

2/22/21

RESOLUTION NO. 2021-30

A RESOLUTION ACCEPTING AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE ROCK SPRINGS POLICE DEPARTMENT AND THE SWEETWATER EVENTS COMPLEX, AND AUTHORIZING TIMOTHY A. KAUMO, AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, AND DWANE PACHECO, CHIEF OF POLICE, ROCK SPRINGS POLICE DEPARTMENT, TO EXECUTE SAID MEMORANDUM OF UNDERSTANDING ON BEHALF OF SAID CITY.

WHEREAS, the Rock Springs Police Department (RSPD) and the Sweetwater Events Complex (SEC) desire to enter into a Memorandum of Understanding, to detail the understanding of the parties relative to the roles and responsibilities of each part during the use of the SEC by the RSPD for training purposes; 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 Rock Springs Police Department and the Sweetwater Events Complex, 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 and Chief of Police of said City, be and they are 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 _____, 2021.

President of the Council

Mayor

Attest:

City Clerk

MEMORANDUM OF UNDERSTANDING BETWEEN
ROCK SPRINGS POLICE DEPARTMENT AND
SWEETWATER EVENTS COMPLEX

Parties This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by the Rock Springs Police Department located at 221 C Street, Rock Springs, WY 82901 and (hereinafter referred to as "RSPD") and Sweetwater Events Complex located 3320 Yellowstone Road, Rock Springs, WY 82901.

Purpose The purpose of this MOU is to detail the understanding of the parties relative to the roles and responsibilities of each party during the use of the Sweetwater Events Complex by RSPD for training purposes.

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. *This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.*

Responsibilities of Sweetwater Events Complex

1. When requested and available, provide access to the Sweetwater Events Complex facility, including grounds and/or buildings, to RSPD for the purpose of training.

Responsibilities of the Rock Springs Police Department

1. Provide Events Complex with a schedule of anticipated use and/or only utilize the facility when available and not hosting events.
2. Should the Events Complex property sustain damages as a result of the usage, RSPD agrees to cover repair expenses.

Amendments Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, executed, and signed by all parties to this MOU.

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 Third Judicial District, Sweetwater County, Wyoming.

Entirety of Agreement This MOU, consisting of two pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

Prior Approval This MOU shall not be binding upon either party unless this MOU has been reduced to writing before the performance begins as described under the terms of this MOU.

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 either party may renegotiate the terms affected by the severance.

Sovereign Immunity Neither party waives their sovereign 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.

Third-Party Beneficiary Rights The parties do not intend to create in any other individual or entity the status of the 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 parties to this MOU intend and expressly agree that only the party's signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU or to bring an action for the breach of this MOU.

Signatures In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and 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.

Timothy A. Kaumo, Mayor, City of Rock Springs

Dwane Pacheco, Chief of Police, City of Rock Springs Police Department

Larry Lloyd, Executive Director Date Sweetwater Events Complex