



- **Board of Directors**
Water Planning and Stewardship Committee

12/14/2021 Board Meeting

7-4

Subject

Authorize the General Manager to enter into a Memorandum of Understanding to facilitate near-term actions to maintain the elevation of water in Lake Mead above elevation 1,020 feet, and to provide up to 20 percent of the non-federal cost share of any such actions, not to exceed \$10 million per year in 2022 and 2023, and delegate authority to the General Manager to enter into additional agreements as needed to implement the Memorandum of Understanding; the General Manager determined that the proposed actions are exempt or otherwise not subject to CEQA

Executive Summary

Authority is requested for Metropolitan to enter into a Memorandum of Understanding (MOU) with the United States, the State of Arizona, the Central Arizona Water Conservation District, the State of Nevada, and the Southern Nevada Water Authority known as the "500+ Plan MOU" (see **Attachment 1**) and agreements necessary to implement the 500+ Plan MOU to facilitate near-term actions necessary to maintain the elevation of water in Lake Mead above elevation 1,020 feet. The 500+ Plan MOU is a commitment by water managers in Arizona, Nevada, and California to facilitate actions that could add 500,000 acre-feet (AF) of water to Lake Mead in both 2022 and 2023. The sources of water for the 500+ Plan MOU could include the creation of additional Intentionally Created Surplus and additional system conservation throughout the Colorado River Lower Basin. The 500+ Plan MOU would include a request for a federal funding match. Modeling shows that implementation of the 500+ Plan MOU significantly reduces the risk of Lake Mead declining below the critical reservoir elevation of 1,020 feet through 2026, the end of the interim period.

Timing and Urgency

Metropolitan is a party to the 2019 Lower Basin Drought Contingency Plan Agreement (DCP) that includes a provision that if "any 24-month Study for the minimum probable inflows projects that Lake Mead elevations will be at or below 1,030 feet anytime within the succeeding two years, the Secretary and Lower Division States shall consult and determine what additional measures will be taken by the Secretary and Lower Division States to avoid and protect against the potential for Lake Mead to decline below 1,020 feet." In August 2021, the 24-Month Study minimum probable inflows projected that Lake Mead will be at or below 1,030 feet in 2023. Implementation of the 500+ Plan MOU is designed to reduce the risk of Lake Mead declining to elevation 1,020 feet or below through 2026, the end of the interim period.

Details

Background

The Colorado River Basin entered a historic drought in 2000. In response, the Department of Interior and water managers in California, Arizona, and Nevada have taken a number of actions, including adoption of the 2007 Colorado River Interim Guidelines for Lower Basin Shortages and the Coordinated Operations for Lake Powell and Lake Mead (2007 Interim Guidelines), and the approval of the DCP. The DCP includes a provision that requires the Department of Interior and the Colorado River Lower Division States, Arizona, California, and Nevada, to consult if any 24-Month Study shows that Lake Mead would decline to elevation 1,030 feet or below at any point in the next two years. After this risk appeared in the August 2021 24-Month Study, water managers in Arizona, Nevada, and California considered options for reducing the risk of Lake Mead declining to elevation

1,020 feet or below through 2026, the period of Interim Guidelines. Modeling shows that the addition of 500,000 AF or more of water during calendar years 2022 and 2023 significantly reduces the risk of the elevation of Lake Mead declining to levels below 1,020 feet as contemplated in the DCP.

Implementation of the 500+ Plan MOU could add or retain at least 500,000 AF of water in Lake Mead in both 2022 and 2023. Under this plan, water managers in Arizona, Nevada, and California would commit to work together towards this goal. Potential actions may involve creation of additional Intentionally Created Surplus as allowed by the 2007 Interim Guidelines and DCP, and creation of new system water, which may include agreements with other water users in the Lower Basin. The Lower Basin water managers in Arizona, Nevada, and Metropolitan in California would commit to fund additional water projects that would meet the goal of adding or retaining at least 500,000 AF per year in Lake Mead in 2022 and 2023. Metropolitan would provide up to twenty percent of the non-federal funds, not to exceed \$10 million per year in 2022 and 2023. Contributed funds may be used to fund agreements for additional water in any of the Lower Division States. Entities that contribute funds would be able to decide which projects to financially support.

