

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE BUREAU OF RECLAMATION ON BEHALF OF THE UNITED STATES**  
**DEPARTMENT OF THE INTERIOR, SAN DIEGO COUNTY WATER AUTHORITY,**  
**METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, SOUTHERN**  
**NEVADA WATER AUTHORITY, ARIZONA DEPARTMENT OF WATER**  
**RESOURCES, CENTRAL ARIZONA WATER CONSERVATION DISTRICT, AND**  
**SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER**  
**DISTRICT**  
**FOR THE PURPOSE OF EXPLORING**  
**INTERSTATE WATER TRANSACTIONS/EXCHANGES**

1. Preface:

- a. This Memorandum of Understanding ("MOU") is effective as of \_\_\_\_\_, 2026, by and between the Bureau of Reclamation on behalf of the United States Department of the Interior ("Reclamation"), the San Diego County Water Authority ("Water Authority"), the Metropolitan Water District of Southern California (Metropolitan), the Southern Nevada Water Authority (SNWA), the Arizona Department of Water Resources on behalf of the State of Arizona (ADWR), Central Arizona Water Conservation District (CAWCD), and Salt River Project Agricultural Improvement and Power District (SRP) to explore interstate water transactions/exchanges (exchanges). Such exchanges may involve the following supplies: desalinated seawater from the Claude "Bud" Lewis Desalination Plant in Carlsbad, California and recycled wastewater. Reclamation, the Water Authority, Metropolitan, SNWA, ADWR, CAWCD, and SRP may be referred to herein individually as a "Party" and collectively as the "Parties".
- b. The United States Department of the Interior protects and manages the Nation's natural resources and cultural heritage; provides scientific and other information about those resources; and honors its trust responsibilities or special commitments to American Indians, Alaska Natives, Native Hawaiians, and affiliated Island Communities. The mission of Reclamation is to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American public.
- c. The Water Authority, a county water authority of the state of California, is a wholesale water supplier that delivers safe, reliable water to sustain a \$262 billion regional economy and the quality of life for 3.3 million residents in the San Diego region. The Water Authority, through its investments in water resiliency over the last 30 years, has developed an innovative portfolio of water resources that provides drought-proof supplies. One of those investments is the nation's largest seawater desalination plant, the Claude "Bud" Lewis Carlsbad Desalination Plant. Residents across San Diego County have reduced per capita water use by more than 50% since 1990, creating an opportunity for a limited surplus of desalinated

seawater supplies to be made available to support other regions facing water scarcity.

- d. Metropolitan is a metropolitan water district incorporated under the Metropolitan Water District Act, Stats. 1969, ch. 209, as amended, codified at Section 109.1 et seq. of the Appendix to the California Water Code, engaged in developing, transporting, storing, and distributing water for the benefit of its service area in the counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura, within the state of California.
- e. SNWA is a Nevada joint powers agency and political subdivision of the state of Nevada, created by agreement dated July 25, 1991, as amended November 17, 1994, and January 1, 1996, pursuant to Nevada Revised Statutes Chapter 277. SNWA member agencies serve approximately 2.4 million Southern Nevada residents and 40,000,000 visitors annually. As the wholesale water provider, SNWA is responsible for water treatment and delivery, as well as acquiring and managing long-term water resources for Southern Nevada.
- f. ADWR is an agency of the state of Arizona responsible for managing and regulating water resources in Arizona, including serving as the Governor's representative for purposes of consultation with the Secretary of Interior and cooperation with other states and agencies regarding Arizona's interests in the Colorado River pursuant to A.R.S. Sections 45-103, 45-105, and 45-107.
- g. CAWCD is a multi-county water conservation district organized under A.R.S. Section 48-3701 et seq. and is the operating agency for the 336-mile Central Arizona Project system that supplies Colorado River water to Arizona's most populated regions.
- h. SRP is an agricultural improvement district organized and existing under the laws of the state of Arizona. SRP is a community-based, not-for-profit organization providing reliable, affordable and sustainable water and energy to more than 2 million people in Central Arizona.
- i. The Colorado River Basin began experiencing meaningfully drier hydrologic conditions more than twenty years ago, leading to substantially diminished inflows into the system.
- j. To meet the challenges of drought in the Colorado River Basin, the Secretary adopted and, with the support and agreement of the Basin states, implemented the 2007 Colorado River Interim Guidelines for Lower Basin Shortages and the Coordinated Operations for Lake Powell and Lake Mead, as supplemented ("2007 Interim Guidelines") to, among other things, provide additional mechanisms for the storage and delivery of water supplies in and from Lake Mead to increase the flexibility of meeting water use needs from Lake Mead, particularly under drought and low reservoir conditions.



