



City of Green River  
 City Council Meeting  
 Agenda Documentation

Preparation Date: 1-14-2020	Submitting Department: URA/Main Street Agency
Meeting Date: 1-21-2020	Department Director: URA/Main Street Board
	Presenter: Jennie Melvin

Subject: *Consideration to Authorize Mayor Rust to sign the Memorandum of Understanding between the Wyoming Business Council, the City of Green River and Green River URA/Main Street.*

Background/Alternatives: *The Wyoming Business Council requires a signed Memorandum of Understanding for the provision of services to the local program by Wyoming Main Street. The MOU outlines the responsibilities of the Wyoming Business Council, the City of Green River and the Green River URA/Main Street Agency.*

Attachments:  
*Memorandum of Understanding*

Fiscal Impact:  
*Fiscal impacts have already been budgeted for.*

Staff Impact:  
*The URA/Main Street Administrator handles the day to day operations of the Main Street program under the supervision of the URA/Main Street Board.*

Legal Review:  
*Pending*

Suggested Motion:  
*I move to authorize Mayor Rust to sign the Memorandum of Understanding between the Wyoming Business Council, the City of Green River, and Green River URA/Main Street.*

**MEMORANDUM OF UNDERSTANDING BETWEEN  
WYOMING BUSINESS COUNCIL  
AND THE CITY OF GREEN RIVER ON BEHALF OF GREEN RIVER URA/MAIN  
STREET**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Wyoming Business Council (Council), whose address is: 214 W. 15<sup>th</sup> Street Cheyenne, WY 82002, the City of Green River (City), whose address is: 50 East 2<sup>nd</sup> North, Green River, WY 82935, and Green River URA/Main Street (Local Program), whose address is: 50 East 2<sup>nd</sup> North, Green River, WY 82935.
2. **Purpose.** The purpose of this MOU is to implement the Wyoming Main Street Program in the City of Green River, Wyoming, to promote the revitalization of the designated downtown Main Street District of the Local Municipality.
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until December 31, 2021. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.
5. **Responsibilities of Council.** Council agrees to:
  - A. Serve as the state-wide program coordinator for the Main Street program, also known as Wyoming Main Street. Council will maintain a working partnership with the National Main Street Center:
    - i. Evaluate Wyoming Main Street programs to determine eligibility as an Accredited or Affiliate program for the National Main Street Center;
    - ii. Evaluates and coordinate training programs based on needs for the Wyoming Main Street programs;
    - iii. Offer sessions on planning and capacity building for local programs, as requested;
    - iv. Have the ability to designate communities of districts within their service territory as members of Main Street America, per the designation guidelines developed by the National Main Street Center;
    - v. Is eligible to recommend local communities served by coordinating programs to apply for annual national awards, and the Great American Main Street Award (GAMSA);
    - vi. Promote and manage the National Main Street Center's recommendations in the State of Wyoming.

- B. Provide the Wyoming Main Street and the Main Street America logos electronically to the Local Program for use in printed publications. Logos must be used only in conjunction with the celebration and promotion of Main Street. The style of the logos must not be modified in any way. The logos should be presented in either original colors, or black and white.
- C. Provide an annual funding allocation to the Local Program to help send its Manager, board, committee members, and volunteers to the annual National Main Street Conferences and Best Practices Workshop as funds are available.

6. **Responsibilities of Local Program.** Local Program agrees to:

- A. Maintain an active volunteer Board of Directors representing downtown stakeholders, including representatives of downtown business and property owners and other community entities, to oversee the continuing development of the local Program for the term of this MOU.
- B. Actively participate in the Wyoming Main Street program including, but not limited to, maintaining an operating budget. The Board of Directors will be the primary fundraisers for the Local Program's basic operating budget. All communities must designate a representative to be the lead and contact for the program.
  - i. For Certified communities, the operating budget must include necessary staff, travel and operating expenses. A Local Manager/Director must be employed for the day-to-day responsibilities of the program administration. The Board shall develop a job description setting forth the administrative responsibilities.
- C. Implement a comprehensive revitalization strategy following the Main Street Four-Point Approach established by the National Main Street Center. The Four-Points (Organization, Promotion, Design and Economic Vitality) should be utilized for program stability. An annual work plan using the four-point approach must also be developed and submitted to Wyoming Main Street annually.
- D. Submit monthly reinvestment reports to Wyoming Main Street that track key performance measures and progress of the Local Program. The monthly reinvestment reports shall describe downtown improvements, local economic data, local volunteer utilization and the progress of technical assistance projects. Reports are due on the fifteenth (15<sup>th</sup>) of each month following the reported month.
- E. Provide Council with copies of all published materials relating to the Local Program.

- F. Have the Local Manager/Director/Representative participate, as requested by Wyoming Main Street, in all required training sessions.
- G. Promote and encourage board member and volunteer attendance at local, state and national training opportunities, as identified by Wyoming Main Street. Attendance minimums at on-site presentations may be set by Wyoming Main Street in advance.
- H. Complete an annual review as directed by Wyoming Main Street.
- I. Illustrate the acknowledgement of the receipt of Wyoming Main Street's services by crediting its participation in, and as a beneficiary of, the statewide program through the appropriate methods (i.e., printed acknowledgement in public notices, press releases, project signs, publications, verbal recognition at public meetings, etc.).
- J. Maintain an active membership in the National Main Street Center.
- K. Return all Wyoming Main Street signs to the Council if the Local Program withdraws from the Main Street program or no longer fulfills the requirements of the Program Guidelines.

7. **General Provisions.**

- A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- B. **Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Entirety of Agreement.** This MOU, consisting of five (5) pages, and Attachment A, consisting of three (3) pages represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations and agreements, whether written or oral.
- D. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.

- E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- F. Sovereign Immunity.** The State of Wyoming, Wyoming Business Council, the City of Green River and Green River URA/Main Street do not waive sovereign or governmental immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- G. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

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8. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**WYOMING BUSINESS COUNCIL**

\_\_\_\_\_  
Amy Grenfell  
Chief Operations Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Julie Kozlowski, Director  
Community Development Division

\_\_\_\_\_  
Date

**CITY OF GREEN RIVER**

\_\_\_\_\_  
Pete Rust, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sherry Bushman, Program Chair

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Margaret A.R. Schwartz, Assistant Attorney General

\_\_\_\_\_  
Date