A combination of factors, including the effects of climate change, increasing temperatures in the Colorado River Basin, decreased snow accumulation, and reduced runoff, have all contributed to decreasing inflows into the Colorado River's mainstem reservoirs. This decline in runoff and inflow into the system has been more severe than what was expected at the time the Guidelines were developed or when the DCP was executed. Allowing the continued decline in system storage is not sustainable and presents Metropolitan and all Colorado River water users with risks.

Metropolitan also receives a portion of the power generated at both Hoover and Parker Dams. Declining elevations in Lake Mead significantly reduces the ability to generate power at Hoover Dam, which will reduce the amount of energy Metropolitan receives.

Potential Risk to Metropolitan Without 500+ Plan MOU

While California holds certain senior Colorado River water rights among the Lower Division States, if Lake Mead elevations continue to fall, there is a risk that California's full Colorado River allocation may not be delivered due to either: (1) physical limitations on the ability to release sufficient water from Hoover Dam; or (2) the Secretary's use of discretion to reduce deliveries to protect Lake Mead from declining below critical reservoir elevations. These risks to Metropolitan are increased by Metropolitan's junior priority to Colorado River supplies within the state of California. Although the allocation of a shortage within California has not been established, Metropolitan faces risks if such shortage decisions are made.

Staff recommends that the Board authorize the General Manager to enter into the 500+ Plan MOU and to provide funding for action taken under the 500+ Plan MOU not to exceed \$10 million per year in 2022 and 2023. Staff further recommends the Board delegate authority to the General Manager to enter into agreements necessary to facilitate the 500+ Plan MOU consistent with the terms described in this board letter, and in a form approved by the General Manager and General Counsel. For purposes of this delegation of authority, the General Manager would be the designated decision-making body for any actions taken, agreements entered, or permits and approvals in support of the 500+ Plan MOU. In consultation with the General Counsel, the General Manager shall conduct any review and prepare, approve or certify any documentation that may be required under the California Environmental Quality Act.

Policy

Metropolitan Water District Administrative Code Section 11104: Delegation of Responsibilities

By Minute Item 51512, dated March 12, 2019, the Board authorized participation in the Lower Basin Drought Contingency Plan.

By Minute Item 51427, dated December 11, 2018, the Board authorized entering into seven agreements (Lower Basin Drought Contingency Plan Agreement, DCP Contributions and ICS Accumulation Limits Sharing Agreement, Companion Agreement, agreements with PVID, CVWD, and IID, an amendment to the California ICS Agreement) that would implement the Lower Basin Drought Contingency Plan (Lower Basin DCP) Agreement, as set forth in Agenda Item 8-11 board letter.

By Minute Item 41222, dated January 10, 1995, the Board adopted a set of Colorado River Basin Management Policy Principles that include continuing to seek ways to increase the reliability of Metropolitan's Colorado River supplies and collaborate with the other Colorado River Basin States and the Department of the Interior on innovative strategies requiring interstate cooperation.

California Environmental Quality Act (CEQA)

CEQA determination for Option #1:

The proposed actions of authorizing and entering into the MOU to (1) facilitate near-term actions necessary to maintain the elevation of water in Lake Mead above elevation 1,020 feet and (2) provide up to 20 percent of the non-federal cost share of any such future actions not to exceed \$10 million per year in 2022 and 2023, and (3) delegate authority to the General Manager to enter into additional agreements as needed to implement the Memorandum of Understanding are not subject to CEQA because they involve the creation of government funding mechanism and other government fiscal activities that do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment (Section 15378(b)(4) of the State CEQA Guidelines).

