD	\$123,795.02	4.6%

6. It is the stated goal of the Parties to pursue grant funding opportunities to off-set the cost of the Project. Grant funding secured by the Parties, collaboratively or individually, for the Project will be applied to the cost-share amount of all Parties in accordance with the percentages in the cost-share schedule.
7. It is the stated goal of the Parties to expand participation in this collaboration to any and all interested local salt contributing stakeholders. Any funding provided for the Project by future collaborators shall result in an adjustment to the cost-share amount of all Parties in accordance with the percentages in the cost-share schedule.

INVOICING AND PAYMENT

8. CVWD shall enter into a contract with WEST YOST and pay submitted invoices per the terms of the contract.
9. CVWD shall invoice each Party for reimbursement of its cost-share percentage of paid invoices on a quarterly basis.
10. Each Party shall pay the invoice submitted by CVWD within 30 days of receipt of the invoice.

OTHER PROVISIONS

11. All terms of the MOU remain unchanged, except, as supplemented herein.
12. The term of this FIRST SUPPLEMENT shall be from the date on which all Parties sign this FIRST SUPPLEMENT (“Effective Date”) to the date of completion of the Project.
13. Any Party terminating participation in the MOU, and by extension this FIRST SUPPLEMENT, shall be responsible for its share of the Project costs, as set forth in the MOU and this FIRST SUPPLEMENT, which are incurred on or before the effective date of said termination.
14. During the term of this FIRST SUPPLEMENT, the Parties shall ensure that Confidential Information shall not be disclosed to any person or entity. Each Party agrees to protect the confidentiality of the Confidential Information of the other in the same manner that it protects the confidentiality of its own confidential information but in no event shall either Party exercise less than reasonable care in protecting such Confidential Information. Any and all requests for information related to the Project shall be shared with the other Parties so that they may identify Confidential Information. If any Party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of one or more of the other Parties, it shall provide prompt notice to the other of such receipt. The Party receiving the subpoena shall thereafter be entitled to comply with such subpoena or legal process to that extent permitted by law. The Parties’ obligations under this provision shall be binding and shall survive the expiration or termination of this FIRST SUPPLEMENT.

15. This FIRST 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.

IN WITNESS WHEREOF, the Parties have executed this FIRST SUPPLEMENT as of the date indicated below.

Justin Clifton
City of Palm Springs

Date

J. M. Barrett
Coachella Valley Water District

Date

Gabriel Martin
City of Coachella

Date

Mark S. Krause
Desert Water Agency

Date

Bryan H. Montgomery
Indio Water Authority

Date

Arden Wallum
Mission Springs Water District

Date

Michele Donze
Myoma Dunes Mutual Water Company

Date

Beverli A. Marshall
Valley Sanitary District

Date