

**MEMORANDUM OF UNDERSTANDING**

Among

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

For

IMPLEMENTATION OF THE CV WATER COUNTS REGIONAL CONSERVATION PROGRAM

This Memorandum of Understanding (MOU) dated April 22, 2021, is entered into among the Coachella Valley Water District, City of Coachella/Coachella Water Authority, Desert Water Agency, City of Indio/Indio Water Authority, and Mission Springs Water District (collectively known as Parties) for the purpose of implementing the CV Water Counts Regional Conservation Program activities undertaken by the Parties.

**WHEREAS**, each Party is a party to a memorandum of understanding, as amended, dated September 9, 2008, for development of an Integrated Regional Water Management Plan; and

**WHEREAS**, the Coachella Valley Regional Water Management Group ("CVRWGM") authorized the Coachella Valley Water District ("CVWD") as the "Grant Administrator" for the Proposition 1, Round 1, Integrated Regional Water Management ("IRWM") Implementation Grant ("Grant"); and

**WHEREAS**, the Department of Water Resources of the State of California ("Department of Water Resources") has provided Grant funding and CVWD has been designated as Grant Administrator for the Grant pursuant to the Agreement No. 4600013805 ("Grant Agreement") with the Department of Water Resources; and

**WHEREAS**, under the Grant Agreement, the Department of Water Resources has provided grant funding to the Partners for certain projects, namely the CV Water Counts Regional Conservation Program ("Conservation Program"), which will fund the following: turf reduction projects within each of the Partner's service areas; funding for a conservation program update with Mission Springs Water District and Coachella Water Authority; two demonstration gardens for CVWD and Desert Water Agency; and funding for the administration of the Conservation Program; and

**WHEREAS**, each Party is a Local Project Sponsor as that term is defined in the Grant Agreement for the Conservation Program, the scope and budget for which are fully described in the Grant Agreement; and

**WHEREAS**, CVWD has been designated as Grant Administrator for the Conservation Program as set forth in the Grant Agreement and will administer the Grant funds for the Conservation Program pursuant to the terms of the Grant Agreement; and

**WHEREAS**, each Party will implement the Conservation Program pursuant to the terms and conditions of the Grant Agreement and the provisions of this MOU; and

**WHEREAS**, this MOU shall clarify the Parties' respective responsibilities with respect to the monies received under the Grant Agreement;

**NOW, THEREFORE**, for valuable consideration the receipt of which is acknowledged, each Party hereby agrees as follows:

SECTION 1:  
AGREEMENTS

1.1 CVWD, designated by the CVRWGMG as the Grant Administrator pursuant to the Grant Agreement, shall have overall responsibility for executing and administering the Grant as directed by the CVRWGMG and pursuant to the terms of the Grant Agreement, which is attached hereto and incorporated herein as Exhibit A.

1.2 The Grant administration costs reimbursed to CVWD shall be limited to \$20,400 as described in EXHIBIT B Budget, Project #2 Project Administration of the Grant Agreement.

1.3 Each Party is a Local Project Sponsor responsible for individual project management, oversight, compliance, operations and maintenance within its service area. Local Project Sponsors share responsibility with CVWD in the fulfillment of Grant Administrator responsibilities where specified in the Grant Agreement for the purposes of project management. The five Local Project Sponsors for the Conservation Program are listed in the Grant Agreement as follows:

- Coachella Valley Water District
- Coachella Water Authority
- Desert Water Agency
- Indio Water Authority
- Mission Springs Water District

1.4 Each Party agrees to comply with all terms, provisions and obligations contained in the Grant Agreement in implementing the Conservation Program in its service area including all exhibits

and attachments thereto.

1.5 Each Party shall prepare, provide and ensure the accuracy of all deliverables, reports, documentation, notifications, notices, and information related to the Conservation Program as required under the Grant Agreement and/or requested by CVWD to assist CVWD to provide the information required under the Grant Agreement in a prompt and timely manner.

1.6 Each Party shall comply with all applicable environmental requirements pertaining to the Conservation Program for its service area.

1.7 If the Department of Water Resources determines pursuant to Section 13 of the Grant Agreement or any other applicable section, that a Party is required to repay any monies that have been disbursed due to non-compliance or that a Party is in default of the Grant Agreement, that Party shall be solely responsible for any liability, costs or expenses related to such action including any penalties and/or interest and such Party shall immediately repay such monies to the Department of Water Resources and/or undertake any other action requested by the Department of Water Resources immediately or as is reasonably possible to ensure that provisions of the Grant Agreement are not deemed to be breached.

