MEMORANDUM OF UNDERSTANDING
Transparent Billing Grant

Effective February 1, 2023, this Memorandum of Understanding (MOU) is made between Washington County Water Conservancy District (District), Utah Division of Water Resources (UDWRe), City of St. George, Washington City, Hurricane City, Ivins City, City of Santa Clara, LaVerkin City, and Toquerville City (Municipal Partners) (collectively referred to as Parties, or separately as Party).

I. AUTHORITY

The statutes authorizing the District to enter into this MOU and engage in the activities described herein include but are not limited to Utah Code Sections 11-13-101 *et seq*. (Interlocal Cooperation Act), 17B-1-101 *et seq*. (Local District Powers), and 17B-2a-1001 *et seq*. (Water Conservancy District Act).

The statutes and regulations authorizing the Parties to enter into this MOU and engage in the activities described herein include but are not limited to Utah Code Sections 11-13-101 *et seq*. (Interlocal Cooperation Act) and 10-8-1 *et seq*. (Municipal General Powers).

II. PURPOSE

The UDWRe intends to fund a collaborative project sponsored by the District under its Transparent Billing program. The Project Team will include the District, Municipal Partners, Bowen Collins & Associates, and Yoppify. This project will enable the District and its Municipal Partners to send customized water use feedback directly to residents using text, email, or postcard using a communication software called Yoppify. The project will also include messaging to promote targeted conservation programs and to educate residents about excessive water use fees. Additional details about project activities can be found in the District's Transparent Billing Grant application and project proposal.

With project participation and support from the District and all of its Municipal Partners, the initial three-year project is estimated to conserve 6,090 acre-feet of water. This MOU outlines the mutual goals and responsibilities of the various participating agencies.

III. RESPONSIBILITIES OF PARTIES

To accomplish the Purpose described above, the Parties respectively agree to pursue in good faith the following:

A. <u>Washington County Water Conservancy District</u>

1. Provide a 15% funding match to procure Yoppify Software for its retail service area and each of its Municipal Partners.
2. Coordinate with its Municipal Partners to create messaging that supports the project intent.

3. Provide UDWRe with timely access to appropriate data and reports. Water use data will be anonymized when shared outside of the Project Team.
4. Coordinate with Yoppify to meet the unique needs and goals of each Municipal Partner.

B. Utah Division of Water Resources

1. Provide an 85% funding match for the District's proposed project.
2. Review appropriate data and project reports.

C. Municipal Partners

1. Collaborate with the Project Team to create goals and objectives that align with project and community needs.
2. Participate in the District's transparent billing campaigns.
3. Provide the Project Team with 3 years of baseline water use data.
4. Provide the Project Team with monthly water use data throughout the project period. The Yoppify platform will be configured to accept standardized files from the Party's billing software.
5. Work with Yoppify to update and maintain a contact database of residents.
6. Have the option to use Yoppify to deliver important messaging to residents outside of the project parameters. For example, Yoppify may be used for shut-off notices, emergency communication, or other party messaging.

IV. GENERAL

1. Amendment. This MOU may be amended through written agreement of all Parties.

2. Termination. Any Party may end its participation in this MOU for any reason and at any time by providing written notice to the other Parties. If not terminated earlier, this MOU will end when all of the Parties have fulfilled their respective commitments described above or December 31, 2026, whichever occurs first.

3. Other Agreements. Nothing in this MOU limits any Party from entering into other agreements with one another or with third parties.

4. Release. The Parties agree to release one another from any and all loss, injury, damages, debts, obligations, claims, demands, encumbrances, deficiencies, costs, penalties, suits, proceedings, expenses whether accrued, absolute, contingent or otherwise, including, without limitation, attorney's fees and costs (whether or not suit is brought) and other liabilities of every kind, nature and description arising out of performance under this MOU. This release shall survive any termination of this MOU. However, if a third party were to challenge anything arising out of the performance under this MOU, each Party will bear its own costs and incur any liabilities imposed by the third-party action.

