

Appendix 1-2: CVRWMG MOU

Eligible Applicant Documentation

This *Coachella Valley IRWM Drought Solicitation Implementation Grant Proposal* is being submitted by IWA on behalf of the following agencies and non-governmental organizations:

1. Coachella Valley Regional Water Management Group (CVRWMG) represented by IWA – *Regional Turf Reduction Program*. The CVRWMG is comprised of the following water agencies:

- City of Coachella/Coachella Water Authority (CWA)
- Coachella Valley Water District (CVWD)
- Desert Water Agency (DWA)
- IWA
- Mission Springs Water District (MSWD)

2. IWA – Indio Water Authority Recycled Water Project

3. CVWD – DAC Onsite Plumbing Retrofit Program. CVWD will be the local project sponsor, representing a consortium of local non-profit agencies that will work together to implement the program, including:

- Pueblo Unido Community Development Corporation (Pueblo Unido CDC)
- Leadership Council for Justice and Accountability (Leadership Council)

IWA is an eligible applicant in accordance with the *IRWM Grant Program Guidelines*¹, because it is a local public agency of the State of California. IWA was formed in 2000 and operates a Joint Powers Authority of the City of Indio and the Indio Housing Authority to deliver potable water to the City of Indio. As legislative and policy entity responsible to the residents of Indio for all municipal water programs and services, IWA has statutory authority over water supply.

The Coachella Valley IRWM Region (Region), within which all projects included as part of this grant proposal are located, was accepted into the IRWM Grant Program through the 2009 Region Acceptance Process. The CVRWMG is governed per the adopted Memorandum of Understanding (MOU) among City of Coachella/Coachella Water Authority, Coachella Valley Water District, Desert Water Agency, City of Indio/Indio Water Authority, and Mission Springs Water District for Development of an Integrated Regional Water Management Plan (see **Appendix 1-2**).



MEMORANDUM OF UNDERSTANDING
among
**CITY OF COACHELLA/COACHELLA WATER AUTHORITY, COACHELLA
VALLEY WATER DISTRICT, DESERT WATER AGENCY, CITY OF
INDIO/INDIO WATER AUTHORITY, AND MISSION SPRINGS WATER
DISTRICT**
for
**DEVELOPMENT OF AN INTEGRATED
REGIONAL WATER MANAGEMENT PLAN**

This Memorandum of Understanding (MOU) dated Sept. 9, 2008 is entered into among the City of Coachella/Coachella Water Authority, Coachella Valley Water District, Desert Water Agency, City of Indio/Indio Water Authority, and Mission Springs Water District (collectively known as Partners) for the purpose of coordinating water resources planning activities undertaken by the water agencies.

WHEREAS, each Partner has adopted a Resolution of commitment pledging to create an Integrated Regional Water Management Plan (IRWMP).

WHEREAS, it is in the interests of the signatory Partners and the region served by the Partners that these water resources are responsibly managed and conserved to the extent feasible; and

WHEREAS, the Partners wish to coordinate their long term water supply planning efforts in accordance with Section 10531 of the *Integrated Regional Water Management Planning Act of 2002* and Division 43 of the *Safe Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006* (Acts); and

WHEREAS, the Partners anticipate the potential need for future agreements on specific projects or programs and with other affected agencies to further coordinate long term water supply planning.

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

**SECTION 1:
AUTHORITY OF PARTNERS**

- 1.1 The Coachella Water Authority is a joint powers authority formed as a component of the City of Coachella and Redevelopment Agency of the City of Coachella and has statutory authority over water supply.
- 1.2 The Coachella Valley Water District is a public agency of the State of California organized and operating under County Water District Law, California Water Code section 30000, et seq, and Coachella District

MEMORANDUM OF UNDERSTANDING

August 10, 2008

Merger Law, Water Code section 33100, et seq. Coachella Valley Water District is a State Water Project Contractor and Colorado River Contractor empowered to import water supplies to its service area, and has statutory authority over water supply.

