

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

This Memorandum of Understanding ("MOU") is entered into by and between the City of Buffalo ("Buffalo"), the City of Gillette ("Gillette"), and the City of Sheridan ("Sheridan"); and is effective this 19th day of July, 2016.

Purpose

The purpose of this MOU is to establish and formalize the mutual understanding of tasks and responsibilities of each community for the Northeast Wyoming Growth Alliance ("NEW Growth Alliance") initiative, as well as to set forth the scope of the initiative itself.

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, a marketing strategy was recently completed for the Northeast Wyoming region, using funding from the three communities and a Wyoming Business Council Grant, that outlines goals and actions for collaboration between the three communities in marketing the region; and

WHEREAS, the initiative surrounding said marketing strategy has been named the NEW Growth Alliance; and

WHEREAS, in order for the NEW Growth Alliance initiative to be successful, the cities of Buffalo, Gillette, and Sheridan must share a common understanding of the scope and goals of the initiative and commit resources vital to its success;

Now Therefore Be It Resolved:

I. Scope of Northeast Wyoming Growth Alliance

- A. The parties agree that the mission and scope of the NEW Growth Alliance shall be as detailed in the NEW Growth Alliance Business/Operational Plan dated April 2016 attached hereto and incorporated herein as Exhibit A.
- B. The parties hereby appoint JOCO First as the Central Point of Contact for the NEW Growth Alliance. The initial duties of the Central Point of Contact shall be as defined in the Business/Operational Plan. Additional duties may be assigned by the Management Council described below.
- C. The process of handling of leads, inquiries, and prospects shall be as outlined in the Business/Operational Plan. Likewise, what constitutes an inquiry, lead, or prospect shall be as defined in the Business/Operational Plan.

II. NEW Growth Alliance Management Council

- A. The efforts of the NEW Growth Alliance shall be governed by a Management Council. Each participating community shall appoint representation to the Management Council as follows:
- **Buffalo** – 1 elected official
 - **Gillette** – 1 elected official
 - **Sheridan** – 1 elected official
 - Two at large appointees shall be selected and approved by a majority of the three elected officials on the Management Council. The two at-large appointees will serve staggered, one year and three year terms. Upon the expiration of the initial terms, all subsequent appointments shall be for three year terms.
 - The three elected officials of the Management Council shall have authority to remove the at-large appointees upon unanimous agreement.
- B. The Management Council shall direct the efforts of the Central Point of Contact and shall promulgate bylaws, policies and procedure to administer the affairs, appoint committees as needed and manage the funds allocated to the NEW Growth Alliance.
- C. The Management Council shall be responsible for proposing an annual budget for the scope of work of the NEW Growth Alliance.
- D. Representatives of the Management Council shall report biannually on the efforts of the NEW Growth Alliance to the governing bodies of the Buffalo, Gillette, and Sheridan. The Management Council shall provide a written biannual accounting of all funds expended for the NEW Growth Alliance and its fiscal position to the governing bodies of the same.
- E. The Management Council shall be assisted in their efforts by a Technical Advisory Committee. The Technical Advisory Committee may consist of one economic development representative from each community and may also include other stakeholders as selected by the majority of the Management Council.
- F. The Management Council, with assistance from the Technical Advisory Committee, shall develop bylaws and other operating procedures to help govern the affairs of the Management Council and NEW Growth Alliance.

III. Responsibilities of Parties

- A. In order to provide for the first three years of activities and organizational stability, the parties agree to contribute the following funds to the for fiscal year 2016/17, 2017/18, 2018/19:

Buffalo – \$40,000
JOCO First - \$10,000
Gillette – \$50,000
Sheridan – \$50,000

Total Year 1 Contributions – \$150,000

- B. The Central Point of Contact shall be responsible for invoicing the other parties as necessary, and shall maintain the funds in a fiscally responsible manner in accordance with state law and the fiscal procedures adopted by the Management Council. The Central Point of Contact shall also provide the Management Council with all necessary information to meet its responsibilities to the governing bodies of Buffalo, Sheridan, and Gillette.

IV. General Provisions

- A. This MOU shall remain in effect until terminated by mutual consent of the parties.
- B. This MOU contains all the terms and understanding agreed to by the parties relating to its subject matter. It replaces all previous discussions, understandings, and agreements.
- C. 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.
- D. 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

CITY OF SHERIDAN

Michael Johnson, Mayor

Louise Carter-King, Mayor

John Heath, Mayor

ATTEST:

ATTEST:

ATTEST: