

MEMORANDUM OF UNDERSTANDING REGARDING WATER FEES

This MEMORANDUM OF UNDERSTANDING REGARDING WATER FEES ("MOU") is made and entered into as of the date last signed below (the "Effective Date"), by and between the CITY OF BRIGHTON, COLORADO, a Colorado home rule municipality ("City"), and SCHOOL DISTRICT 27J, a political subdivision of the State of Colorado ("District"). City and District are each referred to herein as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, the City is the utility provider for water, wastewater, and storm drainage services throughout its city limits; and

WHEREAS, the District maintains facilities which are connected to the City's water, wastewater, and storm drainage systems, as detailed in Exhibit A, attached hereto and incorporated herein ("27J Utility Accounts"); and

WHEREAS, pursuant to that certain *Agreement Between the City of Brighton Acting by and through Its Water Activity Enterprise and School District 27J*, dated October 2, 2012, approved by the City Council in Resolution No. 2012-112, and recorded in the real property records of the Adams County Clerk and Recorder at Reception No. 2013000008140 (the "Consumable Water Replacement Agreement"), the City leased consumable water to the District in order to augment the well located at the Prairie View High School and Prairie View Middle School sites; and

WHEREAS, starting in 2023 through 2025, the City failed to provide invoices to the District in accordance with the Consumable Water Replacement Agreement; and

WHEREAS, although the District made all payments billed by the City for the associate utility account, due to a faulty meter, charges for water use at the District's Overland Trail Middle School were not properly assessed since 2019; and

WHEREAS, the City estimates that based on usage in prior years, the charge for water usage at Overland Trail Middle School is approximately \$98,833.84 for the past three years (the "Usage Fees"); and

WHEREAS, the District maintains two concession stands, one at Prairie View High School, which has operated seasonally and continuously since 2006, and one at Brighton High School, which has operated seasonally and continuously since 2008, and such concession stands are connected to the City's water and wastewater systems and served by 2" water taps (the "Services"); and

WHEREAS, due to billing and/or payment issues, payment for the Services for the past three years, as determined by the City and agreed to by the School District, is \$15,689.48 at each high school, for a total amount of \$31,378.96 (the "Fixed Charges"); and

WHEREAS, the District has paid fixed fees for a water tap located at Southeast Elementary ("Potable Irrigation Line"), where no water usage has been recorded since approximately 2015 when the City's non-potable irrigation waterline was put into service; and

WHEREAS, the Parties met to discuss and review the issues set forth herein, and have reach an agreement to resolve such issues as outlined in this Agreement; and

WHEREAS, by this MOU, the City agrees to waive the Usage Fees for estimated water use at Overland Trail Middle School and abandon the Potable Irrigation Line and cease charging fixed fees for the same until it is abandoned; and

WHEREAS, by this MOU, the District agrees to pay the Fixed Charges, the invoices for the 2023 through 2025 associated with the Consumable Water Replacement Agreement, and to bring and maintain all 27J Utility Account current.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated as if fully set forth herein.

2. Waiver of Usage Fees. The City hereby waives the outstanding Usage Fees for water use at Overland Trail Middle School. Nothing contained herein shall constitute a waiver of future water usage fees or other utility fees at Overland Middle School by the City, and, in accordance with Section 5, below, the District shall continue to make all future water usage payments on a timely basis.

3. Abandonment of Potable Irrigation Line. The City will abandon the Potable Irrigation Line. Regardless of the City's timeframe for effectuating such abandonment, as of the Effective Date, the District shall not be charged any fixed associated with the Potable Irrigation Line.

4. Payment by the District. Within 45 days of execution of this MOU, the District shall pay the Fixed Charges and the invoices for 2023 through 2025 associated with the Consumable Water Replacement Agreement. The City will work to timely issue future invoices in accordance with the requirements of the Consumable Water Replacement Agreement.

5. Payment of Utility Accounts. The District agrees to work diligently to timely bring and continue to maintain all 27J Utility Accounts current. In any event, all outstanding 27J Utility Accounts shall be brought current within 180 days of the Effective Date. The City will work diligently to ensure that all 27J Utility Accounts are accurately assessed and invoices for all utility services are issues on a timely basis.

6. Governmental Immunity. Each Party acknowledges and agrees that both Parties are governmental entities of the State of Colorado whose liability in tort is at all times strictly limited and controlled by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as such may be amended from time to time, and that nothing herein is intended as a waiver of such immunity. Without waiving such immunity, each Party shall be solely responsible, to the extent authorized by law, for its own negligence and the negligence of its employees and agents acting within the scope of their authority under this MOU.

7. Binding Effect, Assignment, and Delegation. This MOU shall be binding on and inure for the benefit of the Parties hereto, and their respective successors and assigns. Neither

Party shall assign any of the rights, nor delegate any of the duties created by this MOU without the prior written consent of the other Party.

8. Relationship of the Parties. Nothing contained in this MOU shall imply any partnership, joint venture, or other association between the City and the District. Neither Party shall use the other's name or logo to suggest co-sponsorship or endorsement of any activity without the other's prior written consent.

9. Financial Obligations. Nothing in this MOU shall be construed to create a multiple-fiscal year direct or indirect municipal debt or municipal financial obligation. Each Party shall be responsible for their own costs related to this MOU.