- 1.3 The Desert Water Agency is an independent special district created by a special act of the state legislature contained in chapter 100 of the appendix of the California Water Code. Desert Water Agency is also a State Water Project Contractor empowered to import water supplies to its service area, replenish local groundwater supplies, and collect assessments necessary to support a groundwater replenishment program as provided for in the Desert Water Agency Law and has statutory authority over water supply.
- 1.4 The Indio Water Authority is a joint powers authority formed as a component of the City of Indio and Redevelopment Agency of the City of Indio and has statutory authority over water supply.
- 1.5 Mission Springs Water District is a County Water District formed under Section 30000 et seq of the California Water Code and has statutory authority over water supply.

SECTION 2: DEFINITIONS

The abbreviations and capitalized words and phrases used in this MOU shall have the following meanings:

- 2.1 Acts – mean Section 10531 of the Integrated Regional Water Management Planning Act of 2002 and California Water Code Division 43, known as the *Safe Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006*
- 2.2 Coachella Valley Region – the watershed bounded on the North by the San Bernardino Mountains, Little San Bernardino Mountains and Mecca Hills Area, on the East by Mortmar and Travertine Rock, on the South by the Santa Rosa Mountains and San Jacinto Mountains and on the West by Stubbe Canyon.
- 2.3 CVWD – Coachella Valley Water District
- 2.4 CVRWGM – Coachella Valley Regional Water Management Group
- 2.5 CWA – Coachella Water Authority
- 2.6 DWA – Desert Water Agency

MEMORANDUM OF UNDERSTANDING

- 2.7 IRWMP – Integrated Regional Water Management Plan
- 2.8 IWA – Indio Water Authority
- 2.9 MSWD – Mission Springs Water District

**SECTION 3:
PURPOSES AND GOALS OF THIS MOU**

3.1 Purpose and Goals:

3.1.1 This MOU is to memorialize the intent of the Partners to coordinate and share information concerning water supply planning programs and projects and other information, and to improve and maintain overall communication among the Partners involved. It is anticipated that coordination and information sharing among the Partners will assist the agencies in achieving their respective missions to the overall well-being of the region. Coordination and information sharing shall focus on issues of common interest in Section 3.2.

3.1.2 The execution of this MOU by the Partners shall constitute the formation of a Regional Water Management Group consisting of the Partners, in accordance with the Acts. The Regional Water Management Group shall be named the Coachella Valley Regional Water Management Group (CVRWMG).

3.1.3 It is the goal of the Partners to prepare and adopt an IRWMP for the Coachella Valley Region and to implement projects and programs individually or jointly in groups that address issues of common interest, as the group so identifies.

3.2 Common Issues and Interest:

3.2.1 Water supply programs and projects that may provide mutual benefits in improving water supply reliability and/or water quality.

3.2.2 Coordination of near-term and long-term water supply planning activities.

3.2.3 Development of regional approaches to problem-solving and issues resolution as well as to further common interest.

3.3 Future Agreements By Partners: The Partners acknowledge that by virtue of commitments and intentions stated within this MOU, the need for

certain other considerations that will facilitate the preparation of an IRWMP for the Coachella Valley Region will likely emerge. These include and are not limited to:

- 3.3.1 Developing a Scope of Work
- 3.3.2 Determining the cost sharing of projects
- 3.3.3 Establishing methods for project management
- 3.3.4 Establishing a project timeline

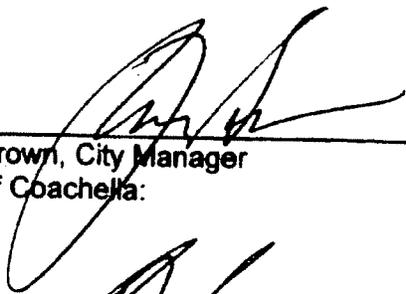
**SECTION 4:
JOINT PLANNING FOR PROJECTS AND PROGRAMS**

- 4.1 **Projects and Programs Covered by this MOU:** it is the intent of the Partners that they coordinate and collaborate to address the common issues identified. The Partners may develop and implement projects and programs individually or jointly in groupings of two or more, or enter into additional agreements in furthering those goals. Applicable projects and programs include, but are not limited to the following:
 - 4.1.1 Water conservation programs and other demand management programs.
 - 4.1.2 Water recycling, desalination, groundwater basin management, and water quality improvement programs and projects.
 - 4.1.3 Water banking, conjunctive use and transfer arrangements.
 - 4.1.4 Storage development to improve system reliability, efficiencies, and flexibility.
 - 4.1.5 Project and program planning and development to solicit external funding.
 - 4.1.6 Other meritorious projects or programs consistent with the purposes of this MOU.
- 4.2 **Communication and Coordination:** It is the intent of the Partners to meet on a monthly basis in order to carry out the purposes and goals of this MOU. The frequency and location of meetings are subject to the discretion of the Partners and may be changed when appropriate.

