

**Memorandum of Understanding
Between the City of Craig, Colorado
and Moffat County, Colorado
Regarding Water Usage at Fairview Cemetery**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the City of Craig, whose address is 300 W 4th Street, Craig, CO 81625, and Moffat County, whose address is 1198 West Victory Way, Suite 103, Craig, CO 81625.

2. **Purpose.** Fairview Cemetery is owned and operated by Moffat County. The purpose of this MOU is to establish the terms and conditions under which the City of Craig will provide free water usage to Fairview Cemetery, located at 630 Ashley Road, Craig, CO 81625.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the governing bodies of the parties’ respective counties or municipalities and shall remain in full force and effect for not longer than 5 years at which point the MOU will need to be updated and reissued. This MOU may be terminated, without cause, by either party upon a 30-day written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Responsibilities of the City of Craig.** Provide potable water and accept wastewater pursuant to the requirements set forth in this document and in Title 13 of the City of Craig Municipal Code. Sample and analyze wastewater effluent leaving Fairview Cemetery to ensure compliance with limits set forth in this document.

5. **Responsibilities of Moffat County.**

- a. Provide water usage estimates within 30 days of execution of this MOU and by the end of January of each successive year.
- b. Maintain annual water use levels within 10% of the prior five-year average.
- c. Maintain responsibility for water used at Fairview Cemetery and indemnify and hold harmless the City of Craig from any claims, demands, suits, obligations, or other personal or property losses in any way related to Moffat County’s water usage or its operations at Fairview Cemetery connected with such water usage.
- d. Adhere to wastewater loading limits in accordance with the City of Craig Municipal Code which protects the City’s NPDES discharge permit and specifically not exceed limits in the following table:

| Parameter | Limits | Units |
|---------------------------------------|--------|-------|
| pH | 5-9 | |
| Temperature | < 104 | F |
| COD (Chemical Oxygen Demand) | < 600 | mg/L |
| TSS (Total Suspended Solids) | < 600 | mg/L |
| Cd PD (Cadmium Potentially Dissolved) | <0.52 | mg/L |

| | | |
|--------------------------------------|-----|------|
| Cu PD (Copper Potentially Dissolved) | <17 | mg/L |
| Zn PD (Zinc Potentially Dissolved) | 140 | mg/L |

6. **General Provisions**

a. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

b. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Colorado. The courts of the State of Colorado shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the 14th Judicial District, Moffat County, Colorado.

c. Entirety of Agreement. This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

d. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

e. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall endure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only party's signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

7. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

City of Craig

Chris Nichols, Mayor

Date

Peter Brixius, City Manager Date

Moffat County Board of County Commissioners

Melody Villard, Chair Date
Moffat County Board of County Commissioners