### MEMORANDUM OF UNDERSTANDING

# between WEBER COUNTY

# and the

#### TAYLOR WEST WEBER WATER IMPROVEMENT DISTRICT

This Memorandum of Understanding ("MOU") is between WEBER COUNTY ("County"), a body corporate and politic of the State of Utah and the TAYLOR WEST WEBER WATER IMPROVEMENT DISTRICT ("District").

The District was created for the purpose of serving culinary water to residents of Western Weber County. County is in the process of upgrading and replacing certain storm water infrastructure throughout Weber County. As a result of this project, District was required to remove and relocate a portion of its existing culinary water infrastructure. County and District desire to work more closely with one another in future planning and placement of infrastructure in effort to avoid unnecessary and costly infrastructure repair, replacement, and/or removal.

Therefore, the purpose of this MOU is to provide a basis for which the parties shall use all reasonable measures to work together to avoid unnecessary and costly future repairs of infrastructure within the District's servicing boundaries.

## I. COOPERATION ON REPLACEMENT COSTS

As a result of County's storm water infrastructure replacement project, District has hired a contractor and caused to be removed and reinstalled a portion of its culinary water line located approximately between 4150 W and 3500 W on 1800 South in Weber County, Utah. County and District agree to share the costs associated with the removal and reinstallation of the culinary water line described herein. County shall reimburse District for 50% of the cost associated with said culinary water line removal and reinstallation.

#### II. COOPERATION ON FUTURE PROJECTS

County and District recognize and understand the importance of mutual cooperation with future projects and infrastructure/utility improvements. Therefore, County and District shall utilize all reasonable efforts to communicate with one another on future infrastructure projects that may materially interfere with existing or planned infrastructure/utility locations and/or placement.

County and District understand that certain future infrastructure/utility projects may unavoidably result in the need for the parties to discuss potential options on construction, removal, repair, or replacement of infrastructure/utilities. Considering the foregoing, the parties shall use all reasonable efforts to inform the other party of any foreseeable concerns, problems,

or conflicts of which either party is aware and shall coordinate on the methods, means, and funding options wherein such concerns, problems, or conflicts may be mitigated to whatever extent possible.

Signatures:
By:Weber County
Attest:
Date:
By:
District
Data