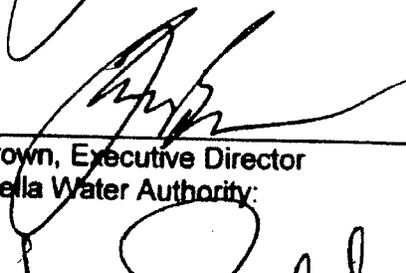
**SECTION 5:
GENERAL PROVISIONS GOVERNING MOU**

- 5.1 **Term:** The term of this MOU is indefinite. Any Partner may withdraw from the MOU by written notice given at least 45 days prior to the effective date.
- 5.2 **Construction of Terms:** This MOU is for the sole benefit of the Partners and shall not be construed as granting rights to any person other than the Partners or imposing obligations on a Partner to any person other than another Partner.
- 5.3 **Good Faith:** Each Partner shall use its best efforts and work wholeheartedly and in good faith for the expeditious completion of the objectives of this MOU and the satisfactory performance of its terms.
- 5.4 **Rights of the Partners and Constituencies:** This MOU does not contemplate the Partners taking any action that would:
- 5.4.1 Adversely affect the rights of any of the Partners; or
 - 5.4.2 Adversely affect the customers or constituencies of any of the Partners.
- 5.5 This document and participation in this IRWMP are nonbinding, and in no way suggest that a Partner may not continue its own planning and undertake efforts to secure project funding from any source.
- 5.6 It is expected that Partners will contribute the personnel and financial resources necessary to develop the IRWMP.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the day and year indicated on the first page of this MOU.



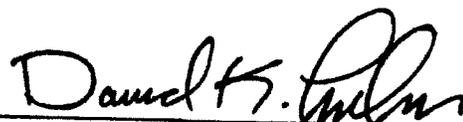
Tim Brown, City Manager
City of Coachella:



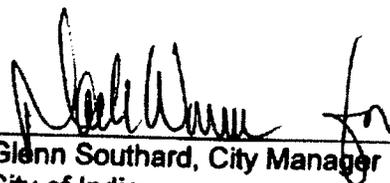
Tim Brown, Executive Director
Coachella Water Authority:



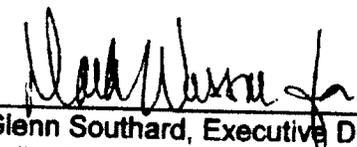
Steve Robbins, General Manager/Chief Engineer
Coachella Valley Water District:



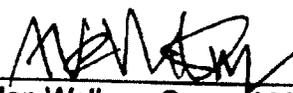
Dave Luker, General Manager
Desert Water Agency:



Glenn Southard, City Manager
City of Indio:



Glenn Southard, Executive Director
Indio Water Authority:



Arden Wallum, General Manager
Mission Springs Water District:

**SUPPLEMENT TO
MEMORANDUM OF UNDERSTANDING
among
CITY OF COACHELLA/COACHELLA WATER AUTHORITY, COACHELLA
VALLEY WATER DISTRICT, DESERT WATER AGENCY, CITY OF
INDIO/INDIO WATER AUTHORITY, AND MISSION SPRINGS WATER
DISTRICT
for
DEVELOPMENT OF AN INTEGRATED
REGIONAL WATER MANAGEMENT PLAN**

This Supplement dated April 29, 2010 is entered into among the City of Coachella/Coachella Water Authority, Coachella Valley Water District, Desert Water Agency, City of Indio/Indio Water Authority, and Mission Springs Water District (collectively known as Partners) for the purpose of coordinating water resources planning activities undertaken by the water agencies.