1.8 Each Party (“Indemnitor”) shall indemnify, hold harmless and defend the other Parties (“Indemnitee(s)”), and their respective officers and employees and assigns, from any and all liability or financial loss resulting from any suits, claims, losses or actions, and from all cost and expenses of litigation brought against the Indemnitee(s), and their officers or employees which results directly from the acts or omissions of the Indemnitor in performing the work for the Conservation Program pursuant to the Grant Agreement.

1.9 The Parties agreed by consensus to the distribution of Grant funding under the Grant Agreement on the condition that each Party will use due diligence in distributing the Grant funding to customers in its boundaries in an expeditious manner. To ensure that this condition is met, the Parties agree to collectively do the following: The Parties will review the Department of Water Resources invoices on a quarterly basis to monitor the amount of grant funding not yet encumbered.

A. As soon as practicable, after December 31, 2022, the Parties will conduct a formal evaluation of funds not yet encumbered. Any funding which has not been encumbered by a turf rebate application may be subject to redistribution.

B. As soon as practicable after June 30, 2023, any funds that have not been encumbered will be available to all Parties based on the same percentage split as the original funding allocation.

C. Any Party that receives redistributed funds will be responsible for meeting the match

requirement associated with those funds.

SECTION 2:  
INVOICING AND PAYMENT

2.1. CVWD will provide documentation to the Department of Water Resources to substantiate costs which have already been incurred and which satisfy the Party's Local Cost Share (non-state funds) requirement under Section 4 of the Grant Agreement.

2.2 No less than quarterly, CVWD shall invoice the Department of Water Resources. CVWD shall distribute funds received from the Department of Water Resources to the Parties based on invoices submitted by the Parties.

2.3 No Party shall be expected to make payments for any project or program that is not in its service area.

2.4 No Party shall be expected to make payments for any project or program that is greater than its individual share of costs, without first receiving funds from other Parties sufficient to cover their individual shares of the cost.

2.5 CVWD shall not be responsible for making any payments to any Party which is not backed by reimbursements from the Department of Water Resources.

SECTION 3:  
GENERAL

3.1 This MOU shall remain in effect while the Grant Agreement, or any provision of the Conservation Grant Agreement, remains in effect.

3.2 Any notices, invoices or reports relating to this MOU shall be delivered to each Party at the address designated by such Party in writing to one another.

3.3 The validity, interpretation, and performance of this MOU shall be controlled by and construed under the laws of the State of California. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this MOU shall not be resolved by any rules of interpretation providing for interpretation against the Party that causes the uncertainty to exist or against the Party that drafted the MOU or that drafted that portion of the MOU.

3.4 This MOU, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Parties. This MOU supersedes all prior oral or

written negotiations, representations or agreements. This MOU may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this MOU.

3.5 The Parties shall not assign, transfer, or subcontract any interest in this MOU. Any attempt to assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be null, void and of no effect.

3.6 In the event that any Party to this MOU shall commence any legal action or proceeding to enforce or interpret the provisions of this MOU, the prevailing Party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees.

3.7 No Party to this MOU shall have the power to incur any debt, obligation, or liability on behalf of another Party to this MOU or otherwise act as an agent of another Party.

3.8 Each Party shall maintain all records related to this MOU and the Grant Agreement for a minimum of three (3) years after the termination of this MOU or longer if required by the Department of Water Resources. If the Conservation Program is audited, each Party shall fully cooperate with any audit performed by the Department of Water Resources.

3.9 This MOU is made and entered into for the sole protection and benefit of each of the Parties. No other person shall have any right of action based upon any provision of this MOU.

3.10 The Parties shall cooperate fully with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this MOU.

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

COACHELLA VALLEY WATER DISTRICT

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ATTEST:

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COACHELLA WATER AUTHORITY

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ATTEST:

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DESERT WATER AGENCY

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ATTEST:

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MISSION SPRINGS WATER DISTRICT

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ATTEST:

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INDIO WATER AUTHORITY

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ATTEST:

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EXHIBIT A

GRANT AGREEMENT