In addition, the potential environmental impacts associated with any federal actions necessary to implement the MOU were analyzed in the 2007 Environmental Impact Statement (2007 EIS) for continued implementation of the 2007 Interim Guidelines. The 2007 EIS is posted at <http://www.usbr.gov/lc/region/programs/strategies/FEIS/index.html>. The proposed actions are within the scope of actions that were previously analyzed in that document and will be subject to further environmental review under the NEPA as necessary. Thus, to the extent the proposed actions involve or may affect areas outside of California, such as at Lake Mead or on the portions of the Colorado River in Nevada and Arizona, they are exempt from CEQA under a Statutory Exemption (Public Resources Code Section 21080(b)(14) and State CEQA Guidelines Section 15277).

Lastly, with respect to any future actions undertaken pursuant to the MOU, a separate CEQA review will be carried out, and the appropriate environmental documentation will be prepared as necessary.

CEQA determination for Option #2:

None required

Board Options

Option #1

Authorize the General Manager to enter into the 500+ Plan MOU to facilitate near-term actions necessary to maintain the elevation of water in Lake Mead above elevation 1,020 feet and to provide up to 20 percent of the non-federal cost share of any such actions, not to exceed \$10 million per year in 2022 and 2023, and delegate authority to the General Manager to enter into additional agreements as needed to implement the MOU.

Fiscal Impact: \$10 million in aggregate over FY 2022-23 and 2023-24

Business Analysis: Participation in the 500+ Plan MOU would assist in reducing the risk of Lake Mead's elevation declining to 1,020 feet through 2026, reducing the potential of water curtailments to California agencies, including Metropolitan.

Option #2

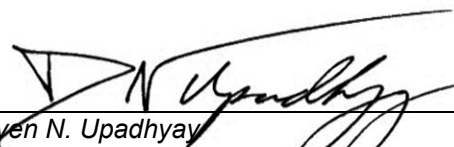
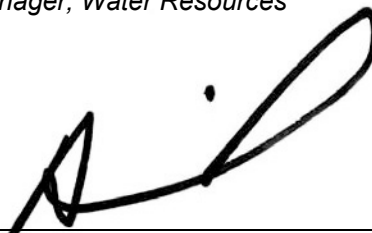
Do not authorize the General Manager to enter into the 500+ Plan MOU.

Fiscal Impact: None

Business Analysis: Not participating in the 500+ Plan MOU increases the risk of Lake Mead declining to elevation 1,020 feet or below through 2026, which may make deliveries of Colorado River water to California less reliable.

Staff Recommendation

Option #1

 Deven N. Upadhyay Executive Officer and Assistant General Manager, Water Resources	12/7/2021 Date
 Adel Hagekhalil General Manager	12/7/2021 Date

Attachment 1 – Memorandum of Understanding among the United States of America acting through the Department of the Interior, Bureau of Reclamation, the State of Arizona acting through the Arizona Department of Water Resources, the Central Arizona Water Conservation District, The Metropolitan Water District Of Southern California, the State Of Nevada acting through the Colorado River Commission of Nevada, and the Southern Nevada Water Authority to Facilitate Near-Term Actions Necessary to Maintain the Elevation of Water in Lake Mead

Ref# eo12687635

MEMORANDUM OF UNDERSTANDING

--AMONG--

THE UNITED STATES OF AMERICA ACTING THROUGH
THE DEPARTMENT OF THE INTERIOR, BUREAU OF
RECLAMATION, THE STATE OF ARIZONA ACTING
THROUGH THE ARIZONA DEPARTMENT OF WATER
RESOURCES, THE CENTRAL ARIZONA WATER
CONSERVATION DISTRICT, THE METROPOLITAN WATER
DISTRICT OF SOUTHERN CALIFORNIA, THE STATE OF
NEVADA ACTING THROUGH THE COLORADO RIVER
COMMISSION OF NEVADA, AND THE SOUTHERN
NEVADA WATER AUTHORITY