WHEREAS, each Partner is a party to a Memorandum of Understanding (MOU) for Development of an Integrated Water Management Plan (IRWMP) dated September 9, 2008; and

WHEREAS, the Partners wish to supplement the MOU for the purpose of retaining a consultant to assist in preparing an IRWMP;

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

**SECTION 1:
RETENTION OF CONSULTANT**

- 1.1 The consultant's scope of work, fees and contract terms shall be approved by the Partners.
- 1.2 Mission Springs Water District (MSWD) shall retain a consultant selected by the Partners and administer the consultant agreement as directed by the Partners.

**SECTION 2:
PAYMENT**

- 2.1 MSWD shall initially pay the consultant per the terms of the consulting agreement and as approved by the Partners, and then invoice each partner for reimbursement of one-fifth (1/5) of the payment that has been made to the consultant.

Appendix 1-2: CVRWGMG MOU

2.2 Each Partner shall pay the invoice within 14 days of receipt of invoice.

**SECTION 3:
PARTICIPATION**

3.1 Each Partner retains the right to withdraw its participation in the MOU, as stipulated by the MOU in Section 5.1.

3.2 A withdrawing Partner remains obligated for reimbursement of its share of consulting fees to be paid pursuant to agreement with the consultant executed prior to that Partner's withdrawal from participation.

**SECTION 4:
MISCELLANEOUS**

4.1 Abbreviations, capitalized words and phrases used in this supplement shall have the same meaning as in the MOU.

4.2 All terms of the MOU remain unchanged, except, as supplemented herein.

4.3 This 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 Partners have executed this Supplement as of the day and year indicated on the first page of this MOU.

Appendix 1-2: CVRWGMG MOU



**Gene Rogers, Interim City Manager
City of Coachella**



**Gene Rogers, Executive Director
Coachella Water Authority**

**Steve Robbins, General Manager-Chief Engineer
Coachella Valley Water District**

**Dave Luker, General Manager
Desert Water Agency**

**Tara Lee Adams, City Manager
City of Indio**

**Tara Lee Adams, Executive Director
Indio Water Authority**

**Arden Wallum, General Manager
Mission Springs Water District**

Appendix 1-2: CVRWMG MOU

Gene Rogers, Interim City Manager
City of Coachella:

Gene Rogers, Executive Director
Coachella Water Authority:



Steve Robbins, General Manager-Chief Engineer
Coachella Valley Water District:

Dave Luker, General Manager
Desert Water Agency:

Tara Lee Adams, Interim City Manager
City of Indio:

Tara Lee Adams, Interim Executive Director
Indio Water Authority:

Arden Wallum, General Manager
Mission Springs Water District:

Appendix 1-2: CVRWMG MOU

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Appendix 1-2: CVRWGM MOU

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Appendix 1-2: CVRWMG MOU

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Tara Lee Adams, Executive Director
Indio Water Authority



Arden Wallum, General Manager
Mission Springs Water District

Appendix 1-2: CVRWMG MOU

Appendix 1-2: CVRWGM MOU

SECOND SUPPLEMENT TO
MEMORANDUM OF UNDERSTANDING

among

CITY OF COACHELLA/COACHELLA WATER AUTHORITY, COACHELLA VALLEY
WATER DISTRICT, DESERT WATER AGENCY, CITY OF INDIO/INDIO WATER
AUTHORITY, and MISSION SPRINGS WATER DISTRICT

for

DEVELOPMENT OF AN INTEGRATED REGIONAL WATER MANAGEMENT PLAN

This SECOND SUPPLEMENT dated March 13, 2012, is entered into among the City Of Coachella/Coachella Water Authority, Coachella Valley Water District, Desert Water Agency, City Of Indio/Indio Water Authority, and Mission Springs Water District (collectively known as Partners) for the purpose of coordinating water resources planning activities undertaken by the water agencies.

