

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

This Memorandum of Understanding (MOU) dated August 27, 2014 is entered into among the City of Coachella/Coachella Water Authority, Coachella Valley Water District, Desert Water Agency, City of Indio/Indio Water Authority, Mission Springs Water District, and Valley Sanitary District (collectively known as Members) for the purpose of coordinating water resources planning activities undertaken by the water entities. This MOU restates the agreement of the founding Members and incorporates all supplements to the original MOU listed below:

- Supplement 1 – April, 29 2010 – Consultant Retention IRWM Plan
- Supplement 2 – March 13, 2012 – Consultant Retention Plan Update and DAC Outreach
- Supplement 3 – August 8, 2012 – Implementation Grant Round 1
- Supplement 4 – February 22, 2013 – Consultant Retention CV-Strategies Outreach

**WHEREAS**, each Member has adopted a Resolution of commitment approving this MOU and committing to develop, update, and implement the Coachella Valley Integrated Regional Water Management Plan (CVIRWMP).

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

**WHEREAS**, the Members 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 Members anticipate the potential need for future agreements on specific activities, 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 MEMBERS**

- 1.1. The Coachella Water Authority is a joint powers authority formed as a component of the City of Coachella and has statutory authority over water supply.
- 1.2. 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 of the City of Indio and the Indio Housing Authority 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.
- 1.6. The Valley Sanitary District is an independent special district governed under the California Sanitary Act of 1923. The District provides collection, wastewater treatment and water reuse services for customers in the eastern Coachella Valley since 1925.

**SECTION 2:  
MEMBERSHIP CRITERIA**

Membership criteria for participation as a Member includes:

- 2.1. Possess a water management responsibility in the Coachella Valley. This criterion could apply to but is not limited to the following entities:
  - a. Wholesale or retail water providers
  - b. Agricultural, recycled, and raw/surface water providers
  - c. Wastewater providers
  - d. Surface water rights holders
  - e. Regional flood/stormwater managers

- 2.2. Commit to adopting the 2014 CVIRWM Plan prior to membership and participate in future Plan Updates, as well as commit to good faith effort as a part of the CVIRWMG to approve the future Plan Updates
- 2.3. Actively participate in management and implementation of Coachella Valley IRWM program. This includes regular attendance at meetings of CVIRWMG, Planning Partners, and other essential meetings, as well as efforts necessary to review and comment on work products
- 2.4. Participate in funding current and future program costs.
- 2.5. Commit to transparency and accountability in governing body actions that relate to the Coachella Valley IRWM program.
- 2.6. Commit to adopt the MOU and abide by the Ground Rules.
- 2.7. Commit to work toward consensus in supporting the water management needs of the entire Coachella Valley.

### **SECTION 3: DEFINITIONS**

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

- 3.1. 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
- 3.2. 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.
- 3.3. CVWD — Coachella Valley Water District
- 3.4. CVIRWMG — Coachella Valley Integrated Regional Water Management Group
- 3.5. CWA — Coachella Water Authority
- 3.6. DWA — Desert Water Agency
- 3.7. IRWMP — Integrated Regional Water Management Plan
- 3.8. CVIRWMP — Coachella Valley Integrated Regional Water Management Plan

3.9. IWA — Indio Water Authority

3.10. Planning Partners — primary stakeholder group for the Coachella Valley IRWM Program that provides direct input to the Members

3.11. MSWD — Mission Springs Water District

3.12. VSD — Valley Sanitary District

#### **SECTION 4: PURPOSES AND GOALS OF THIS MOU**

##### 4.1. Purpose and Goals:

4.1.1. The purpose of this MOU is to memorialize the intent of the Members to coordinate and share information concerning water supply planning programs and projects and other information, and to improve and maintain overall communication among the Members involved. It is anticipated that coordination and information sharing among the Members 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.

4.1.2. The execution of the original MOU by the Members formed the Integrated Regional Water Management Group consisting of the Members, in accordance with the Acts. The Integrated Regional Water Management Group shall be named the Coachella Valley Integrated Regional Water Management Group (CVRIWGM) and shall be comprised of the Members listed in Section 1 and compliant with the membership criteria in Section 2.

