

**MEMORANDUM OF UNDERSTANDING BETWEEN
BILLINGSWORKS WORKFORCE COUNCIL STEERING COMMITTEE PARTICIPANTS AND BIG
SKY ECONOMIC DEVELOPMENT AUTHORITY AND BIG SKY ECONOMIC DEVELOPMENT
CORPORATION, TOGETHER REFERRED TO AS BIG SKY ECONOMIC DEVELOPMENT (BSED)**

This Memorandum of Understanding ("MOU") is made and entered into on January 1, 2016 (the "Effective Date") by and between Big Sky Economic Development Authority and Big Sky Economic Development Corporation, together referred to as Big Sky Economic Development (BSED) and BillingsWorks Workforce Council Steering Committee Participants collectively referred to as the "Parties."

RECITALS

- A. **WHEREAS**, BillingsWorks Workforce Council is a group of individuals, organizations and businesses who are voluntarily committed to the execution of the BillingsWorks Mission Statement: *"Cooperatively identify workforce issues, establish goals, develop and implement strategies, and monitor outcomes to address near and long-term workforce needs to achieve our 2023 vision"*;
- B. **WHEREAS**, BillingsWorks Workforce Council is guided by the BillingsWorks Steering Committee consisting of MOU partners who make an investment of time, in-kind resources, and financial support each year, including the members as referenced on the Steering Committee List (Appendix A);
- C. **WHEREAS**, BillingsWorks Workforce Council exists to support and promote workforce related projects and events in Yellowstone County that further the goals and objectives as prescribed by the BillingsWorks Steering Committee, working toward our collective vision to be the "premier business-driven workforce development hub in our economic development region by 2023";

THEREFORE, in consideration of the recitals and other good and valuable considerations, the receipt and sufficiency of which is acknowledged, the Parties understand the following:

UNDERSTANDING

A. PURPOSE

The purpose of this MOU is to describe the responsibilities of the Parties with regard to their role in BillingsWorks Workforce Council. In all cases, the responsibilities are voluntary and may be performed to any degree the Parties consider reasonable.

B. JOINT RESPONSIBILITIES

- The Parties are independent entities in relation to one another and no party is authorized or permitted to act as an agent or employee of the other.

- Demonstrate commitment to and active participation in the execution of the mission of the BillingsWorks Workforce Council
- Actively participate in the development and implementation the BillingsWorks action plan and goals, and monitor and update those goals and action plan through the Council and the Steering Committee process
- Provide guidance for the Annual Employer Survey and State of the Workforce Report; and, for the Billings Works Talent Dashboard of key indicators of success
- Provide guidance for the BillingsWorks Project Manager/Director, and for setting an annual project budget
- Designate a representative to serve as a voting member of the Council Steering Committee, and attend quarterly Council and Steering Committee meetings.
- Inform and engage the BillingsWorks Workforce Council and Steering Committee of the unique projects or events that may be undertaken by individual members/organizations, and that are consistent with the mission and goals of the Council, and use the BillingsWorks icon as a means to co-promote those unique events and the BillingsWorks initiative.
- Collaborate and participate, as appropriate, in joint community projects by writing support letters, sharing information and resources, or providing expertise in order to support projects and help them become successful.
- Provide in-kind resources or financial support for a three year period at a minimum of \$2500 per year starting July 1, 2015 through June 30, 2018, at which time the BillingsWorks Workforce Council Steering Committee will evaluate and consider next steps. This commitment of support will provide each entity with one voting member on the BillingsWorks Workforce Council Steering Committee.

Statement of Commitment:

Pledge of Financial Support Per Year \$ _____

Pledge of In-Kind Support Per Year _____

C. RESPONSIBILITIES OF BIG SKY ECONOMIC DEVELOPMENT

- a. Big Sky Economic Development will designate (hire) one staff member as the project lead, and provide other staff support as needed to direct, implement and promote BillingsWorks Workforce Council Initiative, under the guidance of the BillingsWorks Workforce Council Steering Committee.

- b. Big Sky Economic Development will provide financial support in the amount of \$25,000 per year beginning July 1, 2015 and each year with the final annual payment on July 1, 2017.
- c. Assist Goal Champions in advancing their work plans and provide administrative support
- d. Arrange and facilitate regularly scheduled meetings including securing a meeting place, setting up a conference call, preparing agendas, and taking meeting notes.
- e. Maintain a current and accurate list of partners and secure signed MOUs from the partners.
- f. Develop and maintain the website: BillingsWorks.org
- g. Conduct the Annual Employer Survey and compile results in the State of the Workforce Report
- h. Coordinate the State of the Workforce event
- i. Monitor and update the State of the Workforce Talent Dashboard on a regular basis with guidance from the Billings Works Workforce Council and Steering Committee
- j. Provide public relations and marketing support for BillingsWorks
- k. Develop and manage the BillingsWorks Workforce Council budget, with guidance from the Steering Committee

D. TERM AND TERMINATION

- a. This MOU shall commence on the Effective Date.
- b. Any party hereto may terminate this MOU at any time, with or without cause, by providing the other Parties thirty (30) days' written notice thereof. Any financial obligation created under this MOU must be paid up to and including the effective date of termination.
- c. In the event a party breaches this MOU, either non-breaching party may terminate this MOU if the breach remains uncured after providing 10 days' written notice to the breaching party stating the nature of the breach and demanding a cure to such breach.

E. NOTICES

The following individuals shall serve as Points of Contact for the administration of this MOU. Any notice required or permitted by this MOU shall be in writing directed to:

BillingsWorks Workforce Council

Brittney Souza
222 North 32nd Street
Billings, MT 59101
406-869-8416
brittney@bigskyeda.org

IN WITNESS WHEREOF, the Parties hereto have duly executed this MOU on this (insert day) of (month) (year).

BIG SKY ECONOMIC DEVELOPMENT AUTHORITY

STEERING COMMITTEE PARTICIPANT

Kevin Gustainis, EDA Chair

Title _____

BIG SKY ECONOMIC DEVELOPMENT CORPORATION

ATTESTED BY,

Duncan Peete, EDC Chair

Title _____