WHEREAS, each Partner is a party to a Memorandum of Understanding (MOU) for Development of an Integrated Regional Water Management Plan (IRWMP) dated September 9, 2008; and

WHEREAS, each Partner is a party to a first Supplement to that MOU for the purpose of retaining a consultant to assist in preparing an IRWMP dated April 29, 2010; and

WHEREAS, each Partner wishes to supplement the MOU a second time for the purpose of retaining consultants and entering into grant funding contracts with the Department of Water Resources (State) for Proposition 84, Chapter 2 as follows:

- A. Agreement Number 4600009468, for Disadvantaged Communities Outreach (DAC grant), in the amount of \$500,000.
- B. Agreement Number 4600009342, for updating the existing IRWMP (Planning grant), in the amount of \$1,000,000.

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

SECTION 1:
AGREEMENTS

- 1.1 The Coachella Valley Water District (CVWD), designated by the Partners as lead agency for the Coachella Valley IRWMP, shall have overall responsibility for executing and administering Proposition 84 grant agreements as directed by the Partners.
- 1.2 CVWD shall retain consultants selected by the Partners and administer consulting agreements as directed by the Partners.

Appendix 1-2: CVRWMG MOU

- 1.3 Partners shall share equally with CVWD all necessary costs, risks, and obligations for satisfying the terms of the Proposition 84 grant agreements with the State.

SECTION 2:

DAC AND PLANNING GRANT INVOICING AND PAYMENT

- 2.1 CVWD will establish an escrow account, and, upon signing this amendment, each Partner will deposit \$50,000 into that account for a total balance of \$250,000 to ensure that outstanding invoices can be paid if the State fails to provide reimbursements.
- 2.2 CVWD will receive invoices from consultants on a monthly basis, and will pay invoices from the escrow account.
- 2.3 No less than quarterly, CVWD will invoice the State. CVWD will deposit funds received from the State into the escrow account for payment of invoices.
- 2.4 If outstanding invoices exceed \$250,000 more than reimbursement from the State, the escrow account balance will drop to zero and the Partners will postpone grant work until State reimbursements are received.
- 2.5 CVWD will not be responsible for making payments which are neither backed by reimbursements from the State, nor by funds in the escrow account described in Section 2.1.
- 2.6 Upon completion of the Proposition 84 grant agreements, the funds remaining in the escrow account will be distributed equally to the Partners.
- 2.7 The sole purpose of escrow account funds is for paying consultant invoices for the DAC and planning grants after the invoices have been reviewed and approved by the Partners. The funds may not be used for any other purpose without the consensus of the Partners.

SECTION 3:

PARTICIPATION

- 3.1 Each Partner retains the right to withdraw its participation in the MOU as stipulated by the MOU in Section 5.1
- 3.2 A withdrawing Partner remains obligated for reimbursement of its share of costs to be paid pursuant to any agreements executed prior to that Partner's withdrawal from participation.

SECTION 4:

MISCELLANEOUS

- 4.1 Abbreviations, capitalized words and phrases used in this supplement shall have the same meaning as in the MOU.
- 4.2 All terms of the MOU remain unchanged, except, as supplemented herein.

Appendix 1-2: CVRWMG MOU

4.3 This Second 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 Partners have executed this Supplement as of the day and year indicated on the first page of this MOU.

CITY OF COACHELLA/ COACHELLA WATER
AUTHORITY



COACHELLA VALLEY WATER DISTRICT

DESERT WATER AGENCY

CITY OF INDIO/INDIO WATER AUTHORITY

MISSION SPRINGS WATER DISTRICT

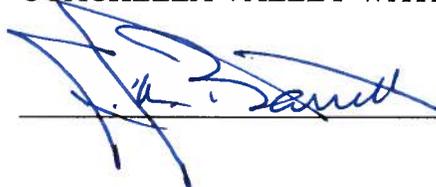
Appendix 1-2: CVRWGM MOU

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

CITY OF COACHELLA/ COACHELLA WATER
AUTHORITY

COACHELLA VALLEY WATER DISTRICT

 3.13.12

DESERT WATER AGENCY

CITY OF INDIO/INDIO WATER AUTHORITY

MISSION SPRINGS WATER DISTRICT

Appendix 1-2: CVRWMG MOU

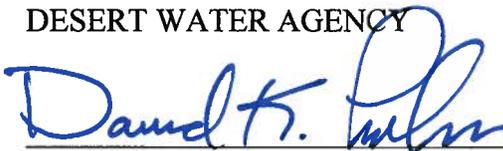
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CITY OF COACHELLA/ COACHELLA WATER
AUTHORITY

