

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “Memorandum”), dated _____, 2018, is made by and between School District 27J (the “District”), with an address at 18551 East 160th Ave., Brighton, Colorado 80601, Attention: Terry Lucero, and the City of Brighton, Colorado (the “City”), with an address at 500 South 4th Avenue, Brighton, Colorado 80601, Attention: City Manager. This Memorandum sets forth the understandings of the District and the City with respect to the District’s design and construction of a temporary dead end public waterline (the “Fire Line”) for the purpose of providing fire protection on the District’s property generally located at 11701 Potomac Street, Henderson, CO 80640.

WHEREAS, District believes that it is important for the safety of its facilities that it construct a water line to provide fire protection services to the +/- 19.9 acre property located at 1170 Potomac Street, Henderson, Colorado 80640 (the “Property”); and

WHEREAS, there is currently no municipal water line in the vicinity of the Property that would allow for the District’s waterline to be looped, so District is desirous of installing a *temporary* water line subject to certain conditions as more specifically set forth herein; and

WHEREAS, the City is amenable to permitting the District to install a *temporary* fire protection waterline so long as the District installs the requisite backflow prevention devices to ensure water quality and satisfies other certain conditions as more specifically set forth herein; and

WHEREAS, the Parties hereto are desirous of setting forth in writing their understandings and agreements with regard to said *temporary* fire protection line.

NOW, THEREFORE, IN CONSIDERATION OF THE RECITALS SET FORTH ABOVE, TOGETHER WITH OTHER GOOD AND SUFFICIENT CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. The District shall submit to the City detailed plans for review and acceptance by the City, showing the location and alignment of the *temporary* waterline, as well as the location and specifications for all fire hydrants and other appurtenances related to the *temporary* waterline. This design shall also include a reducer and backflow prevention apparatus in an appropriately sized manhole to ensure that water entering the *temporary* waterline does not backflow into the City’s water distribution system.

2. The District acknowledges and agrees that the *temporary* waterline is indeed temporary, and may remain so only until there is public infrastructure that would enable the *temporary* waterline to be properly looped as described below. The City will provide written notice to the District through certified mail when additional infrastructure allowing for the necessary looping is constructed in Potomac Street to within six hundred (600) feet of the Property.

3. The District shall also dedicate a public waterline easement twenty (20) feet wide and centered on the waterline and finalize an Easement Agreement in a form acceptable to the City prior to the start of construction.

4. Within one hundred eighty (180) days of City's notice that additional public waterlines are being constructed that would allow the *temporary* waterline to be looped, the District, with the approval of and in coordination with the City, shall flush and test the *temporary* waterline as if it were new construction, remove the reduction and backflow apparatus and other related infrastructure, and replace the reduction and backflow apparatus with a length of pipe equal in diameter to the existing *temporary* waterline. Then the District will extend the existing *temporary* waterline to connect to the new public waterline, creating the finished loop. At that time the *temporary* water line will be considered permanent. This work to complete the connection shall be completed in compliance with all City specifications and at the sole cost of the District and at no cost to the City.

5. The District acknowledges that the City currently does not collect a monthly fee for stand-by fire lines, but that an analysis for such fees may be undertaken in the future and that this temporary, and future permanent connection will be subject to such fees as may be established or modified from time to time. The District further acknowledges that if any additional service to the Property or any facilities located thereon is desired, at that time, or at any time in the future, beyond the *temporary* waterline, additional connection fees and/or water resource requirements will need to be met based on the Rules and Regulations in place at the time of that request.

6. Each Party represents that it has the full right and authority to enter into this MOU.

7. This MOU embodies the complete agreement between the Parties with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreement, or representations by or between the Parties. No amendment to this MOU shall be effective unless in writing, signed by the Parties.

8. Except as specifically stated herein, this MOU is not intended to, and does not, create any right, benefit, responsibility or obligation that may be enforced by a non-party.

9. All notices and other correspondence related to this MOU shall be in writing and shall be delivered by (i) certified mail with return receipt; (ii) hand delivery with signature or delivery receipt provided by a third party courier service; (iii) fax transmission if verification of receipt obtained; or (iv) email with return receipt. The initial representatives of the Parties are as follows:

District:

City: Director of Utilities
500 South 4th Avenue
Brighton, CO 80601

With Copy to:
City Manager
500 South 4th Avenue
Brighton, CO 80601

10. This MOU shall be governed and construed in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties hereto have set forth their respective hands as of the date first written above.

DISTRICT:

School District 27J

By: _____
Name: _____
Title: _____

CITY:

CITY OF BRIGHTON

By: _____
Name: Philip Rodriguez
Title: City Manager