



City of Green River  
City Council Meeting  
Agenda Documentation

Preparation Date: 07/30/19	Department: Finance
Meeting Date: 08/06/19	Department Head: Chris Meats
	Presenter: Chris Meats

**Subject:**

*Consideration to Approve Amendment One to the FY 2019 Air Service Enhancement Program Cooperative Agreement with the City of Rock Springs and Sweetwater County*

**Background/Alternatives:**

*The Purpose of the amendment is to extend the term of the minimum revenue guarantee to SkyWest Airlines by three months to September 30, 2019 (instead of through June 30, 2019) and ensures commercial air service between Rock Springs and Denver.*

**Attachments:**

*Agreement*

**Fiscal Impact:**

*\$105,055.90*

**Staff Impact:**

*n/a*

**Legal Review:**

*Pending*

**Suggested Motion:**

*I move to approve Amendment One to the FY 2019 Air Service Enhancement Program Cooperative Agreement with the City of Rock Springs and Sweetwater County, pending legal approval.*

**AMENDMENT ONE TO THE  
FY 2019 AIR SERVICE ENHANCEMENT PROGRAM  
COOPERATIVE AGREEMENT**

- 1. Parties.** This Amendment is made and entered into by and between SWEETWATER COUNTY, hereinafter referred to as "County," whose address is 80 West Flaming Gorge Way, Suite 109, Green River, WY 82935; the CITY OF GREEN RIVER, a Wyoming Municipal Corporation whose address is 50 East 2<sup>nd</sup> Street, Green River, WY 82935; and the CITY OF ROCK SPRINGS, a Wyoming Municipal Corporation whose address is 212 D Street, Rock Springs, WY 82901, collectively referred to as "Co-Sponsors."
  
- 2. Purpose of Amendment.** This Amendment shall constitute the first amendment to the FY 2019 Air Service Enhancement Program Cooperative Agreement between the County and the Co-Sponsors. The purpose of this Amendment is to: A) extend the term of the Agreement, hereinafter referred to as "Service Period," through September 30, 2019.

The original Cooperative Agreement, dated June 27, 2018, required the County and the Co-Sponsors to bear partial responsibility for providing the funding necessary to participate in the Air Service Enhancement Program as defined by Wyo. Stat. Ann. §10-3-601 et seq. through SkyWest Airlines, hereinafter referred to as "Airline," to provide air service from Rock Springs, Wyoming (RKS) to Denver, Colorado (DEN), with an expiration date of June 30, 2019.

The County assured, by Agreement with the Airline, a monthly revenue profit margin requirement of ten percent (10%), hereinafter referred to as "Subsidy," for Service between RKS and DEN during the Service Period in the total amount of One Million One Hundred Ninety-Three Thousand Eight Hundred Seventeen Dollars (\$1,193,817) for the Service Period.

By Agreement between the County and the Wyoming Department of Transportation, hereinafter referred to as "WYDOT," WYDOT agreed to pay sixty percent (60%) of the Subsidy in the total amount of Seven Hundred Sixteen Thousand Two Hundred Ninety Dollars and Twenty Cents (\$716,290.20).

By Cooperative Agreement between the County and the Co-Sponsors, the County and the Co-Sponsors agreed to pay the remaining forty percent (40%) of the Subsidy as follows:

- A.** County shall be responsible for forty-five percent (45%) of the total quarterly invoice. The maximum exposure for the County for Service Period shall be no more than two hundred fourteen thousand eight hundred eighty-seven dollars and six cents (\$214,887.06).
- B.** The City of Green River shall pay twenty-two percent (22%) of the total quarterly invoice. The maximum exposure for the City of Green River for Service Period shall be no more than one hundred five thousand fifty-five dollars and ninety cents (\$105,055.90).

C. The City of Rock Springs shall pay thirty-three percent (33%) of the total quarterly invoice. The maximum exposure for the City of Rock Springs for the Service Period shall be no more than one hundred fifty-seven thousand five hundred eighty-three dollars and eighty-four cents (\$157,583.84).

**3. Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (“Effective Date”), and shall remain in full force and effect through the Service Period of the Cooperative Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Cooperative Agreement, or pursuant to federal or state statute, rule, or regulation.

**4. Amendments.**

A. The first sentence of Section 3 of the original Cooperative Agreement is hereby amended to read as follows:

“The Service between RKS to DEN shall take place from July 1, 2018 through September 30, 2019, hereinafter referred to as the Service Period.”

**5. Amended Responsibilities of the County.**

Responsibilities of the County have not changed.

**6. Amended Responsibilities of the Co-Sponsors.**

Responsibilities of the Co-Sponsors have not changed.

**7. Special Provisions.**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Cooperative Agreement, between the County and the Co-Sponsors, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Co-Sponsors of an originally signed counterpart of the Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the County.

**8. General Provisions.**

A. **Entirety of Agreement.** The original Cooperative Agreement, consisting of four (4) pages; Exhibit A, the Sweetwater County-SkyWest Revenue Agreement consisting of nine (9) pages; Exhibit B, the Grant Agreement Between the Wyoming Department of Transportation and the

Sweetwater County Commission consisting of eight (8) pages; and this Amendment One consisting of four (4) pages represents the entire and integrated Cooperative Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

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IN WITNESS HEREOF, the Parties to this Amendment, either personally by and through their duly authorized representatives have executed this Amendment on the date set forth below and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

The effective date of this Agreement is the date last signed and executed by the duly authorized representatives of the parties to this Agreement, below.

**ATTEST:**

\_\_\_\_\_  
County Clerk

**SWEETWATER COUNTY BOARD OF  
COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Wally J. Johnson, Chairman

\_\_\_\_\_  
Date

**ATTEST:**

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

**CITY OF GREEN RIVER**

By: \_\_\_\_\_  
Pete Rust, Mayor

\_\_\_\_\_  
Date

**ATTEST:**

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

**CITY OF ROCK SPRINGS**

By: \_\_\_\_\_  
Tim Kaumo, Mayor

\_\_\_\_\_  
Date