

**2021**  
**MEMORANDUM OF UNDERSTANDING**  
**FOR INTEGRATED REGIONAL WATER MANAGEMENT PLANNING AND FUNDING IN**  
**THE COLORADO RIVER BASIN FUNDING AREA**

This Memorandum of Understanding (MOU) is entered into this 9th day of November 2021 (Effective Date) among the Parties listed below:

**PARTIES:**

**1. Coachella Valley Regional Water Management Group (RWMG)**, hereinafter CVRWMG, includes the following member agencies which are each a Party to this MOU:

Coachella Water Authority, hereinafter CWA; Coachella Valley Water District, hereinafter CVWD; Desert Water Agency, hereinafter DWA; Indio Water Authority, hereinafter IWA; Mission Springs Water District hereinafter MSWD; and Valley Sanitary District, hereinafter VSD.

**2. Mojave RWMG**, hereinafter MRWMG, includes the following member agencies which are each a Party to this MOU:

Mojave Water Agency, hereinafter MWA; Victor Valley Wastewater Reclamation Authority, hereinafter VVWRA; Technical Advisory Committee, hereinafter TAC; Mojave Desert Resource Conservation District, hereinafter Mojave Desert RCD; and Morongo Basin Pipeline Commission.

**3. San Gorgonio RWMG**, hereinafter SGRWMG, includes the following member agencies which are each a Party to this MOU:

City of Banning, hereinafter Banning; Banning Heights Mutual Water Company, hereinafter BHMWC; High Valleys Water District, hereinafter HVWD, Riverside County Flood Control and Water Conservation District, hereinafter RCFCWCD; and the San Gorgonio Pass Water Agency, hereinafter SGPWA.

The RWMG agencies acting collectively under this agreement are the COLORADO RIVER INTEGRATED REGIONAL WATER MANAGEMENT PARTIES, hereinafter called the Colorado River IRWM Parties. The RWMG agencies also are sometimes referred to in this MOU collectively as “Parties” and individually as “Party.”

**RECITALS:**

- A. The Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Public Resources Code, sections 79740-79744) (Proposition 1), authorizes the Legislature to appropriate funding for competitive grants for Integrated Regional Water Management (IRWM) projects. Funding is administered by the Department of Water Resources (DWR).
- B. The intent of Proposition 1 is, in part, to encourage integrated regional strategies for management of water resources and to provide funding through competitive grants, for projects that protect communities from drought, protect and improve water quality, promote environmental stewardship, and improve local water security by reducing dependence on imported water.

- C. The Colorado River Basin Hydrologic Region, also known as the Colorado River Funding Area, is composed of the IRWM regions – the CVRWMG, MRWMG, and SGRWMG. The boundaries of the CVRWMG, MRWMG, and SGRWMG are shown in **Attachment A**. Each IRWM region has been accepted into the IRWM Grant Program via the Region Acceptance Process.
- D. For the purposes of this 2021 MOU, the division of funding and terms of the funding agreement among the Colorado River IRWM regions shall be consistent with terms articulated in **Attachment B**, which are summarized below:

<b>Proposition 1, Round 2 Implementation Solicitation</b>	
<b>Region</b>	<b>Funding per Region</b>
CVRWMG	\$4,112,755
MRWMG	\$2,512,755
SGRWMG	\$1,912,755
<b>Total</b>	<b>\$8,538,265</b>

- E. Each Party has adopted an accepted IRWM Plan pursuant to Water Code § 10530 et seq. The Parties now desire coordination of applications for the Proposition 1 Round 2 Implementation grants to fund projects to enhance the quality of planning, identify opportunities for supporting common goals and projects, and improve the quality and reliability of water in the Colorado River Funding Area and throughout the State of California. The Parties will each rank and select projects for inclusion in IRWM grant applications for their region consistent with their respective IRWM Plans. The Parties will also submit a Proposition 1 Round 2 Implementation grant application to DWR individually for their respective RWMGs.
- F. The Parties will balance the necessary autonomy of each planning region to plan for itself at the appropriate scale with the need to coordinate among themselves to improve inter-regional cooperation and efficiency. By consensus, the Parties have developed the 2021 MOU to improve the IRWM planning process in the Funding Area to coordinate planning across planning region lines and facilitate the appropriation of funding for IRWM projects by DWR.
- G. The Parties will coordinate on grant funding requests to ensure that the sum of the total grant requests does not exceed the amount designated for the funding region.

