RESOLUTION NO. 15-21

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF FIRESTONE, WELD COUNTY CLERK AND RECORDER & WELD COUNTY TREASURER

WHEREAS, there has been proposed a Memorandum of Understanding ("Agreement") between the Weld County Clerk and Recorder ("Clerk and Recorder"), Weld County Treasurer ("Treasurer"), and the Town of Firestone ("Town") to provide for an intergovernmental agreement for the collection of Sales and/or Use tax by the Clerk and Recorder on behalf of the Town upon the registration of motor vehicles subject to such taxes; and

WHEREAS, the Town is authorized to enter into such Agreement and finds that such Agreement is in the best interests of the Town and its citizens;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

Section 1. The proposed Memorandum of Understanding between the Clerk and Recorder, Treasurer and the Town of Firestone ("Agreement") concerning the collection of Sales and/or Use Tax is hereby approved in essentially the same form as the copy of such Agreement accompanying this resolution.

Section 2. The Mayor is hereby authorized to execute the Agreement and the Mayor is further authorized to negotiate and approve on behalf of the Town such revisions to the Agreement as the Mayor and Town Manager determine are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Agreement are not altered.

Section 3. The Town's funding of the Clerk and Recorder services to collect Sales and/or Use tax on its behalf is subject to such budgetary and appropriations measures as are required by state law.

INTRODUCED, READ, and ADOPTED this 25th day of March, 2015.

TOWN OF FIRESTONE, COLORADO

Paul Sorensen
Mayor

FIRESTONE TOWN SEAL WELD COUNTY, COLORADO

ATTEST:

Carissa Medina
Town Clerk

MEMORANDUM OF UNDERSTANDING
COLLECTION OF SALES AND/OR USE TAX
BY WELD COUNTY CLERK AND RECORDER

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is by and between Carly Koppes, Weld County Clerk and Recorder (hereinafter "Clerk and Recorder"), whose address is 1402 N. 17th Avenue, Greeley, CO 80631; John Lefebvre, Weld County Treasurer (hereinafter "Treasurer"), whose address is 1400 N. 17th Avenue, Greeley, Colorado ; and the Town of Firestone (hereinafter "Municipality"), whose address is 151 Front Ave, Firestone, Colorado.

WITNESSETH:

WHEREAS, Municipality charges a sales tax of 3 % of the purchase price upon all motor vehicle purchases that occur within the boundaries of Municipality (hereinafter "the Sales Tax"), and

WHEREAS, Municipality charges a use tax of 2 % of the purchase price upon all motor vehicle purchased for use by Municipality's residents (hereinafter "the Use Tax"), and

WHEREAS, Municipality desires to have Clerk and Recorder collect the Sales Tax and/or Use Tax from persons who are in the process of licensing them through the Clerk and Recorder, and

WHEREAS, the parties hereto agree to said collection of the Sales Tax and/or Use Tax according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. COLLECTION OF TAXES. Clerk and Recorder shall collect the Sales Tax and/or Use Tax upon the registration of motor vehicles subject to such taxes. No registration or title shall be issued by the Clerk and Recorder unless either payment of the Sales Tax and/or Use Tax is made or evidence of exemption from such taxes is presented at the time of registration.

2. TRANSMITTAL OF FUNDS TO MUNICIPALITY. Clerk and Recorder shall transmit daily all funds collected to the Weld County Treasurer, who shall transmit 95% of the funds collected to Municipality by the 15th of the month following the month of collection thereof; retaining 5% as payment due for the aforementioned collection. Such retained payment shall be submitted into County's General Fund.

3. ENTIRE MOU. This instrument embodies the entire MOU of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this MOU shall supersede all previous communications, representations, or MOUs, either verbal or written, between the parties hereto. No modification to this MOU shall be valid unless agreed to in writing by the parties hereto.

4. NO THIRD-PARTY ENFORCEMENT. It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this MOU shall give or allow any claim or right of action whatsoever by any other person not included in this MOU. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this MOU shall be an incidental beneficiary only.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officials to execute this MOU the day and year first above written.

TREASURER:

By: _____
John Lefebvre
Weld County Treasurer

CLERK AND RECORDER:

By: _____
Carly Koppes, Weld County
Clerk and Recorder

MUNICIPALITY:

_____, a municipal corporation of the STATE OF COLORADO

ATTEST:

By: _____
, Clerk

By: _____
, Mayor