

2/12/21

RESOLUTION NO. 2021-137

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, for the purpose of sharing the costs of providing information to the public regarding the submission a proposition to the electors of the county imposing an excise sales and use tax of 1% upon the retail sales of tangible personal property, admissions and services within Sweetwater County, to go towards funding for public safety agencies due to escalating costs; 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

## MEMORANDUM OF UNDERSTANDING

**AGREEMENT MADE** this \_\_\_\_\_ day of September 2021, 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**, recent revenue reductions and escalating costs have placed funding for public safety agencies as an immediate concern of the above-named parties. Public safety agencies includes, but is not limited to, ambulance service providers, the Sweetwater County Joint Combined Communications Center, and other local government tax supported public safety organizations; and

**WHEREAS**, recent revenue reductions have also placed economic development as an immediate concern of the parties. Economic development includes, but is not limited to, increasing employment, stimulating industrial activity, augmenting sources of tax revenues, fostering economic stability and economic diversification; and

**WHEREAS**, pursuant to W.S. §39-15-203(a)(i)(B) and W.S. §39-16-203(a)(i)(B) a sufficient number of resolutions have been passed by the governing body of the County and the governing bodies of the incorporated municipalities within the county to submit a proposition to the electors of the county imposing an excise sales and use tax of 1% upon the retail sales of tangible personal property, admissions and services within Sweetwater County; and upon sales and storage, use and consumption of tangible personal property within Sweetwater County; and

**WHEREAS**, the purpose of the tax is for general revenue to fund ambulance subsidies, the Sweetwater County Joint Combined Communications Center, and other local government tax supported public safety organizations and economic development; and

**WHEREAS**, the proposition for the tax will be submitted to the electors of the county on the November 2, 2021 ballot pursuant to W.S. §22-21-103; and

**WHEREAS**, the above-named parties agree that it is in their mutual best interests to provide the electors of the county with information regarding the tax proposition and have heretofore established an informal organization for this purpose; and

**WHEREAS**, the success of the organization is reliant upon the support and funding of the parties; and

**WHEREAS**, the parties have conferred and desire to reduce their mutual agreement to support the organization 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.** Sweetwater County and the Cities shall coordinate with and support the organization to meet shared priorities.

II. **TERM AND TERMINATION.** The term of this Memorandum of Understanding shall be from September 7, 2021 to November 2, 2021 and may be terminated, without cause, by any of the parties, upon fifteen (15) 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.** For the benefit of supporting the committee, each party hereto agrees to pay the sum of Ten Thousand Dollars by the date of September 8, 2021.

IV. **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 agree 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

Sweetwater County Commissioners

\_\_\_\_\_  
Timothy A. Kaumo, Mayor

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Secretary

City of Green River, Wyoming

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Pete Rust, Mayor

Attest:

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City Clerk