

AMS
9/16/21

RESOLUTION NO. 2021- 137

AN AMENDED 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 of 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 their obligation to inform the electors of the county regarding the circumstances and details related to the tax proposition and how the governmental entities involved intend to appropriate the revenue derived therefrom.

WHEREAS, the above-named parties agree that it is in their mutual best interests to established an informal committee for this purpose; and,

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

- I. **RESPONSIBILITIES OF THE PARTIES.** The Parties agree to share the cost of the brochure and/or informational materials described above. The parties further agree that said materials shall be informational in nature, and that no governmental funds from any of the parties will be used in support of or against passage of the proposed tax. Any materials

produced as a result of this Memorandum of Understanding shall be approved by the parties and their attorneys prior to public dissemination.

- II. **TERM AND TERMINATION.** The term of this Memorandum of Understanding shall be from September 22, 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 23, 2021. Any funds left unused by the committee shall be returned to the parties.
- 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

Pete Rust, Mayor

Attest:

City Clerk