TO FACILITATE NEAR-TERM ACTIONS NECESSARY TO
MAINTAIN THE ELEVATION OF WATER IN LAKE MEAD

This Memorandum of Understanding, (hereinafter referred to as "2021 MOU"), is made and entered into this _____ day of December, 2021 ("Effective Date"), by and between the UNITED STATES OF AMERICA ("United States") represented by the Secretary of the Interior ("Secretary") acting through the Bureau of Reclamation ("Reclamation"), the STATE OF ARIZONA acting through the Director of the Arizona Department of Water Resources ("ADWR"), the CENTRAL ARIZONA WATER CONSERVATION DISTRICT, a multi-county water conservation district duly organized and existing under the laws of the State of Arizona ("CAWCD"), THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, duly organized under California law ("MWD"), and the STATE OF NEVADA acting through the Colorado River Commission of Nevada ("CRCNV") and the SOUTHERN NEVADA WATER AUTHORITY, a political subdivision of the State of Nevada ("SNWA"), each of which is at times referred to individually as "Party" and collectively as "Parties."

BACKGROUND

A. WHEREAS, the Colorado River basin began suffering from a meaningfully warmer and drier climate more than twenty years ago, leading to substantially diminished inflows into the system and decreased water elevation levels in both Lakes Mead and Powell;

B. WHEREAS, in response to the emerging climate reality, the Secretary adopted, and with the support and agreement of the Colorado River Basin Upper Division States of Colorado, New Mexico, Utah, and Wyoming, and the Lower Division States of Arizona, California, and Nevada, implemented the 2007 Colorado River Interim Guidelines for Lower Basin Shortages and the Coordinated Operations for Lake Powell and Lake Mead ("2007 Interim Guidelines") to, among other things, provide incentives and tools for the storage of water in Lake Mead and for Lake Mead elevation dependent shortages reducing annual allocations to the States of Arizona and Nevada beginning at 1075 feet;

C. WHEREAS, in 2014, to further help maintain the elevation of Lake Mead, the United States acting through Reclamation, Denver Water, CAWCD, MWD, and SNWA funded a Pilot System Conservation Program to reduce diversions from the Colorado River System through the voluntary, compensated, and temporary reduction in use by water users ("System Conservation");

D. WHEREAS, also in 2014, the Parties, together with the Colorado River Board of California, entered into a Memorandum of Understanding pursuant to which additional "protection volumes" were generated through conservation and other means and left in Lake Mead between 2014 and 2017 to help maintain Lake Mead elevation;

E. WHEREAS, in 2019, the Parties entered into a Lower Basin Drought Contingency Plan Agreement that further incentivized conservation and storage in Lake Mead and established elevation dependent contributions to Lake Mead's sustainability, including required contributions by each Lower Basin State. Federal legislation, the Colorado River Drought Contingency Plan Authorization Act, Pub. L. No. 116-14 (2019) directed the Secretary to implement a number of

agreements, including specifically an agreement applicable in the Lower Basin that implemented a Lower Basin Drought Contingency Operations rule set known as the LBOps;

F. WHEREAS, through Minute Nos. 318 (2010), 319 (2012), and 323 (2017) to the "United States-Mexico Treaty on Utilization of Waters of the Colorado and Tijuana Rivers and of the Rio Grande," signed February 3, 1944 ("1944 Water Treaty"), and in furtherance of the 1944 Water Treaty, the Parties incentivized the conservation of water in Mexico for subsequent delivery thereby benefitting storage in the United States (together "Mexican Water Reserve");

G. WHEREAS, as a result of the collective impact of the programs set forth above (approximately 4.0 million acre-feet), Lake Mead's elevation at the end of 2020 was approximately 50 feet higher than it would have been in their absence;

H. WHEREAS, despite the successes of implementing programs designed to meet the challenge brought about by a warmer, drier climate discussed above, Reclamation's August 2021 24-Monthly Study projected Lake Mead's elevation would be below 1,075 feet on January 1, 2022, and consistent with the provisions of the 2007 Interim Guidelines, a shortage declaration limiting deliveries of Colorado River water to Arizona and Nevada will be in effect in Calendar Year 2022. Furthermore, the August 2021 24-Month Study using the minimum probable inflow projected Lake Mead would fall below elevation 1,030 feet in July of 2023. That projection was sustained in the September and October 2021 24-Month studies using the minimum probable inflow;

