

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITIES OF BUFFALO, GILLETTE, AND SHERIDAN, WYOMING**

This Memorandum of Understanding ("MOU") is entered into by and between the City of Buffalo ("Buffalo"), the City of Gillette ("Gillette"), the City of Sheridan ("Sheridan"), and the KBJ Economic Development Joint Powers Board; and is effective this ____ day of November, 2014.

Purpose

The purpose of this MOU is to establish and formalize the mutual understanding of tasks and responsibilities of each community for the Tri-City Regional Marketing Initiative (TRMI).

Recitals

WHEREAS, the governing bodies of Buffalo, Gillette and Sheridan recognize the benefits of maximizing the effectiveness of limited economic development dollars by working collaboratively to market the three communities and their surrounding area, highlighting the competitive advantage and strengths of the region; and

WHEREAS, the Wyoming Business Council ("WBC") has grant programs available to fund this effort through the Business Ready Communities Grant and Loan Program; and

WHEREAS, by submitting a joint application to WBC, the three communities dramatically increase the likely of success for the grant application, and continue to hold up the region as a model for cooperative endeavors between local government bodies; and

WHEREAS, the WBC Business Ready Community Grant and Loan Program has certain matching fund and reporting requirements that will need to be met by the three communities if the grant is awarded;

Now Therefore Be It Resolved:

I. Grant Application

- A. The parties agree to allow for a grant application to be submitted to the WBC on behalf of Buffalo, Gillette, and Sheridan for the amount of \$100,000. Buffalo shall be the formal grant applicant throughout the approval process. Each party shall be responsible for authorizing submission of the grant application by way of duly adopted resolution by the governing body of each community. Each party shall also provide any support materials necessary to ensure a complete application to the WBC.
- B. The KBJ Economic Development Joint Powers Board ("KBJ") shall act as administrator for the grant, and shall be responsible for compiling all necessary materials, as provided by the other parties, necessary for a complete application to the WBC Business Ready Communities Grant and Loan Program.

II. Matching Funds

- A. In order to meet the 25% matching funds requirement for the grant, the parties agree to contribute the following funds to the project upon successful notice of award:

Buffalo – \$8,000

Gillette – \$12,667

Sheridan – \$12,667

Total Matching Funds – \$33,334

- B. KBJ shall be responsible for invoicing the other parties as necessary and coordinating draw down requests for grant funds.

III. Grant Reporting and Administration

- A. Upon successful reward of the grant funds, the KBJ shall be responsible for ensuring that all of the terms and conditions of the WBC grant agreement are complied with, and shall submit all required grant reporting materials and funding drawdown requests. KBJ shall invoice Buffalo, Gillette, and Sheridan as necessary to pay third party invoices and complete drawdown requests information.
- B. KBJ shall maintain documentation of expenditures and grant reporting activities, and shall furnish these materials on request to the other parties.

IV. General Provisions

- A. This MOU shall remain in effective until terminated by mutual consent of the parties, or upon successful closeout of the grant with the WBC.
- B. This MOU may be amended by mutual consent of the parties. Any changes, modifications, revisions or amendments to this MOU that are mutually agreed upon by and between the parties shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

C. This MOU may be signed in counterparts.

SIGNED AND EXECUTED by the parties effective as of the date set forth above.

CITY OF BUFFALO

CITY OF GILLETTE

Randy Dyess, Mayor

John Opseth, Mayor

ATTEST:

ATTEST:

DRAFT

KBJ ECONOMIC DEVELOPMENT JPB

CITY OF SHERIDAN

John Heath, Mayor

ATTEST:

ATTEST:
