

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE TOWN OF SARATOGA
AND
THE PLATTE VALLEY COMMUNITY CENTER JOINT POWERS BOARD
FOR COOPERATIVE SERVICES AND RESOURCES IN THE OPERATION AND
MAINTENANCE OF THE PLATTE VALLEY COMMUNITY CENTER**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Town Council for the Town of Saratoga (Town), a Wyoming Municipal Corporation, whose address is: P.O. Box 486, Saratoga, WY 82331, and the Board of Directors for the Platte Valley Community Center Joint Powers Board (PVCCJPB) whose address is: P.O. Box 128, Saratoga, WY 82331. This MOU concerns the services and funding to be provided by the parties for the operation and maintenance of the Platte Valley Community Center.

2. **Purpose.** The purpose of this MOU is to provide the terms for the Town's use of the Platte Valley Community Center facilities in exchange for financial consideration and services by the Town to be provided to PVCC JPB.

3. **Term of MOU.** This MOU is effective 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 June 30, 2027. This MOU may be terminated, without cause, by either party upon ninety (90) days written notice prior to termination, which notice shall be delivered by certified mail to the address provided in this MOU. Unless terminated as described herein, this MOU shall automatically be renewed for a period of two (2) years.

4. **Responsibilities of the Town.**
 - A. The Town shall provide an annual financial contribution in the total amount of \$60,000. This funding shall be paid out in quarterly payments in a timely manner in the amount of \$15,000 each. Said contribution shall be allocated and approved by the Town each year at the implementation of the annual budget. This amount may be negotiated annually by both parties.

 - B. The Town shall provide maintenance to the facility in the form of lawn care with mowing, watering, weed control; landscape sprinkler maintenance, repair, and winterization; snow removal on all parking areas and sidewalks; pavement maintenance and repair on all paved lots at PVCC, including but not limited to pot hole repair, seal coat when necessary, and any crack repairs as needed; maintenance of all outside parking lot lighting.

 - C. The Town may fund a janitorial position to clean and maintain the areas utilized by the Town's Recreation Department.

- D. The Town shall serve as fiscal agent for payroll for the PVCC employees, providing all employee benefits through the Town. Payroll reports detailing payroll for the PVCC employees will be provided by the Town to the PVCCJPB following each pay period. PVCCJPB shall reimburse, in a timely manner, the Town for payroll expenses for PVCC employees after each pay period. A separate agreement between the Town and PVCCJPB may be provided for this service in the future if desired by both parties.

5. Responsibilities of the PVCCJPB.

- A. The PVCCJPB shall provide to the Town use of all PVCC facilities at no charge for any event Town sponsored event, including meetings of Town affiliated government entities. All events must be scheduled with the PVCC Executive Director and will not be guaranteed if scheduling conflicts occur with other events.
- B. The PVCCJPB shall provide office space at no charge to the Town for use by the Town Recreation Director and others associated with the implementation of the Town recreation programs. The Town shall have full use of the facilities necessary to implement the Town recreation programs – i.e., the gymnasium, exercise equipment rooms, weight room, gymnasium stage area, and small multi-purpose gym.
- C. The PVCCJPB shall provide personnel to operate, manage, and maintain the Platte Valley Community Center facilities. Said employees are employed by the PVCC Joint Powers Board and are under the direction and supervision of the PVCCJPB.

6. General Provisions.

- A. **Amendments.** Any party may request changes to the MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed, and signed by all parties to this MOU.
- B. **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 Second Judicial District, Carbon County, Wyoming.

- C. **Entirety of Agreement.** This MOU, consisting of four (4) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
 - D. **Governmental Immunity.** The Town and PVCCJPB, do not waive governmental immunity by entering this MOU. The Town and PVCCJPB each fully retain all immunities and defenses provided by law with respect to any action based on or occurring because of this MOU.
 - E. **Indemnification.** Each party to this MOU shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
 - F. **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.
7. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the 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.

(SIGNATURES ARE AFFIXED TO THE NEXT PAGE)

TOWN OF SARATOGA, a Wyoming Municipal Corporation

Mayor, Town of Saratoga


Date

ATTEST:

Clerk, Town of Saratoga

Date


PLATTE VALLEY COMMUNITY CENTER JOINT POWERS BOARD



President, Platte Valley Community Center JPB

8-14-23
Date

ATTEST:



Secretary, Platte Valley Community Center JPB

August 14, 2023
Date