COACHELLA VALLEY WATER DISTRICT

DESERT WATER AGENCY



David K. Luker
General Manager

CITY OF INDIO/INDIO WATER AUTHORITY

MISSION SPRINGS WATER DISTRICT

Appendix 1-2: CVRWGMG MOU

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CITY OF COACHELLA/ COACHELLA WATER
AUTHORITY

COACHELLA VALLEY WATER DISTRICT

DESERT WATER AGENCY

CITY OF INDIO/INDIO WATER AUTHORITY



MISSION SPRINGS WATER DISTRICT

Appendix 1-2: CVRWMG MOU

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CITY OF COACHELLA/ COACHELLA WATER
AUTHORITY

COACHELLA VALLEY WATER DISTRICT

DESERT WATER AGENCY

CITY OF INDIO/INDIO WATER AUTHORITY

MISSION SPRINGS WATER DISTRICT



Appendix 1-2: CVRWMG MOU

Appendix 1-2: CVRWGM MOU

THIRD SUPPLEMENT TO
MEMORANDUM OF UNDERSTANDING

among

CITY OF COACHELLA/COACHELLA WATER AUTHORITY, COACHELLA VALLEY
WATER DISTRICT, DESERT WATER AGENCY, CITY OF INDIO/INDIO WATER
AUTHORITY, and MISSION SPRINGS WATER DISTRICT

for

DEVELOPMENT OF AN INTEGRATED REGIONAL WATER MANAGEMENT PLAN

This THIRD SUPPLEMENT dated August 8, 2012, is entered into among the City Of Coachella/Coachella Water Authority, Coachella Valley Water District, Desert Water Agency, City Of Indio/Indio Water Authority, and Mission Springs Water District (collectively known as Partners) for the purpose of coordinating water resources planning activities undertaken by the water agencies.

WHEREAS, each Partner is a party to a Memorandum of Understanding (MOU) for Development of an Integrated Regional Water Management Plan (IRWMP) dated September 9, 2008; and

WHEREAS, each Partner is a party to a first Supplement to that MOU for the purpose of retaining a consultant to assist in preparing an IRWMP dated April 29, 2010; and

WHEREAS, Each Partner is a party to the second Supplement to that MOU for the purpose of retaining consultants and entering into grant funding contracts with the Department of Water Resources (State) for Proposition 84, Chapter 2 as follows:

- A. Agreement Number 4600009468, for Disadvantaged Communities Outreach (DAC Grant), in the amount of \$500,000.
- B. Agreement Number 4600009342, for updating the existing IRWMP (Planning Grant), in the amount of \$1,000,000.

WHEREAS, each partner wishes to supplement the MOU a third time for the purpose of entering into grant funding contracts with the Department of Water Resources (State) for Proposition 84, Chapter 2, Agreement Number 4600009560, for an IRWM Implementation Grant (Implementation Grant) in the amount of \$4,000,000.

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

Appendix 1-2: CVRWMG MOU

SECTION 1: AGREEMENTS

- 1.1 The Coachella Valley Water District (CVWD), designated by the Partners as lead agency for the Coachella Valley IRWMP, shall have overall responsibility for executing and administering this Implementation Grant as directed by the Partners.
- 1.2 The Grant administration costs reimbursed to CVWD shall be limited to \$100,000 as described in EXHIBIT C, Table 1, Budget Category GA of the Implementation Grant Agreement.
- 1.3 The purpose of the Implementation Grant is to fund four individual projects, each of which has a Local Project Sponsor responsible for individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors are expected to act on behalf of CVWD in the fulfillment of Grantee responsibilities where specified in the Implementation Grant Agreement. The four individual projects and their Local Project Sponsors are listed in the Implementation Grant Agreement as follows:
- Regional Water Conservation Program CVWD
 - Short-Term Arsenic Treatment Project Pueblo Unido Community Development
 - Groundwater Quality Protection Program Mission Springs Water District
 - Groundwater Quality Protection Program City of Cathedral City
- 1.4 The Regional Water Conservation Program equally benefits each of the five Partners.

