

AM
11/2/20

RESOLUTION NO. 2020- 19

A RESOLUTION ACCEPTING AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROCK SPRINGS, WYOMING, AND THE WYOMING DEPARTMENT OF TRANSPORTATION, AND AUTHORIZING TIMOTHY A. KAUMO, AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, TO EXECUTE SAID MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY.

WHEREAS, the Wyoming Department of Transportation (WYDOT) and the City of Rock Springs (City), desire to enter into Memorandum of Understanding to set forth the terms and conditions by which the City and WYDOT desire to control access to any future northerly expansion of Interchange Road in order to meet Access Policies in conjunction with the proposed interchange on I-80; and,

WHEREAS, the Governing Body of the City of Rock Springs has said Memorandum of Understanding before it and has given it careful review and consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That the terms and provisions of the Memorandum of Understanding between the City of Rock Springs and the Wyoming Department of Transportation, attached hereto and by this reference made a part hereof, is hereby accepted and approved by the City of Rock Springs, Wyoming.

Section 2. That the Mayor of said City be, and he is hereby, authorized, empowered and directed to execute said Memorandum of Understanding on behalf of said City; and that the City Clerk of said City, be and he is hereby, authorized and directed to attach to said Memorandum of Understanding a certified copy of this resolution.

PASSED AND APPROVED this _____ day of _____, 2020.

President of the Council

Attest:

Mayor

City Clerk



Mark Gordon
Governor

WYOMING Department of Transportation

"Providing a safe, high quality, and efficient transportation system"

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340



K. Luke Reiner
Director

February 11, 2020

City of Rock Springs
Attn: Paul Kauchich
212 D Street
Rock Springs, WY 82901

Project: B123014
Road: Rock Springs Streets
Section: Interchange Road
County: Sweetwater

RE:

Dear Mr. Kauchich,

Enclosed please find the original Memorandum of Understanding. Should this pass at the February 18, 2020 council meeting please have the Mayor and City Attorney sign. This document can be returned in the enclosed postage paid green envelope.

Sincerely,

By: Amy Lambert, Project Manager

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ROCK SPRINGS
AND
THE WYOMING DEPARTMENT OF TRANSPORTATION**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the **City of Rock Springs**, a municipal corporation of the state of Wyoming, herein referred to as the “City”, whose address is: 212 D Street, Rock Springs, WY 82901, and the **Wyoming Department of Transportation**, herein referred to as the “Department”, whose address is: 5300 Bishop BLVD, Cheyenne, WY 82009.
2. **Purpose.** The purpose of this MOU is to set forth the terms and conditions by which the City and WYDOT desire to control access to any future northerly expansion of Interchange Road in order to meet Access Policies in conjunction with the proposed interchange on I-80.
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until terminated.
4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.
5. **Responsibilities of the City.**
 - A. The City, or its representative, agree to abide by the Wyoming Department of Transportation Rules and Regulations, General Section, Chapter 13, Access Facilities, approved by the Transportation Commission of Wyoming and promulgated by authority of W.S. 24-2-105 and W.S. 24-6-101 through W.S. 24-6-111 and amendments thereto, if or when future expansion of Interchange Road occurs north of Interstate 80.
 - B. The City agrees to prohibit all approaches or access to Interchange Road to a distance of 660’ or more away from the ramps associated with Interstate 80.
6. **Responsibilities of the Department.**
 - A. The Department shall be given the opportunity to review and approve design plans associated with the expansion of Interchange Road.

7. **General Provisions.**

- A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, 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 Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Entirety of Agreement.** This MOU, consisting of three (3) pages represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- D. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- E. **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 the parties may renegotiate the terms affected by the severance.
- F. **Sovereign Immunity.** The State of Wyoming, the Wyoming Department of Transportation and the City of Rock Springs do not waive sovereign or governmental immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- G. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure 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 REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

8. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the 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 ROCK SPRINGS

Timothy A. Kaumo
Mayor, City of Rock Springs


Date

DEPARTMENT OF TRANSPORTATION

Keith Fulton
Assistant Chief Engineer

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

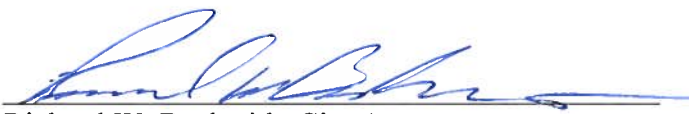


Alysia Goldman, Assistant Attorney General
Representing: the Wyoming Department of Transportation

2/11/2020

Date

CITY OF ROCK SPRINGS: APPROVAL AS TO FORM



Richard W. Beckwith, City Attorney
Representing: the City of Rock Springs

Date