5. No Third-Party Beneficiaries. Nothing in this MOU is intended to create any rights, duties, or obligations by the Parties to any person or entity not a party, and this MOU shall not be deemed to give rise to any right by any person or entity not a party against any Party to this

MOU. Nothing in this MOU is intended to nor shall be deemed to relieve or discharge the obligation or liability of any person or entity not a party to this MOU.

6. Authorities not altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.

7. Financial obligations. Nothing in this MOU shall require any of the Parties to assume any obligation or expend any sum in excess of authorization and appropriations available.

8. Immunity and defenses retained. Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

9. Enforceability. The Parties agree that this MOU does not create any contractual, or any other legal obligations meant to be enforceable by operation of law.

10. Counterparts. This MOU may be executed in counterparts.

11. Paragraph Headings. The paragraph and subparagraph headings used herein are for convenience only and shall not be considered in the interpretation of this MOU.

12. Laws and Regulations. Any and all actions performed pursuant to this MOU will comply fully with all applicable Federal, State and local laws and regulations.

13. Points of Contact. Each Party designates below a primary point of contact ("POC") to coordinate all matters concerning the carrying out of activities under this MOU. Any modifications to the POC will be provided in writing to the other parties. The contacts for work related to the project are:

Party	Point of Contact	Address	Telephone	e-mail
District	Whit Bundy	533 East Waterworks Dr. St. George, UT 84770	435.673.3617	whit@wcwcd.org
City of St. George	Kade Bringhurst	811 East Red Hills Parkway St. George, UT 84770	435.627.4800	
Washington City	Lester Dalton	111 North 100 East Washington City, UT 84780	435.656.6300	
Hurricane City	Ken Richins	147 North 870 West Hurricane, UT 84737	435.635.2811	
Ivins City	Chuck Gillete	85 North Main Ivins, UT 84738	435.634.0689	
City of Santa Clara	Dustin Mouritsen	2603 Santa Clara Drive Santa Clara, UT 84765	435.673.6712	

Party	Point of Contact	Address	Telephone	e-mail
LaVerkin City	Kyle Lovelady	435 North Main Street LaVerkin, UT 84745	435.635.2581	
Toquerville City	Jadee Adams	212 North Toquer Blvd Toquerville, UT 84774	435.635.1094	

Entered into and effective on the date first written above.

[Signatures on following pages]

MEMORANDUM OF UNDERSTANDING
Transparent Billing Grant

Washington County Water Conservancy District Signature Page

Zachary Renstrom
General Manager

APPROVED AS TO FORM:

Counsel for Washington County Water Conservancy District

MEMORANDUM OF UNDERSTANDING
Transparent Billing Grant

City of St. George Signature Page

By:
Title:

APPROVED AS TO FORM:

Counsel for City of St. George

MEMORANDUM OF UNDERSTANDING
Transparent Billing Grant

Washington City Signature Page

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By:
Title:

APPROVED AS TO FORM:

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Counsel for Washington City

MEMORANDUM OF UNDERSTANDING
Transparent Billing Grant

Hurricane City Signature Page

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By:
Title:

APPROVED AS TO FORM:

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Counsel for Hurricane City

MEMORANDUM OF UNDERSTANDING
Transparent Billing Grant

Ivins City Signature Page

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By:
Title:

APPROVED AS TO FORM:

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Counsel for Ivins City

MEMORANDUM OF UNDERSTANDING
Transparent Billing Grant

City of Santa Clara Signature Page

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By:
Title:

APPROVED AS TO FORM:

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Counsel for City of Santa Clara

MEMORANDUM OF UNDERSTANDING
Transparent Billing Grant

LaVerkin City Signature Page

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APPROVED AS TO FORM:

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Counsel for LaVerkin City

MEMORANDUM OF UNDERSTANDING
Transparent Billing Grant

Toquerville City Signature Page

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By:
Title:

APPROVED AS TO FORM:

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Counsel for Toquerville City