

**MEMORANDUM OF AGREEMENT
BETWEEN
GOVERNING BODIES OF
FREMONT COUNTY**

This Memorandum of Agreement (this “MOA”) is made and entered into by and between governing bodies of Fremont County (“County”), Lander City (“Lander”), City of Riverton (“Riverton”), Town of Dubois (“Dubois”), Town of Hudson (“Hudson”), Town of Pavillion (“Pavillion”), and the Town of Shoshoni (“Shoshoni”). The parties may collectively be referred to herein as the “Parties”, and individually, as a “Party”.

RECITALS

WHEREAS, Wyoming Statute § 39-15-204(a)(vi) allows for an excise tax at a rate in increments of one-quarter of one percent (0.25%) not to exceed a rate of one percent (1%) upon retail sales of tangible personal property, admissions, and services made within the county, the purpose of which is for economic development; and

WHEREAS, the proposition to consider an excise tax for the purpose of economic development will be placed on the 2026 Primary Election ballot for consideration of the qualified voters in Fremont County; and

WHEREAS, the economic development efforts associated with the proposition shall exclusively include commercial air service, public ground transportation, and emergency medical services (ground ambulance); and

WHEREAS, the ballot verbiage of the proposition is “Shall the Board of County Commissioners of the County of Fremont, State of Wyoming, be authorized to impose an excise tax of three-quarter percent (3/4%) upon retail sales of tangible personal property, admissions and services made within the county as defined by Wyoming state statutes, the purpose of which is for economic development. The net proceeds of the tax shall be used for economic development only to support emergency medical services (ground ambulance), commercial air service, and public ground transportation. If passed, the tax shall become effective on January 1, 2027, shall be in effect for a period of four (4) years, and as provided by W.S. § 39-15-203 (a)(v)(C) the same proposition shall be submitted at the general election in 2030”; and

WHEREAS, if the proposition to consider an excise tax for the purpose of economic development is approved in the August 18, 2026 Primary Election, the tax shall become effective on January 1, 2027, and as provided by W.S. 39-15-203(a)(v)(C) the same proposition shall be submitted at the general election in 2030; and

WHEREAS, the Board of County Commissioners shall, by ordinance, impose an excise tax upon retail sales of tangible personal property, admissions, and services as defined by Wyoming statutes if the proposition passes.

AGREEMENT

NOW, THEREFORE, in consideration of the above and of the mutual promises herein contained, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. Parties agree and acknowledge the optional excise tax collected and distributed by the Wyoming Department of Revenue will be distributed to municipalities and county based on population and the funds will be used exclusively for economic development purposes.
2. Parties agree to create a restricted fund and/or line items in their municipal and county budgets for the optional economic development tax proceeds and expenditures. No part of the tax shall be transferred to a Party's general fund for general operations.
3. Parties agree the net proceeds of the tax shall be used for economic development only to support emergency medical services (ground ambulance), commercial air service, and public ground transportation.
4. Parties agree that 54% of each Party's proceeds from the optional excise tax received will be distributed monthly to the Fremont County Treasurer for emergency medical services.
5. Parties agree that 31% of each Party's proceeds from the optional excise tax received will be distributed monthly to the City of Riverton for commercial air service.
6. Parties agree that 15% of each Party's proceeds from the optional excise tax received will be distributed monthly to the Fremont County Association of Governments (FCAG) for ground transportation.
7. Parties shall not advance funds nor over-obligate expenditures related to emergency medical services (ground ambulance), commercial air service, or public ground transportation prior to receiving funds in their respective restricted fund and/or line items.
8. General Provisions:
 - a. Effective Date. The effective date of this MOA is the date of the signature last affixed to this page and after the three-quarter percent (3/4%) optional sales and use tax for economic development passes on the Primary Ballot on August 18, 2026.
 - b. Term. This MOA shall remain in full force and until the three-quarter percent (3/4%) optional sales and use tax for economic development passes is defeated by the qualified voters of Fremont County in the 2030 general election, or any general election thereafter.
 - c. Amendments. Any changes, modifications, revisions, or amendments to this MOA which are mutually agreed upon by the Parties shall be incorporated by written instrument executed and signed by all Parties to this MOA. No provision of this

