

MEMORANDUM OF UNDERSTANDING
MULTIJURISDICTION SMALL GOVERNMENT ENTERPRISE LICENSE AGREEMENT

THIS AGREEMENT is entered into by and between Campbell County, Wyoming, 500 S. Gillette Ave., Ste. 1100, Gillette, Wyoming 82716 (COUNTY); the City of Gillette, P.O. Box 3003, Gillette, Wyoming 82717 (CITY); and the Town of Wright (TOWN) P.O. Box 70 Wright, WY 82732. The COUNTY, CITY AND TOWN may be referred to hereinafter collectively as the PARTIES.

I. PURPOSE

This Memorandum of Understanding (MOU) outlines the terms of the agreement between the Parties with respect to the funding of the Multijurisdictional Small Government Enterprise License Agreement (ELA) with GIS software provider, ESRI. The MJSGELA will provide to the Parties a shared license agreement for software implementation and support for a total annual cost of \$55,000.00 for the first year, increasing to \$60,000.00 the second year, and \$65,000.00 for the third year of a three-year (3 year) contract. As the authorizing entity, COUNTY will act as the single point of contact for administration of the license contract. CITY and TOWN, as participating entities, will be responsible for payment of their proportioned share to the COUNTY of the license cost each year.

II. COST SHARING AGREEMENT

The share of the cost of the license agreement will be based on the proportion of the cost each Party is currently paying for their existing license agreements divided by the total of the license agreements.

Billing will be set at a prorated amount of 56.90% of the total amount for the COUNTY, 40.25% of the total amount for the CITY, and 2.85% of the total amount for the TOWN.

First Year: Under this MOU, COUNTY will pay \$31,295.00 (56.90% x \$55,000.00) the first year, and CITY will pay \$22,137.50 (40.25% x \$55,000.00) the first year, and TOWN will pay \$1,567.50 (2.85% x \$55,000.00) the first year.

Second Year: Under this MOU, COUNTY will pay \$34,140.00 (56.90% x \$60,000.00) the second year, and CITY will pay \$24,150.00 (40.25% x \$60,000.00) the second year, and TOWN will pay \$1,710.00 (2.85% x \$60,000.00) the second year.

Third Year: Under this MOU, COUNTY will pay \$36,985.00 (56.90% x \$65,000.00) the third year, and CITY will pay \$26,162.50 (40.25% x \$65,000.00) the third year, and TOWN will pay \$1,852.50 (2.85% x \$65,000.00) the third year.

Payment shall be timely submitted to COUNTY without the necessity of being invoiced in order that COUNTY can remit payment to ESRI in accordance with the terms of the ELA.

III. TERM AND CONDITIONS

CITY and TOWN acknowledge that COUNTY has entered into the agreement (ELA) referenced above as the contracting entity with Environmental Systems Research Institute, Inc. (ESRI), a copy of which is attached hereto and by this reference, incorporated herein. CITY and TOWN shall sign and execute an Authorized Entity Acknowledgement Statement which evidences CITY and TOWN'S agreement to be bound by the terms of the attached agreement between ESRI and COUNTY for the three (3) year term of the agreement. In the event ESRI terminates the ELA agreement, pursuant to paragraph 5.5 for material breach, as the defaulting party, shall continue to be obligated to pay for its proportionate share.

CITY OF GILLETTE

Louise Carter King, Mayor

Dated:_____

Attest:

Karlene Abelseth, City Clerk

COUNTY OF CAMPBELL

Mark A. Christensen, Chairman

Dated:_____

Attest:

Susan Saunders, County Clerk

TOWN OF WRIGHT

Ralph Kingan, Mayor

Dated:_____

Attest:

Barbara Craig, Town Clerk