

2/11/20

RESOLUTION NO. 2020-20

A RESOLUTION ACCEPTING AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROCK SPRINGS, WYOMING, THE CITY OF GREEN RIVER, WYOMING, AND SWEETWATER COUNTY, WYOMING, AND AUTHORIZING TIMOTHY A. KAUMO, AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, AND MATTHEW L. MCBURNETT, AS CITY CLERK OF THE CITY OF ROCK SPRINGS, WYOMING, TO EXECUTE SAID MEMORANDUM OF UNDERSTANDING ON BEHALF OF SAID CITY.

WHEREAS, the City of Rock Springs, Wyoming, the City of Green River, Wyoming, and Sweetwater County, Wyoming, desire to enter into a Memorandum of Understanding, which parties have established an informal organization known as the Sweetwater Economic Development Coalition (SEDC), to provide for a unified county-wide economic development effort to promote economic diversification, strengthen the economic base, provide planning efforts to attract businesses, and take a regionalized approach to economic development; and,

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

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

Section 1. That the Memorandum of Understanding between the City of Rock Springs, Wyoming, the City of Green River, Wyoming and Sweetwater County, Wyoming, attached hereto and by this reference made a part hereof, be and it is hereby accepted and approved by the Governing Body of said City.

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 attest to said Memorandum of Understanding, and to attach to each duplicate original of 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

MEMORANDUM OF UNDERSTANDING

AGREEMENT MADE this 4th day of February 2020, by and between the City of Rock Springs, Wyoming, a Wyoming municipal corporation, the City of Green River, Wyoming, a Wyoming municipal corporation, sometimes herein referred to as the "Cities", and Sweetwater County, Wyoming.

WHEREAS, the above-named parties agree that it is in their mutual best interests to provide for a unified county-wide economic development effort to promote economic diversification, strengthen the economic base, provide planning efforts to attract businesses, and take a regionalized approach to economic development; and,

WHEREAS, the parties have heretofore established an informal organization known as the Sweetwater Economic Development Coalition, and are mutually committed to the ongoing mission of the Sweetwater Economic Development Coalition (SEDC) for this purpose; and,

WHEREAS, success of the SEDC is reliant upon the continued support and funding of the parties; and,

WHEREAS, the parties have conferred and desire to reduce their mutual agreement to support the SEDC to writing.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

I. RESPONSIBILITIES OF THE PARTIES.

A. Sweetwater County

- i. The County may employ SEDC staff who shall report directly to the Sweetwater County Land Use Director, who shall serve as their direct supervisor, subject to all state, federal, and local employment laws. The County shall have discretion to determine who fills the County position as well as the duration and nature of said position.
- ii. The Sweetwater County Economic Development Department will promote economic development efforts to promote quality growth, economic diversity, business creation and expansion, promotion of infrastructure development, and potential capital investment.
- iii. The Sweetwater County Economic Development Department will work with the Sweetwater County Economic Development Coalition Advisory Board to develop an economic strategic plan to guide future economic development efforts.

- iv. Sweetwater County shall provide Quarterly reports to each entity on economic projects and efforts.
- v. Meetings shall be conducted with the Sweetwater County Economic Development Coalition Advisory Board monthly to discuss strategic direction of economic efforts.
- vi. The County shall establish and maintain a separate budget to properly segregate and account for all revenue received and expenses incurred in the furtherance of the objectives of this agreement.

B. Rock Springs and Green River

- i. The Cities shall coordinate with Sweetwater County to provide the resources that are vital to the success of the Sweetwater County Economic Development Department.
- ii. The Cities will support and encourage collaboration with Sweetwater County to meet shared priorities in support of the Sweetwater County Economic Department.

II. TERM AND TERMINATION. The term of this Memorandum of Understanding shall be from March 3, 2020 to June 30, 2021 and may be terminated, without cause, by any of the parties, upon ninety (90) days written notice to the other parties, which notice shall be delivered by hand or by certified mail. The term of this Memorandum of Understanding may also be extended and/or amended by a supplemental Memorandum of Understanding executed by all parties.

III. PAYMENT. During the term of this agreement, each party hereto agrees to pay the sum of Seven Thousand Five Hundred Dollars on the following dates: March 3, 2020, June 1, 2020, September 1, 2020, December 1, 2020, March 1, 2021, and June 1, 2021.

IV. SWEETWATER ECONOMIC DEVELOPMENT COALITION ADVISORY BOARD.

- A. The parties have appointed members of a Sweetwater County Economic Development Coalition Advisory Board, and each party to this agreement shall have the continuing right to appoint two (2) members as representatives of such party. The Sweetwater County Land Use Director will serve as an ex-officio member of the Sweetwater Economic Advisory Board. The Sweetwater County appointee's duties will be to provide strategic economic direction to the Sweetwater County Economic Department.

V. GENERAL PROVISIONS.

- A. Amendments. Any party may request changes to this MOU. However, any

changes, modifications, revisions, or amendments to this agreement shall be by written instrument, executed and signed by all parties.

- B. Entirety of Agreement. This agreement represents the entire and integrated agreement between the parties and supersede(s) all prior negotiations, representations and agreements, whether written or oral.
- C. 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.
- D. Signatures. The parties to this MOU, through their duly authorized representatives, certify that they have read, understood, and agreed to the terms and conditions set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

City of Rock Springs, Wyoming

Timothy A. Kaumo, Mayor

Attest:

City Clerk

Sweetwater County Commissioners



Randal M. Wendling, Chairman

Attest:



Secretary Sweetwater County Clerk



City of Green River, Wyoming

Pete Rust, Mayor

Attest:

City Clerk