SECTION 2: REGIONAL WATER CONSERVATION PROGRAM INVOICING AND PAYMENT

- 2.1 Each Partner will pay their share of costs to implement programs and shall submit invoices to CVWD for reimbursement no less than quarterly.
- 2.2 No less than quarterly, CVWD will invoice the State. CVWD will distribute funds received from the State to the Partners based on invoices submitted by the Partners.
- 2.3 No Partner shall be expected to make payments for any project or program that are greater than their individual share of costs, without first receiving funds from each Partner sufficient to cover their individual share of the cost.
- 2.4 CVWD will not be responsible for making payments which are neither backed by reimbursements from the State, nor by funds from the Partners as described in section 2.3 above.

SECTION 3:
PARTICIPATION

- 3.1 Each Partner retains the right to withdraw its participation in the MOU as stipulated by the MOU in Section 5.1
- 3.2 A withdrawing Partner remains obligated for reimbursement of its share of costs to be paid pursuant to any agreements executed prior to that Partner's withdrawal from participation.

SECTION 4:
MISCELLANEOUS

- 4.1 Abbreviations, capitalized words and phrases used in this supplement shall have the same meaning as in the MOU.
- 4.2 All terms of the MOU remain unchanged, except, as supplemented herein.
- 4.3 This Second 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 Partners have executed this Supplement as of the day and year indicated on the first page of this MOU.

CITY OF COACHELLA/ COACHELLA WATER
AUTHORITY

x  _____

COACHELLA VALLEY WATER DISTRICT

DESERT WATER AGENCY

SECTION 3:
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CITY OF COACHELLA/ COACHELLA WATER
AUTHORITY

COACHELLA VALLEY WATER DISTRICT


_____ 10-05-12

DESERT WATER AGENCY

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CITY OF COACHELLA/ COACHELLA WATER
AUTHORITY

COACHELLA VALLEY WATER DISTRICT

DESERT WATER AGENCY



Appendix 1-2: CVRWMG MOU

CITY OF INDIO/INDIO WATER AUTHORITY



MISSION SPRINGS WATER DISTRICT

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FOURTH SUPPLEMENT TO
MEMORANDUM OF UNDERSTANDING

among

CITY OF COACHELLA/COACHELLA WATER AUTHORITY, COACHELLA VALLEY
WATER DISTRICT, DESERT WATER AGENCY, CITY OF INDIO/INDIO WATER
AUTHORITY, and MISSION SPRINGS WATER DISTRICT

for

DEVELOPMENT OF AN INTEGRATED REGIONAL WATER MANAGEMENT PLAN

This FOURTH SUPPLEMENT dated February 22, 2013, is entered into among the City Of Coachella/Coachella Water Authority, Coachella Valley Water District, Desert Water Agency, City Of Indio/Indio Water Authority, and Mission Springs Water District (collectively known as Partners) for the purpose of coordinating water resources planning activities undertaken by the water agencies.

WHEREAS, each Partner is a party to a Memorandum of Understanding (MOU) for Development of an Integrated Regional Water Management Plan (IRWMP) dated September 9, 2008; and

WHEREAS, each Partner is a party to a first Supplement to that MOU for the purpose of retaining a consultant to assist in preparing an IRWMP dated April 29, 2010; and

WHEREAS, Each Partner is a party to the second Supplement to that MOU for the purpose of retaining consultants and entering into grant funding contracts with the Department of Water Resources (State) for Proposition 84, Chapter 2 as follows:

- A. Agreement Number 4600009468, for Disadvantaged Communities Outreach (DAC Grant), in the amount of \$500,000.
- B. Agreement Number 4600009342, for updating the existing IRWMP (Planning Grant), in the amount of \$1,000,000.

WHEREAS, each Partner is a party to the third Supplement to the MOU for the purpose of entering into grant funding contracts with the Department of Water Resources (State) for Proposition 84, Chapter 2, Agreement Number 4600009560, for an IRWM Implementation Grant (Implementation Grant) in the amount of \$4,000,000, and for the purpose of designating the Coachella Valley Water District (CVWD) as administrating agency of the Implementation Grant as directed by the Partners.