4.1.3. The original goal of the Members was to prepare and adopt an IRWMP for the Coachella Valley Region, which was accomplished in 2010 and updated in 2014. Further their future goal is to implement projects, activities and programs individually or jointly in groups that address issues of common interest, as the group so identifies.

##### 4.2. Common Issues and Interest:

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

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

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

- 4.3. Future Agreements by Members: The Members acknowledge that by virtue of commitments and intentions stated within this MOU, the need for certain other considerations that will facilitate the update and implementation of the CVIRWMP for the Coachella Valley Region will emerge. Those considerations will be subject to the agreement of the parties and documented in subsequent supplements.

**SECTION 5:  
JOINT PLANNING FOR PROJECTS AND PROGRAMS**

- 5.1. Projects, Programs and Actions which are part of the Coachella Valley Integrated Regional Water Management Plan: it is the intent of the Members that they coordinate and collaborate to address the common issues identified. By consensus, the Members may develop and implement actions, projects and programs individually or jointly in groups of two or more, or enter into additional agreements in furthering those goals. This section shall not be construed as a means of removing general benefit projects from the management oversight of CVRIWMP, nor as a method of circumventing the decision resolution process outlined in the governance documents of the CVRIWMP. Applicable projects and programs include, but are not limited to the following:
- 5.1.1. Water conservation programs and other demand management programs.
  - 5.1.2. Water recycling, desalination, groundwater basin management, and water quality improvement programs and projects.
  - 5.1.3. Water banking, conjunctive use and transfer arrangements.
  - 5.1.4. Water storage development to improve system reliability, efficiencies, and flexibility.
  - 5.1.5. Project and program planning and development to solicit external funding.
  - 5.1.6. Other meritorious projects or programs consistent with the purposes of this MOU.
- 5.2. Communication and Coordination: It is the intent of the Members to generally 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 Members and may be changed when appropriate.

The Members will also coordinate with stakeholders in the Coachella Valley through Planning Partners meetings and other correspondence at a frequency determined by the Members. The Planning Partners will provide opportunity for public comment on decisions directly related to the CVIRWMP development and implementation that are made by the governing bodies of the Members.

**SECTION 6:  
TERMS AND CONDITIONS**

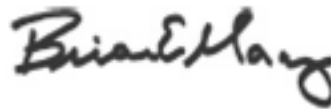
- 6.1. Term: The term of this MOU is indefinite. Any Member may withdraw from the MOU by written notice given at least 45 days prior to the effective date.
- 6.2. Construction of Terms: This MOU is for the sole benefit of the Members and shall not be construed as granting rights to any person other than the Members or imposing obligations on a Member to any person other than another Member.
- 6.3. Good Faith: Each Member 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.
- 6.4. Rights of the Members: This MOU does not contemplate the Members taking any action that would:
- 6.4.1. Adversely affect the rights of any of the Members; or
  - 6.4.2. Adversely affect the customers or constituencies of any of the Members.
- 6.5. This document and participation in this CVIRWMP are nonbinding, and in no way suggest that a Member may not continue its own planning and undertake efforts to secure project funding from any source.
- 6.6. Members shall contribute personnel and financial resources necessary to undertake the CVIRWMP efforts of the CVIRWVG. It is expected that Members will contribute equal shares to the current and future CVIRWM program costs as agreed by the CVIRWVG. These will be documented in subsequent supplements to the MOU.
- 6.7. From time to time, the CVIRWVG may apply for and receive funding from state or federal agencies, or other entities for projects of mutual benefit within the IRWM Region. The CVIRWVG may appoint a member agency or consultant to administer and coordinate the use of such funding. The administering agency shall not have any additional authority above the CVIRWVG Members regarding project implementation, funding redistribution or any other decisions related to such projects.

**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.



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Jim Barrett  
Coachella Valley Water District



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Brian Macy  
Indio Water Authority



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Arden Wallum  
Mission Springs Water District



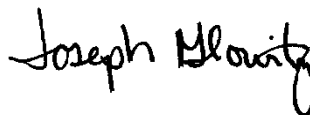
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Dave Luker  
Desert Water Agency



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Kirk Cloyd Coachella Water Authority



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Joseph Glowitz  
Valley Sanitary District