Agreement may be modified or altered solely by an individual Party. Prior to consideration of any amendment to this MOA, the proposed amendment shall be subject to a minimum thirty (30) day public comment period coordinated through the Fremont County Clerk's Office. Upon conclusion of the public comment period, the Fremont County Clerk shall compile and provide the results and comments received during the public feedback period to each Party for consideration prior to any action on the proposed amendment. Following receipt and review of the public comments, the governing bodies of the Parties may consider approval of the proposed amendment in accordance with their respective procedures, including but not limited to public hearing.

- d. Disputes. In the event of a dispute between the Parties as to the language of this MOA or the construction or meaning of any term hereof, this MOA will be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this MOA. Any controversy or claim arising out of, or relating to this Agreement, including, but not limited to, alleged breach of the Agreement, may be settled by mediation in accordance with W.S. § 1-43-101 et seq. Should mediation fail, the Parties may proceed with any/all legal avenues available under Wyoming or federal law. The construction, interpretation and enforcement of this MOA 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 MOA and the parties, and the venue shall be the Ninth Judicial District, Fremont County, Wyoming.
- e. Governmental Immunity. The Parties do not waive governmental immunity by entering into this MOA, and specifically retain all immunities and defenses available to them as a governmental entity pursuant to W.S. §1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as waiver of governmental immunity. The parties agree that any ambiguity in this MOA shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- f. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOA shall not be construed so as to create such status. The rights, duties and obligations contained in this MOA shall operate only between the parties to this MOA, and shall inure solely to the benefit of the parties to this MOA. The provisions of this MOA are intended only to assist the parties in determining and performing their obligations under this MOA. The Parties to this MOA intend and expressly agree that only Parties signatory to this MOA shall have any legal or equitable right to seek to enforce this MOA, to seek any remedy arising out of a Party's performance or

failure to perform any term or condition of this MOA, or to bring an action for the breach of this MOA.

- g. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in the MOA.
- h. Severability. Should any portion of this MOA be judicially determined to be illegal or unenforceable, the remainder of the MOA shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- i. Audit/Access to Records. The Parties to the MOA shall have access to any books, documents, papers, and records of the projects which are pertinent to the MOA. The Parties to the MOA shall, immediately upon receiving written instruction from the other, provide to any Party or independent auditor, accountant, or accounting firm, all books, documents, papers and records of the project which are pertinent to this MOA.
- j. Time is of the Essence. Time is of the essence in all provisions of this MOA.
- k. Waiver. The waiver of any breach of any term or condition in the MOA shall not be deemed a waiver of any prior or subsequent breach.
- l. Entirety of Agreement. The Parties hereto agree that this agreement represents the entire agreement of the Parties and all prior negotiations, discussions, and agreements have been incorporated herein.
- m. Counterparts. This Agreement may be executed in any number of counterparts, each of which may be deemed an original and all of which together shall constitute one and the same instrument, and facsimiles shall be deemed originals.

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9. Signatures. The Parties to this MOA, through the duly authorized representatives of their governing bodies, have executed this MOA on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOA.

FREMONT COUNTY, WYOMING:

Larry Allen, Chair

Date

ATTEST:

County Clerk

Date

CITY OF RIVERTON, WYOMING:

Tim Hancock, Mayor

Date

ATTEST:

City Clerk

Date

LANDER CITY, WYOMING:

Missy White, Mayor

Date

ATTEST:

City Clerk

Date

TOWN OF DUBOIS, WYOMING:

Pat Neveaux, Mayor

Date

ATTEST:

Town Clerk

Date

TOWN OF HUDSON, WYOMING:

Sherry Oler, Mayor

Date

ATTEST:

Town Clerk

Date

TOWN OF PAVILLION, WYOMING:

Matt Pattison, Mayor

Date

ATTEST:

Town Clerk

Date

TOWN OF SHOSHONI, WYOMING:

Joel Highsmith, Mayor

Date

ATTEST:

Town Clerk

Date