The RECITALS are incorporated herein and the PARTIES hereby mutually agree as follows:

**1. Definitions**

The following terms and abbreviations, unless otherwise expressly defined by their context, shall mean:

- A. **Funding Area** – refers to any one of the 12 regions and sub-regions referenced in Public Resources Code section 79744(b) and allocated a specific amount of funding to support IRWM activities. The Colorado River Basin Hydrologic Region (also referred to as Colorado River Funding Area) incorporates lands in the Colorado River Basin Regional Water Quality Control Board.
- B. **RWMG** – refers to a group of at least three agencies, two of which must have statutory authority over water management, that have joined together to manage water resources to meet regional

needs. Each RWMG is the documented leader of IRWM planning and implementation efforts in a planning region.

- C. **Planning Region** –refers to regions with integrated stakeholders, agencies and projects in their regions for the purpose of coordinating with other planning regions and DWR. The boundaries of the three planning regions in the Colorado River Funding Area are shown in **Attachment A**.
- D. **Colorado River Integrated Regional Water Management Parties (Colorado River IRWM Parties)** – refers collectively to the three RWMGs entering into this MOU. The Colorado River IRWM Parties is composed of at least one representative from each recognized RWMG in the Funding Area. The Colorado River IRWM Parties will meet periodically to discuss issues pertaining to the Funding Area and make recommendations to the RWMGs.
- E. **Stakeholder Advisory Committee** – refers to the recognized committee or committees of stakeholders advising a planning region’s RWMG and/or governing agencies on key issues related to IRWM planning and grant applications.

## **2. General Planning Cooperation via Colorado River IRWM Parties**

All RWMGs will meet on an as-needed basis through the Colorado River IRWM Parties. The number and timing of meetings will depend on the amount and intensity of planning and coordination efforts of the planning regions. The efforts of the Colorado River IRWM Parties will be to coordinate on IRWM-related funding efforts, enhance the quality of planning, and identify opportunities for supporting common goals and projects in the Funding Area.

## **3. Scope of the Agreement**

Nothing contained within this MOU binds the Parties beyond the scope or term of this MOU unless the Parties expressly so agree in subsequent agreements, amendments, or contracts. This MOU does not require any commitment of funding beyond that which is voluntarily committed by separate board actions, but recognizes in-kind contributions of RWMG agencies and stakeholders.

## **4. Term of Agreement**

The term of this MOU is from its Effective Date set forth above to the end of the fund expenditure date included in the Proposition 1 Round 2 Implementation Grant Proposal Solicitation Package (PSP) unless extended or terminated by mutual agreement of the Parties.

## **5. Modification or Termination**

This MOU may be modified or terminated with the concurrence of the RWMGs. Modification or termination shall be effective upon execution of a written agreement by all the RWMGs.

## **6. Notice**

Any notices sent or required to be sent to any RWMG shall be mailed and electronically mailed to the representatives designated for each member agency of the RWMGs.

## **7. Funding Uncertainties**

The RWMGs do not guarantee that these coordination efforts and applications for funding will result in actual funding of any specific project. Nothing in this MOU shall be construed as creating a promise or guarantee of future funding. No liability or obligation shall accrue to any Party if DWR does not provide funding in response to any Party’s application. The Parties are committed to planning and

coordinating notwithstanding IRWM funding. The form of such coordination may change based on the sources of funding.

## **8. Indemnification**

To the fullest extent permitted by law, each Party shall defend, indemnify and hold harmless the other Parties, their consultants, and each of their directors, officers, agents, and employees from and against all liability, claims, damages, losses, expenses, and other costs including costs of defense and attorneys' fees, arising out of or resulting from or in connection with work performed pursuant to this MOU. Such obligation shall not apply to any loss, damage, or injury, as may be caused by the sole negligence or willful misconduct of a Party, its directors, officers, employees, agents, and consultants.