- b. The Parties will comply with applicable law regarding implementation of this MOU.
- c. This MOU does not impact any obligations or agreements between or among any of the Parties, including any existing water transfer agreements within California.
- d. This MOU does not commit the Parties to the implementation of any actions as a result of entering into this MOU.

5. Effect of MOU:

- a. This MOU provides only for discussion and exploration of the potential of interstate exchanges. This MOU is not intended to and shall not be asserted or interpreted to affect the validity of any existing water rights held by any Party; or to amend, modify, or otherwise alter any existing water service, repayment, exchange, transfer, settlement, purchase, or other contract of any nature; all of which shall remain in full force and effect.
- b. Nothing in this MOU will be interpreted as limiting, superseding, or otherwise affecting or requiring any modification of any Party's normal operations or decisions in carrying out its statutory, operational, contractual, or regulatory duties. This MOU does not limit or restrict the Parties from participating in any activity or arrangement with other entities.
- c. Nothing in this MOU diminishes or abrogates the authority of the Secretary of the Interior under applicable Federal law, regulations, or the Consolidated Decree of the Supreme Court of the United States in the case of *Arizona v. California, et al.*, entered March 27, 2006, (547 U.S. 150 (2006)), or as it may be further modified.
- d. Nothing in this MOU is intended to conflict with current law, regulation, or policy. If a term of this MOU is inconsistent with any such authority, regulation or policy, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.
- e. It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

6. Relationship of Parties:

- a. Execution of this MOU does not create a new legal entity with a separate existence from the individual Parties. This MOU does not create an "advisory committee" as that term is defined in the Federal Advisory Committee Act, as amended (Pub. L. 92-463). This MOU also does not result in the joint exercise of powers as set forth in California Government Code Section 6500 et seq or Arizona Revised Statutes Section 11-952 or Nevada Revised Statutes Chapter

277. This MOU neither expands nor is in derogation of those powers and authorities vested in the Parties, or any of them, by applicable laws, statutes, regulations, or Executive Orders, nor does it modify or supersede any other applicable interagency agreements existing as of the date of this MOU.

- b. Nothing in this MOU may be interpreted to imply that any Party endorses any of the products, services, or policies of any other Party.

