

LODGING TAX CAPITAL CONSTRUCTION FUND
MEMORANDUM OF UNDERSTANDING

This agreement is entered into this _____ day of _____, 2015, between, CAMPBELL COUNTY (hereinafter referred to as COUNTY) and the CITY OF GILLETTE (hereinafter referred to as CITY), the TOWN OF WRIGHT, (hereinafter referred to as WRIGHT) and the CAMPBELL COUNTY LODGING TAX JOINT POWERS BOARD, (hereinafter referred to as the BOARD). The COUNTY, BOARD, WRIGHT and the CITY may be referred to hereinafter collectively as the Parties.

I. PURPOSE

This Memorandum of Understanding (MOU) shall outline the terms of understanding among the Parties with respect to the establishment and maintenance of a capital fund by the BOARD.

II. BACKGROUND

At the primary election in August of 2008, the voters of Campbell County approved a proposition to establish a 2% excise tax upon the sales price paid for lodging services within Campbell County. Wyoming Statutes require that a joint Powers Board be established to oversee spending the tax revenues. A Joint Powers Agreement to establish the Lodging Tax Joint Powers Board was prepared and approved by Campbell County, Gillette and Wright and then formally approved by the Wyoming Attorney General on December 5 of 2008. The Board has 7 members, a majority of whom are from the travel and tourism industry. Gillette, Campbell County and Wright may each choose one member who does not need to be in the travel and tourism industry and the remaining four members of the board is appointed two by Gillette and one each from Campbell County and Wright.

III. ESTABLISHMENT OF FUND

Wyoming Statutes section 39-15-211 (a)(ii)(B)(II) provides that not to exceed 10% of the Lodging tax distributed may be used for general revenue within the governmental entity imposing the tax. That portion of the tax distribution is

returned to the COUNTY, in the proportion that the amount collected outside the corporate limits of its cities and towns bears to the total amount collected within the county (County share), and to GILLETTE and WRIGHT, in the proportion that the amount collected within their corporate limits bears to the total amount collected within the county (Wright share and Gillette share). The Parties agree that the BOARD shall retain these tax revenues in a capital construction fund to be used exclusively for the construction of a facility located in Gillette, to house the operations of the BOARD, (the PROJECT) in lieu of returning those revenues to the other PARTIES as provided by law. If a proposition to continue the tax is defeated and the tax is not reimposed then this agreement shall terminate and the accumulated tax within the capital construction fund (the Capital Fund) shall be returned to the parties as follows: the County share to COUNTY, the Wright share to WRIGHT and the Gillette share to GILLETTE. If a proposition to continue the tax is defeated and the tax is not reimposed, the Parties may use the Capital Fund to continue the operation of the Visitors Center(s) and may contract with another entity such as the Campbell County Convention and Visitors Bureau, (CCCVB) for that purpose.

IV. PROJECT MANAGEMENT

The Parties agree that should the capital construction fund become sufficient to fund the construction of a facility located in Gillette, to house the operations of the BOARD, then the parties shall meet and execute an addendum to this MOU concerning the design, construction, and management of such a facility. The Parties agree that the CITY will be responsible for the design and construction management of the overall project and will serve as the conduit for the BOARD and the Parties to have input into all facets of the project.

V. OWNERSHIP OF FACILITY

It is the intent of the Parties that the PROJECT will be owned by the BOARD. The Parties acknowledge that PROJECT will be serviced by all CITY utilities, constructed on a tract of land within the City of Gillette. If a proposition to continue the tax is defeated and the tax is not reimposed then this agreement shall

terminate and the facility shall be jointly owned by the Parties, in proportion to their individual contribution to the total cost of the PROJECT.

VI. USE OF FACILITY

The BOARD shall operate the entire facility and pay all costs associated with its regular operations including utilities and general maintenance, upkeep and housekeeping, as well as exterior maintenance of the parking lot, and landscaping on the property.

VII. FURNISHINGS AND EQUIPMENT.

The Parties agree that BOARD shall provide furnishings and equipment to outfit all spaces in the PROJECT.

VIII. FIRE, CASUALTY AND LIABILITY INSURANCE

The BOARD shall maintain fire and extended coverage insurance on the facility in such amounts as are deemed appropriate for fire and extended coverage insurance on all personal property located in the premises.

During the course of construction liability insurance coverage will be provided as follows:

General Total limit:	\$2,000,000.
Products & Completed Work total:	\$2,000,000.
Personal Injury Each Person limit:	\$2,000,000.
Each Event limit:	\$2,000,000.
Premises Damage limit:	\$ 500,000.
Builders Risk:	\$Valuation of Project

Additionally, during the course of construction the Parties will be named as Additional Insureds.

IX. INDEMNITY AGREEMENT

Nothing in this Agreement shall be read to constitute or to require a waiver of any rights of the Parties under the doctrine of sovereign immunity, or a waiver of its

immunity under the Wyoming Governmental Claims Act, W.S. 1-39-101 *et sec.*

X. COMPLIANCE WITH LAW

The Parties represent that their possession, occupancy, and use of the premises will comply with all applicable federal, state, county and city laws and regulations.

XI. SIGNATURES

In witness whereof, the Parties, through their authorized representatives, have executed this MOU on the dates set out below and certify that they have read, understood and agree to the terms and conditions of this MOU as set forth herein.

CAMPBELL COUNTY, WY

Attest: _____
Susan Saunders, County Clerk

Matt Avery, Chairman

DRAFT

CITY OF GILLETTE, WY

Attest: _____
Louise Carter-King, Mayor

Karlene Abelseth, City Clerk

TOWN OF WRIGHT, WY

Attest: _____
Ralph Kingan , Mayor

Barbara Craig, City Clerk

CAMPBELL COUNTY LODGING TAX JOINT POWERS BOARD

, Chairman

Attest:

, Secretary

DRAFT