I. WHEREAS, the LBOps provide that "If any 24-month Study for the minimum probable inflows projects that Lake Mead elevations will be at or below 1,030 feet anytime within the succeeding two Years, the Secretary and Lower Division States shall consult and determine what additional measures will be taken by the Secretary and Lower Division States to avoid and protect against the potential for lake Mead to decline below 1,020 feet";

J. WHEREAS, the Parties have engaged in initial and ongoing discussions and consultations regarding the foregoing, and technical workgroups have participated in Colorado River Mid-term Modeling System ("CRMMS") exercises to identify additional volumes of water

during Calendar Years 2022 and 2023 that are designed to avoid and protect against the elevation of Lake Mead declining to levels below 1,020 feet as contemplated in the LBOps;

K. WHEREAS, recognizing both the recent history of low runoff conditions and the variability of flows in the Colorado River Basin and without predetermining what additional measures may be appropriate or necessary through 2026, generally, these technical workgroups concluded that 500,000 or more acre-feet per year of additional reductions in water use or augmentation of system water may be required to meet this goal;

L. WHEREAS, the Parties recognize that facilitating reductions in use or augmentation of system water in the magnitude described above will require substantial funds. The United States, ADWR, CAP, MWD, and SNWA (collectively "Funding Parties") agree, pursuant to the terms, conditions, and limitations set forth below, to work in a coordinated fashion to identify and fund projects that result in measurable benefits to Lake Mead's elevation through Calendar Year 2023; AND

M. WHEREAS, the Parties enter this 2021 MOU with a collective understanding that while this effort addresses an acute short-term need to support Lake Mead elevations, future climate projections for the Colorado River Basin suggest worsening conditions. Accordingly, the Parties intend to regularly evaluate conditions throughout the term of this 2021 MOU and to use the information gained in any process developed to address longer term operations.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Additional Parties. The Parties recognize that adding additional entities to this 2021 MOU may increase the extent to which the undertaking succeeds in sustaining Lake Mead elevations to avoid and protect against the potential for Lake Mead to decline below 1,020 feet.

To that end, additional entities may be added to this 2021 MOU as parties with the written consent of all existing Parties.

2. Additional Water. Additional Water means water remaining in Lake Mead that is either (a) not attributable to shortage volumes under the 2007 Guidelines or any DCP Contributions required in the LBOps; or (b) attributable to a net positive change in Intentionally Created Surplus ("ICS") behavior assumed in Reclamation's June 2021, 24-month study Most Probable projection.

3. Additional Water Sources. Provided such sources meet the definition of Additional Water in Paragraph 2 above, Additional Water Sources may include, but are not necessarily limited to: Creation of ICS, creation of system water (through increases in system efficiencies, conservation not inuring to an ICS account, augmenting system supply, not taking delivery of water authorized by an entitlement, or other means acceptable to the Parties), and decreasing ICS releases assumed in Reclamation's June 2021, 24-month study Most Probable projection.

4. Additional Water Minimum Target. The Parties are targeting a combined minimum of 1,000,000 acre-feet of Additional Water in 2022 and 2023, and such additional water as may be achievable in this timeframe. At the time of execution of this MOU, the Parties have identified potential Additional Water Sources to create approximately 500,000 acre-feet of Additional Water in 2022 and approximately 500,000 acre-feet of Additional Water in 2023.

5. Non-Federal Funding. The non-federal Funding Parties, subject to the availability of budgeted funds and any necessary board approvals, agree to fund participation in Additional Water projects up to, but not exceeding, the following amounts for 2022-2023:

- a. ADWR: \$40,000,000
- b. CAWCD: \$20,000,000
- c. MWD: \$20,000,000

d. SNWA: \$20,000,000

Total: \$100,000,000

The non-federal Funding Parties anticipate that their overall contribution for Additional Water will be in proportion to the commitment set forth above, though their contributions for any specific project may vary.

