

## Memorandum

**To:** Salton Sea Authority Board of Directors  
**From:** G. Patrick O'Dowd, Executive Director /GM  
**Date:** June 18, 2026  
**Re:** **CV Strategies – Final Accounting**

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By way of background: CV Strategies was initially engaged under a six-month agreement not to exceed \$42,000, approved by the Board on September 12, 2024. That agreement was modified on June 20, 2025, to extend the contract through the end of the fiscal year (one month, funded in arrears), and to add six months of service at a reduced rate of \$5,000 per month, to align with the Authority's recently approved budget.

As the work progressed towards the development of a Strategic Plan, several factors influenced both the scope of work and timing of deliveries. Turnover at CV Strategies, losing the principal relationship manager, resulted in loss of institutional knowledge and disruption in the flow of work. In addition, we learned in November of IID's intention to not renew its membership in the Authority after June 30<sup>th</sup> which had the potential to reshape the focus and direction of the Strategic Plan.

As the feasibility study progressed and considering the increased effort and cost, this board authorized in November of 2025 an additional \$30,000 to complete the work. The board minutes from that meeting reflect (and staff is requesting that today's action today affirm) that the \$30,000 was new money, fully utilizing the remaining budgeted funds for the account to which this was being charged. The full \$30,000 has been paid.

Notwithstanding that payment, there remains an additional \$14,947.93 which remains billed and unpaid. This work represents additional work incurred – meeting with the then Board President, working through the various issues relating to IID's departure, and finalizing input from staff and sustaining board members.

Staff is requesting:

1. Affirm prior authorization and ratify the payment made of the full \$30,000 as approved on November 20, 2025, and
2. Authorize the payment of \$14,947.93, in full satisfaction of all remaining claims from CV Strategies. In conjunction therewith CV Strategies and the Authority will execute a mutual release in the form attached hereto.

## **MUTUAL RELEASE AGREEMENT**

This Mutual Release Agreement (“Mutual Release”) is made and entered into as of the \_\_\_\_\_ day of June, 2026, by and between the Salton Sea Authority (“Authority”) and CV Strategies. Hereinafter, the Authority and CV Strategies are sometimes individually referred to as “Party,” and collectively referred to as the “Parties.”

### **RECITALS**

WHEREAS, on September 12, 2024, the Board of Directors of the Authority approved an agreement with CV Strategies to provide education, outreach and advocacy services in the amount of \$42,000 (“Agreement”); and

WHEREAS, on June 25, 2025, due to an expanded scope of work and to lay the foundation for future work ahead, the Authority authorized an amendment to the Agreement to provide an additional \$7,000 in fiscal year 2025, as well as engaging CV Strategies in fiscal year 2026 for an initial period of 6 months beginning July 1<sup>st</sup> to support the Authority’s effort in broadly refining their communications footprint, with a cost not to exceed \$5,000 per month; and

WHEREAS, on November 25, 2025, the Authority approved an amended scope of services and authorized an amount not to exceed \$30,000; and

WHEREAS, throughout the period of engagement CV Strategies submitted and the Authority paid the invoices submitted by CV Strategies; and

WHEREAS, there was an unreconciled final billing between the Authority and CV Strategies; and

WHEREAS, the Parties wish to reconcile this final billing by a final payment and release all Claims as to each other; and

WHEREAS, “Claim” as used in this Mutual Release means any and all past, present, or future claims, counterclaims, cross-claims, disputes, demands, actions and causes of action, petitions, suits, debts, liabilities, defenses, obligations, damages (whether general, special, consequential, punitive, statutory, or other), penalties, costs, losses, expenses, and attorneys’ fees (whether incurred prior to or after the date of the Agreement), whether known or unknown, liquidated or unliquidated, fixed or contingent, direct or indirect, suspected or unsuspected, premised on direct recovery, contribution, or indemnity, whether based on contract, tort, statute, or other legal or equitable theory of recovery, whether written or oral, among or between the Parties.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the covenants, mutual releases and other terms set forth in this Mutual Release, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:

1. Incorporation of Definitions and Recitals. The foregoing definitions and recitals

are incorporated in this Mutual Release.

2. Release Payment: The Authority shall pay CV Strategies the final invoice in the amount of \$14,947.93 as the final payment for the services performed by CV Strategies (“Payment”).

3. Release By CV Strategies. Upon receipt of the Payment from the Authority, CV Strategies unconditionally and irrevocably, fully, finally, and forever waives, releases, acquits and forever discharges the Authority from any and all Claims, except any claim for breach of this Mutual Release. Subject to the foregoing, CV Strategies understands that by signing this Mutual Release, they are waiving any and all Claims against the Authority, known or unknown, to the greatest extent allowable under law. CV Strategies represents and warrants to the Authority that they have not previously sold, encumbered, pledged, assigned or otherwise transferred any rights or interest in or to the Claims released by this Mutual Release.

