

Memorandum of Understanding

This Memorandum of Understanding (the “MOU” or “Memorandum”) is entered into on _____ (the effective date), by and between The Town of Battle Ground, Indiana located at (Town Hall) 100 College Street (“Town”) , and the Water Conservancy District, located at (Offices) 100 College Street, Battle Ground Indiana (“Conservancy”).

Town and Conservancy may be referred to individually as the Party or collectively the Parties.

1 MISSION

The goal on which the Parties will collaborate, has the following intended mission in mind: *to work together and co-operate with each other to meet the needs of the community in the most efficient, ethical, and economical means possible which will be referred to going forward as the **Mutual Relation of Cooperation and Support***

2 Purpose and Scope

The Parties intend for this MOU to provide the corner stone and structure for any and all future contracts or agreements being considered by the Parties and which may be related to the **Mutual Relation of Cooperation and Support**.

3. Objectives

The Parties shall work together to develop and establish policies and procedures that will promote and sustain a relation of Cooperation and Support and intend to maintain this **Mutual Relation of Cooperation and Support** that meets or exceed all business and industry standards.

4. Responsibilities and obligations of the Parties

Any Party may decide not to proceed with **Mutual Relation of Cooperation and Support** contemplated herein for any reason or no reason by notifying the other Party in writing. A binding commitment with respect to the **Mutual Relation of Cooperation and Support** described herein will result only if the Parties execute a definitive agreement.

5. Terms of Understanding

The term of this Memorandum shall be for a period of Five Years from the effective date and maybe extended upon written mutual agreement of both parties.

6. Legal Compliance

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or other wise render

ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

7. Notice

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

8. Governing Law

This Memorandum shall be governed by and construed in accordance with the laws of the State of Indiana.

9. Authorization and execution

The signing of this memorandum does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in the MOU.

10. List of Goals and Objectives

This will include, but not limited to:

- A. Joint utility billing with a new format including usage chart and space for communication with customers.
- B. Joint efforts providing water and sewage locates which is economical on labor, equipment and fuel.
- C. Joint meter reads on meters that are not yet radio read for water and sewage usage.
- D. Combining and expanding communication channels to the Battle Ground community.
- E. Weekly department meetings to coordinate town needs and projects when applicable.
- F. Coordinated timelines for infrastructure improvements on water main, sewer lines and storm water projects.
- G. Working together on research for funding of future infrastructure projects via grants and low interest loans.
- H. Mutual agreement on Town Development Guide

- I. Co-operation and sharing of the utility office and employees.
 - J. Co-operation and working together on Emergency Contingency Planning and Response Plans.
 - K. Such other goals and objectives as agreed between the Parties.
-

This agreement shall be signed by the President of the Town Board and the President of the Water Conservancy District and shall be effective as of the date first written above.

Town of Battle Ground, Indiana

Battle Ground Water
Conservancy District

By: _____
Its President of the Council

_____ Date

By: _____
Its President of the Board

Attested By Town Clerk

_____ Date

_____ Date