## **9. Miscellaneous Provisions**

- A. **Governing Law:** This MOU is to be construed in accordance with the laws of the State of California. Any action at law or in equity brought by any of the Parties shall be brought in a court of competent jurisdiction in Imperial, Riverside, or San Bernardino Counties, and the parties hereto waive all provisions of law providing for change of venue in such proceedings to any other county.
- B. **Severability and Validity of Provisions:** If any provision of this MOU is held by a court to be invalid, void or unenforceable, the remaining provisions shall be declared severable and shall be given full force and effect to the extent possible.
- C. **Arms' Length Negotiations:** This MOU is the result of negotiations between the parties hereto and with the advice and assistance of their respective counsels. No provision contained herein shall be construed against any Party because of its participation in preparing this MOU.
- D. **Waiver:** Any waiver by a Party of any breach by the other of any one or more of the terms of this MOU shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any of the respective Parties to require from the others exact, full and complete compliance with any terms of the MOU shall not be construed to change the terms hereof or to prohibit the Party from enforcement hereof.
- E. **Execution in Parts or Counterparts:** This MOU may be executed and delivered in any number of parts or counterparts, hereinafter called "Counterpart". When each Party has signed and delivered at least one Counterpart to the other parties hereto, each Counterpart shall be deemed an original and, taken together, shall constitute one and the same MOU, which shall be binding and effective as to the Parties hereto. Facsimile or electronic signatures shall be binding.
- F. **Exclusive Expression of Agreement:** This MOU is intended by the parties hereto as their final expression with respect to the matters herein, and is a complete and exclusive statement of the terms and conditions thereof. This MOU shall not be changed or modified except by the written consent of all Parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown on the attached counterpart signature pages:

On behalf of the Mojave Regional Water Management Group:

Mojave Water Agency

\_\_\_\_\_  
Kathy Cortner, General Manager

\_\_\_\_\_  
Date

Technical Advisory Committee

\_\_\_\_\_  
[insert name], Chairperson

\_\_\_\_\_  
Date

On behalf of the San Gorgonio Regional Water Management Group:

City of Banning

\_\_\_\_\_  
Doug Schulze, City Manager

\_\_\_\_\_  
Date

On behalf of the Coachella Valley Regional Water Management Group

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Jim Barrett  
Coachella Valley Water District

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Reymundo Trejo, P.E.  
Indio Water Authority

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Arden Wallum  
Mission Springs Water District

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Mark Krause  
Desert Water Agency

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Gabriel Martin  
Coachella Water Authority