7. General Provisions:

- a. Non-binding Nature. This MOU is legally nonbinding and in no event shall any signatory of this MOU assert or claim that it imposes a binding duty to act on any other Party. It is limited to determining the potential of interstate exchanges and the actions required to implement such exchanges. It in no way: (i) impairs any Party from continuing its own planning or project implementation; (ii) limits a Party from exercising its regulatory or discretionary authority in any matter; (iii) infers that a Party's governing body or management will act in any particular manner on a project or other component of this MOU; (iv) gives any of the Parties any authority over matters within the jurisdiction of any other Party; or (v) requires any Party to take any action that exceeds its legal authority or otherwise take any action without compliance with all applicable laws, policies and regulations, including environmental reviews.
- b. No New Legal Rights. Nothing in this MOU creates any legal rights, obligations, benefits, or trust responsibilities, substantive or procedural, enforceable at law or in equity, by a Party against any other Party, a Party's officers, employees, or agents, or any other person.
- c. Withdrawal. At any time, any Party may withdraw from this MOU with 30-day written notice to the other Parties.
- d. Authorities Not Altered. Nothing in this MOU shall be construed to alter, limit, expand or affect in any way the statutory or regulatory authority or legal responsibilities of any Party. Nothing in this MOU binds any Party to perform any action beyond their respective authorities. The mission requirements, funding, personnel, and other priorities of the Parties may affect their ability to undertake actions to achieve the goals identified in this MOU.
- e. No Benefit to Signatories. No member of or delegate to Congress, resident commissioner, or official of the signatories shall benefit from this MOU other than as a water user or landowner in the same manner as other water users or landowners.
- f. Transparency Laws. Any information furnished between the Parties under this MOU may be subject to the Freedom of Information Act, 5 U.S.C. Section 552, et seq. (FOIA) and applicable state public records laws.

- g. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.
- h. Notice. Any notice, demand, or request shall be deemed properly served, given, or made if delivered in person; emailed; sent by registered or certified mail, postage prepaid; or sent by overnight delivery to the addresses below, charges prepaid or charged to the sender's account, to the persons below:

San Diego County Water Authority  
Attn: General Manager  
4677 Overland Avenue  
San Diego, CA 92123  
Email: ddenham@sdcwa.org

United States  
Bureau of Reclamation  
Acting Regional Director  
Interior Region 8: Lower Colorado Basin  
500 Date Street, BLDG 900  
Boulder City, NV 89006  
Email: gjohnson@usbr.gov

with copy to:

Aron King  
Bureau of Reclamation  
Southern California Area Office Manager  
27226 Via Industria, Suite A  
Temecula, CA 92590  
Email: acking@usbr.gov

Metropolitan Water District of Southern California  
Attn: General Manager  
700 North Alameda Street  
Los Angeles, CA 90012-2944  
Email: sdeshmukh@mwdh2o.com

with copy to:

Michael Hughes  
Senior Deputy General Counsel  
The Metropolitan Water District of Southern California

700 North Alameda Street  
Los Angeles, CA 90012-2944  
Email: mhughes@mwdh2o.com

Southern Nevada Water Authority  
Attn: General Manager  
P.O. Box 99956  
Las Vegas, NV 89193-9956  
Email: john.entsminger@snwa.com

with copy to:

Office of the General Counsel  
1001 South Valley View Boulevard  
Las Vegas, NV 89153  
Email: Generalcounsel@lvvwd.com

Arizona Department of Water Resources  
Attn: Director  
1802 W. Jackson Street, Box #79  
Phoenix, AZ 85007  
Email: tbuschatzke@azwater.gov

with copy to:

Ayesha Vohra  
Deputy Chief Counsel  
1802 W. Jackson Street, Box #79  
Phoenix, AZ 85007  
Email: avohra@azwater.gov

Central Arizona Water Conservation District  
Attn: General Manager  
P.O. Box 43020  
Phoenix, AZ 85080-3020  
Email: bburman@cap-az.com

Salt River Project Agricultural Improvement and Power District  
Attn: Associate General Manager, Water  
1500 N. Mill Ave.  
Tempe, AZ 85288  
Email: leslie.meyers@srpnet.com

A party may update its contact information in this Section without need to amend this MOU by providing notice to the Parties consistent with this Section.

8. Authorized Representatives. The signatories to this MOU represent that they have been appropriately authorized to enter into this MOU on behalf of the Party for which they sign and that no further action or approvals are necessary before execution of this MOU.

SIGNATURE PAGE FOLLOWS

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Scott J. Cameron  
Principal Deputy Assistant Secretary for Water and Science, Department of the Interior  
Exercising the delegated Authority of the Commissioner Bureau of Reclamation

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General Manager, Metropolitan Water District of Southern California

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