WHEREAS, The Partners wish to supplement the MOU for the purpose of retaining a consultant for Subtask 9.1: Outreach of the Implementation Grant.

Appendix 1-2: CVRWMG MOU

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

SECTION 1: AGREEMENTS

- 1.1 The consultant's scope of work, fees and contract terms shall be approved by the Partners.
- 1.2 CVWD shall retain the consultant selected by the Partners and administer the consultant agreement as directed by the Partners

SECTION 2: REGIONAL WATER CONSERVATION PROGRAM INVOICING AND PAYMENT

- 2.1 The Regional Water Conservation Program equally benefits each of the five Partners, and the procedures agreed to for invoicing and payment established in the Third Supplement to the MOU shall be followed.
- 2.2 CVWD will establish an escrow account, and upon signing this fourth amendment, each Partner will deposit \$10,000 into that account for a total balance of \$50,000 to ensure that outstanding invoices can be paid if the state fails to provide reimbursements.
- 2.3 CVWD will receive invoices from the consultant on a monthly basis and will pay invoices from the escrow account.
- 2.4 No less than quarterly, CVWD will invoice the State. CVWD will deposit funds received from the State into the escrow account for payment of consultant invoices.
- 2.5 If the escrow account balance drops to zero, the Partners will postpone grant work until state reimbursements are received.
- 2.6 CVWD will not be responsible for making payments, which are neither backed by reimbursements from the State, nor by funds in the escrow account.
- 2.7 Upon completion of Subtask 9.1: Outreach, the funds remaining in the escrow account will be distributed equally to the Partners.
- 2.8 The sole purpose of this escrow account is for paying consultant invoices for Subtask 9.1: Outreach. The funds may not be used for any other purpose without consensus of the Partners.

Appendix 1-2: CVRWMG MOU

3.2 A withdrawing Partner remains obligated for reimbursement of its share of costs to be paid pursuant to any agreements executed prior to that Partner's withdrawal from participation.

SECTION 4:
MISCELLANEOUS

- 4.1 Abbreviations, capitalized words and phrases used in this supplement shall have the same meaning as in the MOU.
- 4.2 All terms of the MOU remain unchanged, except, as supplemented herein.
- 4.3 This 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 Partners have executed this Supplement as of the day and year indicated on the first page of this MOU.

CITY OF COACHELLA/ COACHELLA WATER
AUTHORITY



COACHELLA VALLEY WATER DISTRICT

DESERT WATER AGENCY

Appendix 1-2: CVRWMG MOU

3.2 A withdrawing Partner remains obligated for reimbursement of its share of costs to be paid pursuant to any agreements executed prior to that Partner's withdrawal from participation.

SECTION 4:
MISCELLANEOUS

- 4.1 Abbreviations, capitalized words and phrases used in this supplement shall have the same meaning as in the MOU.
- 4.2 All terms of the MOU remain unchanged, except, as supplemented herein.
- 4.3 This Second 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 Partners have executed this Supplement as of the day and year indicated on the first page of this MOU.

CITY OF COACHELLA/ COACHELLA WATER
AUTHORITY

COACHELLA VALLEY WATER DISTRICT



DESERT WATER AGENCY

SECTION 3:
PARTICIPATION

- 3.1 Each Partner retains the right to withdraw its participation in the MOU as stipulated by the MOU in Section 5.1
- 3.2 A withdrawing Partner remains obligated for reimbursement of its share of costs to be paid pursuant to any agreements executed prior to that Partner's withdrawal from participation.

SECTION 4:
MISCELLANEOUS

- 4.1 Abbreviations, capitalized words and phrases used in this supplement shall have the same meaning as in the MOU.
- 4.2 All terms of the MOU remain unchanged, except, as supplemented herein.
- 4.3 This Fourth 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 Partners have executed this Supplement as of the day and year indicated on the first page of this MOU.

CITY OF COACHELLA/ COACHELLA WATER
AUTHORITY

COACHELLA VALLEY WATER DISTRICT

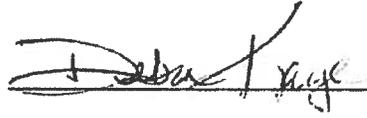
DESERT WATER AGENCY



David H. Fisher

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