MEMORANDUM OF UNDERSTANDING
GRAND COUNTY DROUGHT PREPAREDNESS PLAN

THIS Memorandum of Understanding ("MOU") is made and entered into on the first signature date below when any two Parties sign this MOU. This MOU is intended to be a dynamic document, which allows the signatories ("Party" or "Parties") to join with others when they are prepared to do so.

RECITALS

WHEREAS, an increase in drought periods is predicted by climatologists to be more frequent, and;

WHEREAS, stakeholders including water districts, agricultural interests, environmental organizations, fire districts, town representatives, and Grand County government, have worked collaboratively on drought mitigation and preparedness planning to preserve essential public services and minimize the adverse effects of drought on public health and safety, economic activity, environmental resources, and individual lifestyles during a drought event, and;

WHEREAS, stakeholders have developed the Grand County Drought Preparedness Plan ("Plan"), a copy of which is attached hereto as Exhibit A, which is intended to mitigate the crisis through drought preparedness efforts, reduce the hardships caused by water shortages, create a county-wide approach to drought preparedness, and raise public confidence in the actions taken to address water supply shortages, and;

WHEREAS, the purpose of the Plan is to prepare the water users in Grand County for times of water shortages. The Plan is to be used as a guideline for the entities that adopt it to help them deal with varying drought conditions and educational possibilities. The Plan is meant to be used as an educational tool and not a regulatory document. While each individual entity adopting the Plan has the option on how they choose to use it, each entity is encouraged to implement recommendations of the Plan, in order to facilitate a uniform response throughout the County, and;

WHEREAS, the Parties desire to establish and maintain the Drought Preparedness Committee and other committees as identified in the Plan as part of the effort to create county-wide collaboration in dealing with drought conditions, and;

WHEREAS, all Parties to this MOU have an interest in protecting the County, it's inhabitants and other stakeholders from the deleterious effects of drought, and;

WHEREAS, the Parties desire to enter into this MOU to cooperate with one another and to coordinate efforts, if possible and beneficial, among both the Parties to this MOU and other stakeholders, in order to provide efficiency in their efforts to preserve essential public services and minimize the adverse effects of drought on public health and safety, economic activity, environmental resources, and individual lifestyles during a drought event, and;

WHEREAS, the Parties wish to record their mutual understandings in this MOU.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements

set forth below, it is agreed by and between the Parties as follows:

MEMORANDUM OF UNDERSTANDING

1. **AUTHORITY.** This MOU has been duly adopted by the Parties' governing bodies or authorized decision makers, and the undersigned representatives are authorized to execute this MOU on behalf of each respective Party.

2. **PURPOSE & AGREEMENT.**

   a. The foregoing Recitals are hereby incorporated into and made part of this MOU.

   b. The purpose of this MOU is for the signatory Parties to commit to the Grand County Drought Preparedness Plan in an effort to cooperatively prepare the water users in Grand County for times of water shortages. The Plan is to be used as a guideline for the entities that adopt it to help them deal with varying drought conditions and educational possibilities. It is meant to be used as an educational tool and not a regulatory document. Each individual entity adopting this Plan has the option on how they choose to use it. Each entity is encouraged to implement recommendations of the Plan, in order to facilitate a uniform response throughout the County.

   c. The Parties will help establish the Drought Preparedness Committee and other committees as identified in the Plan as part of the effort to create county-wide collaboration in dealing with drought conditions.

3. **FINANCIAL DETERMINATIONS.** The Parties are undertaking these actions with unknown financial impact to their future budgets. This is necessary and desirable due to the need to plan and take action to preserve essential public services and minimize the adverse effects of drought on public health and safety, economic activity, environmental resources, and individual lifestyles during a drought event. No Party to this MOU may seek to impose costs or financial obligations on any other Party. Any and all financial determinations are reserved to each Party independently for a determination by the governing board of each entity.

4. **ASSIGNMENT.** The Parties may not assign this MOU without prior written consent from all of the other Parties.

5. **COMPLIANCE WITH STATE AND FEDERAL LAW.** The Parties agree to timely comply with all state and federal laws including but not limited to any applicable reporting requirements.

6. **NOTICE.** All notices, demands, or other written communication required or permitted to be given by this MOU shall be by electronic mail, hand delivered or sent by certified or registered mail, postage prepaid, and return receipt requested, to the Parties at their most recent address of record.

7. **NO WAIVER OF IMMUNITY.** Notwithstanding any other provision to the contrary,

nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act ("CGIA"), C.R.S. § 24-10-101, *et seq.*

8. **GOVERNING LAW.** This MOU shall be governed by and construed in accordance with the laws of the State of Colorado and the laws of the United States of America.

9. **COMPLETE AGREEMENT.** This MOU consists of all the agreements, understandings, and promises between the Parties, and there are no agreements, understandings, or promises between the Parties other than those set forth in this MOU.

10. **AMENDMENTS.** Any amendments or modifications, not including the addition of Parties by signatures below, to this MOU must be in writing and executed by all Parties to be valid and binding.

11. **SEVERABILITY.** If any provision of this MOU is invalidated by any court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

12. **TERMINATION.** This MOU shall automatically terminate without further action of the Parties five calendar years from the date of the second signature to the MOU. Any Party may terminate its participation in the MOU by a written Notice of Termination delivered to the remaining Parties as provided in paragraph 6. The MOU may be extended between the Parties who consent to such extension in writing.

13. **THIRD PARTY ENFORCEMENT-** NONE. This MOU and all rights and obligations are reserved solely to the signing Parties and not any third party. This MOU does not create any rights to any third parties.

14. **COUNTERPARTS** – This MOU may be signed in multiple identical original counterparts, all of which shall be constitute one MOU.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the dates set opposite their respective signatures below.

Tabernash Meadows WSD Name of Agency	Thom Yoder Name Signature Manager, ORC Title	10-13-2026 Date