6. Federal Funding Match. The United States, subject to the availability of budgeted funds, will work to match the cumulative non-federal funding commitment above, with a goal of a total federal funding commitment of up to \$100,000,000, such that the total commitment by the Funding Parties, subject to all necessary approvals, availability of appropriations and available Additional Water Sources, is an aggregate of \$200,000,000 for 2022-2023.

7. Additional Water Sources Project Selection. As soon as practicable after the Effective Date, the Parties will work together to establish appropriate means and methods for Additional Water projects identification, consideration, selection, funding, administration, and validation, with the key considerations being the total quantity of Additional Water that can be created in support of Lake Mead elevations, the cost of such water quantities, and the timing of implementation of any projects for Additional water. This 2021 MOU shall not obligate any Funding Party to any specific contribution of funds or otherwise support any particular Additional Water project.

8. Adaptation. The Parties agree that conditions in the Colorado River Basin may improve or further deteriorate before the conclusion of 2023. Accordingly, the Parties agree to consult with each other at least semi-annually to evaluate current hydrologic conditions and may make reasonable and prudent adaptations to this 2021 MOU to meet such conditions.

9. Environmental Compliance. The Parties will comply with applicable law regarding implementation of this MOU.

10. Notice. To the extent that written notices and/or requests are undertaken under the terms of this 2021 MOU, the Parties may be contacted at the following addresses:

Reclamation:

Bureau of Reclamation
Attn: Deputy Regional Director
P.O. Box 61470
Boulder City, NV 89006-1470
Email: slwade@usbr.gov

ADWR:

Arizona Department of Water Resources
Attn: Director
P.O. Box 36020
Phoenix, AZ 85067
Email: tbuschatzke@azwater.gov

With copy to:

Nicole Klobas
Deputy Chief Counsel
P.O. Box 36020
Phoenix, AZ 85067
Email: ndklobas@azwater.gov

CAWCD:

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

With copy to:

Jay M. Johnson
General Counsel
P.O. Box 43020
Phoenix, AZ 85080-3020
jjohnson@cap-az.com

MWD:

The Metropolitan Water District of Southern California
Attn: General Manager

700 North Alameda Street
Los Angeles, CA 92363-2933
Email: AdelH@mwdh2o.com

CRCNV:

Colorado River Commission of Nevada
Attn: Executive Director
555 East Washington Avenue, Suite 3100
Las Vegas, NV 89101
Email: ewitkoski@crc.nv.gov

With a copy to:

Sara Price
Senior Assistant Director
555 East Washington Avenue, Suite 3100
Las Vegas, NV 89101
sprice@crc.nv.gov

SNWA:

Southern Nevada Water Authority
Attn: General Manager
1001 South Valley View Boulevard
Las Vegas, NV 89153
Email: john.entsminger@lvvwd.com

With copy to:

Gregory J. Walch
General Counsel
1001 South Valley View Boulevard
Las Vegas, NV 89153
greg.walch@lvvwd.com

The Parties agree that for purposes of complying with this section, notice through electronic mail is acceptable. A Party may update its contact information in this section without need to amend this 2021 MOU by providing notice to the Parties consistent with this section.

11. General Provisions.

- a) **Term.** This 2021 MOU shall be effective from the Effective Date until December 31, 2024 ("Term").
- b) **Reservation of Rights.** Nothing in this 2021 MOU shall be construed to

diminish or waive the rights of any Party to this MOU.

c) **Party Authorities.** Nothing in this 2021 MOU is intended to or shall be construed to limit or affect in any way the authority or legal responsibilities of any Party or to require any Party to perform beyond its respective authorities.

d) **Budget Limitations.** Nothing in this 2021 MOU may be construed to obligate any Party to any current or future expenditure of resources in advance of the availability of appropriations. Nor does this 2021 MOU obligate any Party to spend funds on any particular project or purpose, even if funds are available.