CV Strategies understands that the releases contained in the foregoing paragraph shall be effective as full and final general release of all Claims, whether known or unknown, against the Authority. CV Strategies has been advised of, and they fully waive Section 1542 of the Civil Code of the State of California which provides:

**“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing release, which if known by him or her must have materially affected his or her settlement with the debtor.”**

CV Strategies waives any right which they have or may have under the above-mentioned Section 1542 to the fullest extent possible. CV Strategies is aware that they may hereafter discover claims or facts in addition to or different from those they now known or believe to exist with respect to the subject matter of this Mutual Release; however, they and their successors and assigns hereby settle and release all of the Claims which they have or may have against the Authority.

4. Release By Authority. The Authority unconditionally and irrevocably, fully, finally, and forever waives, releases, acquits and forever discharges CV Strategies from any and all Claims, except any claim for breach of this Mutual Release. Subject to the foregoing, the Authority understands that by signing this Mutual Release, it is waiving any and all Claims against CV Strategies, known or unknown, to the greatest extent allowable under law. The Authority represents and warrants to CV Strategies that it has not previously sold, encumbered, pledged, assigned or otherwise transferred any rights or interest in or to the Claims released by this Mutual Release.

The Authority understands that the releases contained in the foregoing paragraph shall be effective as full and final general release of all Claims, whether known or unknown, against CV Strategies. the Authority has been advised of, and it fully waives Section 1542 of the Civil Code of the State of California which provides:

**“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time**

**of executing release, which if known by him or her must have materially affected his or her settlement with the debtor.”**

The Authority waives any right which they have or may have under the above-mentioned Section 1542 to the fullest extent possible. The Authority is aware that it may hereafter discover claims or facts in addition to or different from those it now knows or believes to exist with respect to the subject matter of this Mutual Release; however, it and its successors and assigns hereby settle and release all of the Claims which it has or may have against CV Strategies.

5. Covenants Not to Sue. Without limiting the generality of the foregoing releases, the Parties hereby covenant and agree that, no Party shall institute, bring, commence or continue any action in any court, arbitration, or other forum against any other Party for any of the Claims or the Indebtedness released pursuant to this Mutual Release; provided, however, that nothing herein shall waive, release, acquit or discharge any claim or counterclaim that either party may have for enforcement or breach of this Mutual Release.

6. Acknowledgement of Adequate Consideration. The Parties hereby acknowledge and agree that the foregoing releases and covenants not to sue, as well as all other terms of this Mutual Release, are supported by adequate consideration, and the Parties hereby waive any allegation, claim and/or defense to the contrary.

7. Integration. This instrument comprises the entire understanding between the Parties concerning the subject matter of this Mutual Release and supersedes and replaces all prior negotiations and proposed agreements, both written and oral. This Agreement is a final expression of the Parties' intent with respect to the subject matter. There are no other contracts, understandings, representations, or warranties made by any other party to the Agreement except as expressly contained in this Mutual Release.

8. Independent Representation. The Parties hereby warrant that, in executing this Mutual Release, they do so with full knowledge of the rights and obligations that it may have and that they have received or have been given the opportunity to seek legal advice with respect to the matters contained in this Mutual Release. This Mutual Release is the product of joint negotiation between the Parties and, as applicable, their respective attorneys and shall not be construed for or against any of the Parties.

9. Choice of Law. This Mutual Release shall be construed and enforced in accordance with the laws of the State of California without giving effect to principles of conflicts of law thereof.

10. Consent to Jurisdiction and Venue. The Parties hereby agree that any and all matters related to the interpretation and enforcement of this Mutual Release shall be subject to the jurisdiction of the courts having jurisdiction for the State of California, County of Riverside or the United States District Court for the Central District of California and the Parties hereby consent to such venue.

11. Severability. Should any term of this Mutual Release be deemed unlawful, that provision shall be severed and the remaining terms shall continue to be valid and fully enforceable

12. Writing Required. This Mutual Release may not be altered or amended except in writing signed by the Parties.

13. No Waiver. No waiver by any Party of any condition, or the breach of any term, provision, warranty, representation, agreement or covenant contained in this Mutual Release, whether by conduct or otherwise, in any one or more instances shall be deemed or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of the breach of any other term, provision, warranty, representation, agreement or covenant herein contained.

14. Counterparts. This Mutual Release may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts, taken together shall constitute but one Mutual Release.

15. Additional Documents. Each of the Parties further agrees to execute and deliver any further documents which may be required to effectuate and/or carry out the terms of this Mutual Release.

16. Binding Effect. The Mutual Release shall be binding upon and shall inure to the benefit of the Parties and their respective legal representatives, heirs, successors and assigns. Other than as explicitly set forth in this Mutual Release, nothing in this Mutual Release is intended to, or does, create any rights in third parties.

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have hereunder set their hands and entered into this Agreement on the day and year first written above.

Dated: \_\_\_\_\_, 2026

CV STRATEGIES

\_\_\_\_\_  
Erin LaCombe

Dated: \_\_\_\_\_, 2026

SALTON SEA AUTHORITY

By: \_\_\_\_\_  
Castulo R. Estrada  
President