10. Notice. All notices under this MOU shall be deemed to have been effectively delivered or given and received on the date personally delivered to the respective Party to whom it is directed, or when deposited by registered or certified mail, with postage and charges prepaid, addressed to the Party at the address set forth below:

If to the City:
City of Brighton
Attn: City Manager
500 S. 4th Avenue
Brighton, CO 80601

If to the School District:
School District 27J
Attn: Superintendent
88 N. 40th Avenue, Bldg. A
Brighton, CO 80601

With a copy to:
City of Brighton
Attn: City Attorney
500 S. 4th Avenue
Brighton, CO 80601

With a copy to:

11. Severability. In the event any provision of this MOU shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this MOU.

12. No Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of all terms and conditions of this MOU and all rights and actions relating thereto shall be strictly reserved to the Parties hereto, and nothing herein shall give or allow any claim or right of action to or by any other third-party to this MOU.

13. Waiver. Waiver of the enforcement of any breach of this MOU by either Party shall not constitute a continuing waiver or any subsequent breach by that Party of the same or any other provision of this MOU.

14. Headings. The headings in this MOU are for reference purposes only and shall not affect in any way the meaning or interpretation of this MOU.

15. Amendment. This MOU may be amended only by mutual agreement of the Parties and shall be evidenced by a written instrument authorized and executed with the same formality as this MOU.

16. Governing Law. This MOU shall be construed and governed by the laws of the State of Colorado. Any dispute arising out of or related to this MOU shall be resolved and adjudicated in the District Court of Adams County, Colorado.

17. Entire Agreement. This MOU constitutes the entire agreement between the Parties. This MOU may be amended only by the mutual consent of both Parties in writing.

18. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument.

19. Authority. Each Party warrants and represents that this MOU has been approved by its respective governing body and that the undersigned has authority to execute this MOU.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date.

City of Brighton, Colorado

Michael Martinez, City Manager

ATTEST:

Natalie Hoel, City Clerk

APPROVED AS TO FORM:

Yasmina Gibbons, Deputy City Attorney

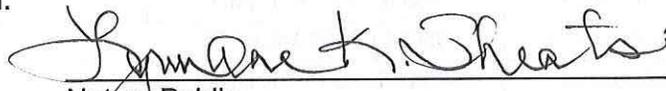
School District 27J:

By: 
William Pierce, Superintendent

STATE OF COLORADO)
COUNTY OF adams) ss.

The foregoing instrument was acknowledged before me this 9th day of January, 2026, by William Pierce in his capacity as Superintendent of School District 27J.

WITNESS my hand and official seal.


Notary Public
My commission expires: 2-21-26

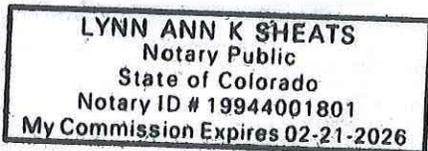


Exhibit A

List of 27J Utility Accounts

Account	Service Address	Service Area
51034011	879 JESSUP STREET B	Vikan Middle School
51034021	879 JESSUP STREET C	Vikan Middle School
21048101	950 SOUTHERN ST	Ball fields south of southern east of middle school
21021001	630 S 8TH AVE	27J Nutrition Services Office
21020801	801 SOUTHERN ST	Friendship Park, northeast corner of southern and 8th
21022021	895 VOILES ST	Maintenance bldg east of parks maintenance bldg
44040201	89 N 6TH AVE	Bob Sakata Education Campus
51016002	88 N 40TH AVE BLDG A	27J Education Service Center & Facilities Dept
6000037513	88 N 40TH AVE BLDG B	New Bus maintenance facility
51033001	60 S 8TH AVE	Admin/Storage Bldg NE corner of 8th & Bush
41037511	830 E BRIDGE ST	Innovations & Options - main bldg
41037521	849 BUSH ST	Innovations & Options - bldgs south of main bldg
51032501	830 E BRIDGE ST IM 1	Innovations & Options
21020001	270 S 8TH AVE	Brighton High School
21020501	360 S 8TH AVE	Brighton High School
51032003	360 S 8TH AVE IM 1	Brighton High School
6000037658	380 S 8TH AVE	Brighton High concession stand and bathrooms
22094501	565 S 8TH AVE	Aquatic Center southwest (corner of Southern and 8th)
13025321	1595 SOUTHERN ST WM 1	Southeast Elementary
51029032	1595 SOUTHERN ST IM 1	Southeast Elementary
14072381	1595 SOUTHERN ST	Southeast Elementary. Non-pot.
49100001	12301 E 124TH AVE	Henderson Elementary
6000033931	12909 E 120TH AVE CTE	Prairie View High School CTE
49100011	12909 E 120TH AVE	Prairie View High School
6000037659	12909 E 120TH AVE WM 2	Prairie View High concession stand and bathrooms
49100031	12915 E 120TH AVE	Prairie View Middle School
51013011	455 N 19TH AVE	Overland Middle School
51013021	455 N 19TH AVE IM 1	Overland Middle School
6000028403	5505 LONGS PEAK ST	Padilla Elementary
6000027247	5505 LONGS PEAK ST IM 1	Padilla Elementary Irrigation
23077111	305 S 5TH AVE WM 1	South Elementary
23076501	305 S 5TH AVE WM 2	South Elementary
23077211	305 S 5TH AVE WM 3	South Elementary
30252001	3707 ESTRELLA ST	Pennock Elementary
30251501	3707 ESTRELLA ST IM 1	Pennock Elementary
33071011	1605 LONGS PEAK ST	Northeast Elementary
33071201	1605 LONGS PEAK ST IM 1	Northeast Elementary