e) **Mission Influence.** The mission requirements, funding, personnel, and other priorities of the Parties may affect the Parties' ability to undertake actions to achieve the goals identified in this 2021 MOU.

f) **Separate Agreements Required for Transfer of Consideration.** Specific activities that involve the transfer of money, services, or property between Parties are not included in the scope of this 2021 MOU. To the extent that any such activities are subsequently considered between or among any of the Parties, execution of separate agreements or contracts will be required.

g) **Actions not Exclusive.** Nothing in this 2021 MOU is intended to or shall be construed to restrict the Parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

h) **No Third Party Beneficiaries.** This 2021 MOU is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any person or entity against any Party, including any Party board member, department, agency, entity, officer, employee, or agent.

i) **Freedom of Information Act and State Open Records.** Any information furnished between the Parties under this 2021 MOU may be subject to the Freedom of Information Act, 5 U.S.C. § 552, et seq. (“FOIA”) and/or respective state authorities. The Parties agree to consult each other regarding any such relevant requests and prior to releasing potentially privileged or exempt documents.

j) **Choice of Law.** This 2021 MOU is subject, as applicable, to the laws of the United States of America.

k) **Anti-Discrimination.** All work under the provisions of this 2021 MOU will be accomplished without discrimination against any employee because of race, sex, creed, color, national origin, or any other legally protected class as identified in Federal or applicable state law.

l) **Renewals.** This 2021 MOU shall remain in effect for the Term as set forth above and may be renewed if the Parties agree.

m) **Media/Notice.** The Parties will consult with each other in a timely manner to ensure coordination prior to release of any statements referring to this 2021 MOU intended for widespread publication.

n) **No Endorsement.** Nothing in this 2021 MOU may be interpreted to imply that a Party endorses any product, service, or policy of the other Parties, except as specifically set forth in this 2021 MOU. No Party will take any action or make any statement that suggests or implies any such type of endorsement.

o) **No Waiver.** No participant in this 2021 MOU will be considered to have waived any policy, administrative or legal right hereunder.

p) **Amendments.** This 2021 MOU may be amended, modified, or

supplemented only by the written, signed agreement of the Parties.

q) **Conflicts of Interest.** No Member of or Delegate to the Congress, or Resident Commissioner, or official of the United States, Reclamation, ADWR, CAWCD, MWD, SNWA, or CRCN or any Elector or Electors may benefit from this 2021 MOU other than as a water user or landowner in the same manner as other water users or landowners. The Parties are hereby notified of A.R.S. section 38-511.

r) **Execution in Counterparts.** This 2021 MOU may be executed in counterparts, each of which will be an original and all of which, together, constitute only one 2021 MOU.

IN WITNESS WHEREOF, the Parties hereto have executed this 2021 MOU on the day and year written above.

[SIGNATURES ON FOLLOWING PAGES]

THE UNITED STATES OF AMERICA

By: _____
Camille C. Touton
Commissioner
Bureau of Reclamation

Date: _____

Approved as to form:

**THE STATE OF ARIZONA ACTING
THROUGH THE DIRECTOR OF THE ARIZONA
DEPARTMENT OF WATER RESOURCES**

By: _____
Nicole D. Klobas
Deputy Chief Counsel

By: _____
Thomas Buschatzke
Director

Approved as to form:

**CENTRAL ARIZONA WATER
CONSERVATION DISTRICT**

By: _____
Jay M. Johnson
General Counsel

By: _____
Theodore C. Cooke
General Manager

Approved as to form:

**THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA**

By: _____
Marcia L. Scully
General Counsel

By: _____
Adel Hagekhalil
General Manager

Approved as to form:

COLORADO RIVER COMMISSION OF NEVADA

By: _____
Christine Guerci-Nyhus
Special Counsel Attorney General

By: _____
Eric Witkoski
Executive Director

Approved as to form:

SOUTHERN NEVADA WATER AUTHORITY

By: _____
Gregory J. Walch
General Counsel

By: _____
John J. Entsminger
General Manager