

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 **September 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 Resources 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

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 CVRWMG – Coachella Valley Regional Water Management Group
- 2.5 CWA – Coachella Water Authority
- 2.6 DWA – Desert Water Agency

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- 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 (CVRWVG).

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.

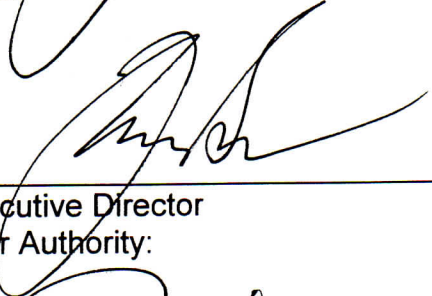
**SECTION 5:
GENERAL PROVISIONS GOVERNING MOU**

- 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.



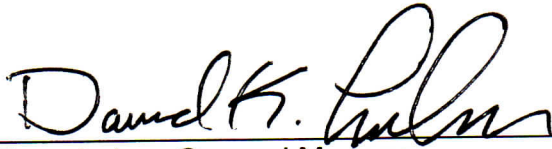
Tim Brown, City Manager
City of Coachella:



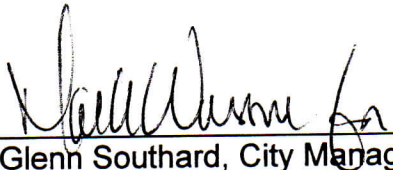
Tim Brown, Executive Director
Coachella Water Authority:



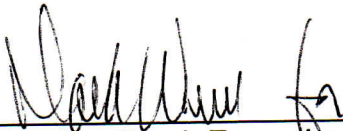
Steve Robbins, General Manager/Chief Engineer
Coachella Valley Water District:




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:

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