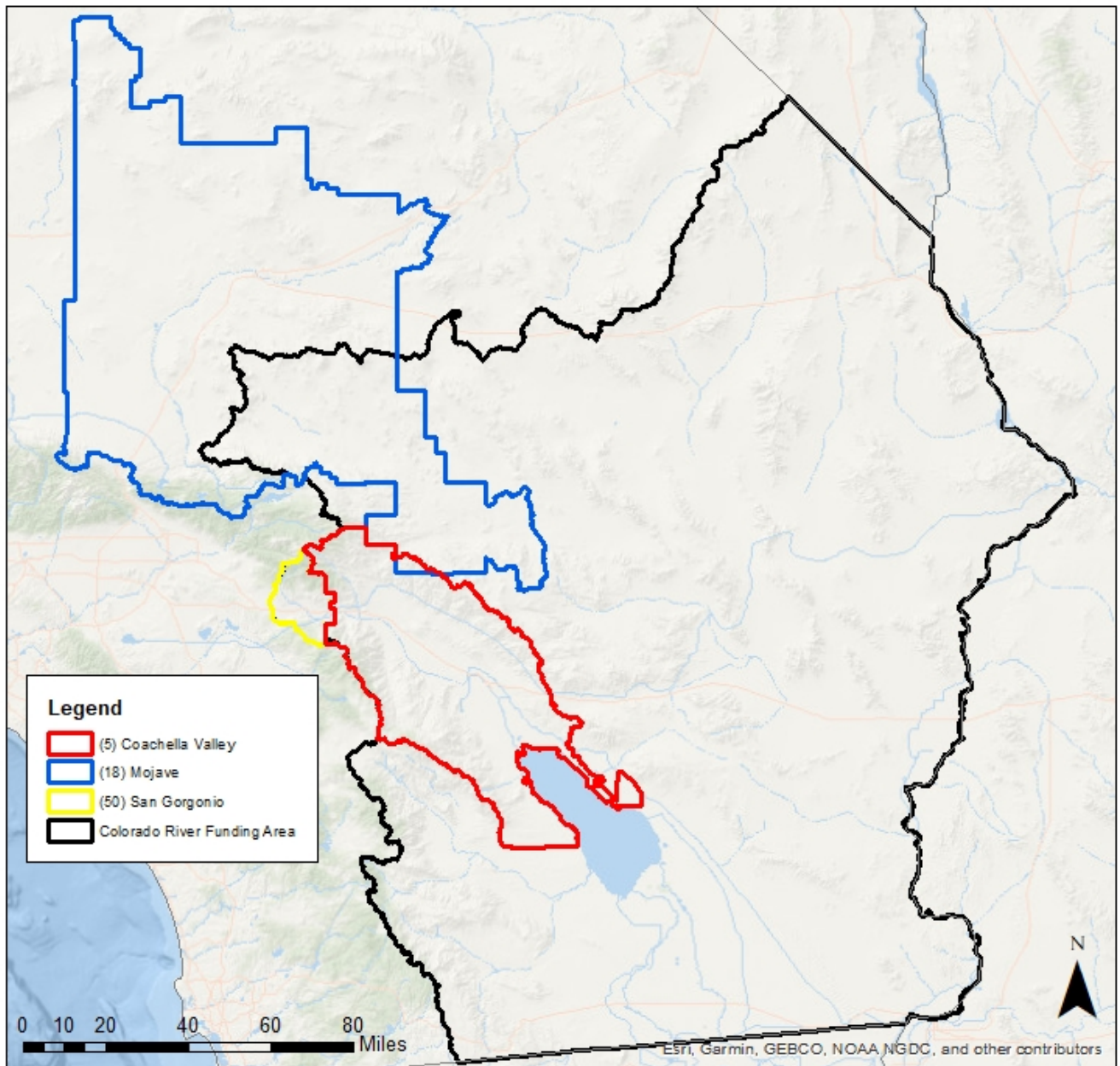
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Beverli Marshall  
Valley Sanitary District

**Attachment A**  
**Colorado River Funding Area and Planning Region Boundaries**

This figure shows the location of the Coachella Valley, Mojave, and San Gorgonio IRWM Planning Regions within the Colorado River Funding Area. Please note that the Mojave IRWM Planning Region spans two Funding Areas: Lahontan and Colorado River, while the Coachella and San Gorgonio IRWM Planning Regions are wholly located in the Colorado River Funding Area.

**Colorado River Funding Area**





**Attachment B**  
**Allocation and Use of Proposition 1 Funds**

Per the December 2019 Proposition 1 Round 1 Implementation Grant Proposal Solicitation Package, a total of \$16,401,530 for Proposition 1 Implementation grants in the CRFA with a total of \$2,250,000 was available for funding of DAC implementation projects and \$14,151,130 for funding general implementation projects. In Round 1, DWR awarded \$7,863,265 to the CRFA with a total of \$787,500 from the available DAC funding and \$7,075,765 from the available general implementation funding. For Round 2, there is a total of \$8,538,265 remaining with \$1,462,500 from the available DAC funding and \$7,075,765 from the available general implementation project funding. The remaining funding will be distributed through the Proposition 1, Round 2 Implementation Grant Solicitation(s), which is anticipated to occur in 2022. This MOU addresses only the Proposition 1, Round 2 Solicitation, which will be allocated in accordance with the amounts shown in the following table. Any unallocated funds will be distributed proportionately to the regions.

<b>Proposition 1, Round 2 Solicitation</b>	
<b>Region</b>	<b>Funding per Region</b>
CVRWMG	\$4,112,755
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