

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: June 20, 2018	Department: Parks and Recreation
Meeting Date: July 10, 2018	Department Head: Brad Raney
	Presenter: Katie Duncombe

Subject:

Agreement for disbursement, receipt and use of Sweetwater County Joint Travel and Tourism advertising grant funds.

Background/Alternatives:

The City of Green River Parks and Recreation Department in cooperation with the Green River Arts Council applied for an advertising grant through the Sweetwater County Joint Travel and Tourism Board. We have been awarded a \$2,000 reimbursable grant to help advertise our 14th Annual Art on the Green event to be held on August 17 & 18, 2018.

Attachments:

Agreement for Disbursement

Fiscal Impact:

This grant will offset the cost of advertising by \$2,000.

Staff Impact:

The Recreation Supervisor in charge of the program will manage the grant.

Legal Review:

This document has been reviewed and approved by the City attorney on

Suggested Motion:

I move to approve the Sweetwater County Joint Travel and Tourism Grant agreement in the amount of \$2,000 for the 2018 Art on the Green event.



SIGN AND RETURN TO T&T OFFICE

GRANT # 18-06-03

GRANTEE'S TAX ID NUMBER (If applicable): _____

**AGREEMENT FOR DISBURSEMENT, RECEIPT AND
USE OF GRANT FUNDS**

THIS AGREEMENT made the day 13th day of June, 2018, by and between the Sweetwater County Joint Travel and Tourism Board, hereinafter referred to as the Grantor, and the City of Green River, hereinafter referred to as the Grantee, for the purpose of governing the disbursement by the Grantor of certain Grant Funds as well as the receipt and use of said grant amounts by the Grantee,

WITNESSETH:

WHEREAS, Grantee has previously submitted an application to the Grantor for the purpose of promoting tourism to Sweetwater County by hosting Art on the Green and,

WHEREAS, the Grantor did approve said proposal for Grant Funds in the amount of \$2,000.00; and,

WHEREAS, the Grantor and the Grantee are mutually desirous of funding Grantee's project in the amount previously approved by the Grantor;

NOW, THEREFORE, Grantor and Grantee mutually and expressly agree as follows:

1. CONTRACT AND GOVERNING DOCUMENTS

The Contract Documents pertaining to the disbursement, receipt and use of Grant Funds shall include this Agreement, Grantee's Application for Grant Funds as approved by the Grantor, the Grant Application Guidelines as promulgated by the Grantor, the Grantor's policies and procedures as promulgated by the Grantor, as well as any amendments to such guidelines, policies and procedures as may be in force at the time of the award of any such grant. All of the aforementioned documents and materials are considered material parts of the Contract Documents and, by this reference, are incorporated herein and made a part hereof as though the same were fully set forth.

2. GOVERNING LAW

This Agreement is subject to the Wyoming Joint Powers Act, §16-1-102, *et seq.*, Wyoming Statutes Annotated (LexisNexis 2004); §39-15-204 Wyoming Statutes Annotated (LexisNexis 2004); §39-15-211(a)(ii), Wyoming Statutes Annotated (LexisNexis 2004); Uniform Municipal Fiscal Procedures Act, §§ 16-4-101 through 16-4-123, Wyoming Statutes Annotated (LexisNexis

2004); and, any and all other applicable Statutes of the State of Wyoming; and, the Sweetwater County Joint Powers Agreement; and, the Joint Travel and Tourism Board and the Sweetwater County Joint Travel and Tourism Board By-Laws; and, the Sweetwater County Joint Travel and Tourism Board Policies and Procedures. Grantee is charged with full knowledge and understanding of the governing law as well as all terms and provisions of the Contract Documents and agrees to act and conduct its activities in full compliance therewith.

3. FUNDING

(A) Grantor agrees to fund Grantee's promotional project up to and including the amount of \$2,000.00, but under no circumstances shall the amount of funding exceed said amount. The parties mutually and expressly agree that any cost overruns shall be the sole and exclusive responsibility of the Grantee, and the Grantee shall indemnify and hold harmless the Grantor from any liability of whatsoever kind or character relating to the same.

(B) Funding shall be in the form of reimbursement only. The parties mutually and expressly agree that no funds shall be disbursed by the Grantor until after Grantee's project shall have completed and, further, that no funds shall be disbursed until such time as the Grantee has submitted to the Board, a voucher with all necessary attachments and requisite details on or in such form as may be required by Grantor. Grantee agrees that any funds paid by the Grantor will be applied directly to the credit card account the items were charged on. Any request for payment or claim against Grant Funds allocated to the Grantee by the Grantor must be submitted within one hundred and twenty (120) days of completion of Grantee's project or the same shall be deemed to be waived and barred. All responsibility and liability for the completion or non-completion of any documentation required by the Contract Documents shall rest solely with the Grantee.

(C) The parties hereto further mutually and expressly agree that the Grantee shall not request payment for, nor will the Grantor approve, any non-itemized expenditure or an expenditure which is inconsistent with, or which deviated from, Grantee's original Application for Grant Funds or the Award of Grant and under no circumstances shall any disbursement be made in excess of the itemized amount approved in conjunction with the Award of Grant.

(D) To the extent that Grantee's project includes the production of promotional materials which is funded in whole or in part by Grant Funds, said promotional materials shall include a credit worded substantially as follows:

**"PRODUCED IN COOPERATION WITH THE
SWEETWATER COUNTY JOINT TRAVEL AND
TOURISM BOARD"**

(E) The parties expressly understand, agree, and acknowledge that no obligation of Grantor's Board shall continue beyond its existence or become the obligation of any of the parties to the Sweetwater County Travel & Tourism Board Joint Powers Agreement. The parties further expressly understand, agree, and acknowledge that in the event of an unforeseen economic emergency, or other exigent or cogent reason, the Grantor shall have the sole authority to cancel, rescind, and hold null and void this Agreement for Disbursement, Receipt and Use of Grant Funds by providing to Grantee written notice of its intent to do so at any time, without incurring any liability whatsoever therefore to Grantee or any other person or entity claiming any benefit herefrom.

4. EVALUATIONS, REVIEW AND TERMINATION OF FUNDING

Grantor reserves the right to periodically review, inspect and evaluate the progress of Grantee's project or any components thereof to determine compliance or noncompliance with the stipulations of the Grant Award or conditions imposed by the Contract Documents. In the event it is determined that the Grantee is in noncompliance or is deviating from the Grant as approved; Grantor reserves the right, in its sole discretion, to terminate and cancel all or a portion of its funding commitment without incurring any liability to the Grantee. In addition, the Board reserves the right, in its sole discretion, to amend any Grant or Award at any time prior to Grantee's actual expenditure of funds in reliance thereon. It is mutually and expressly agreed that Grantee shall expend no funds in reliance upon any Grant Award nor shall request for payment or claims for reimbursement be made for any expense incurred prior to the execution of the Agreement.

5. INDEMNIFICATION

(A) Notwithstanding and without limiting the generalities of the obligations and covenants contained in this Agreement and the Contract Documents, the parties mutually and expressly agree that the Grantor's involvement in any of Grantee's projects is that of a funding agency only and that the responsibility for the conduct or supervision of Grantee's project or activities, rests solely with the Grantee. Grantee agrees to indemnify and hold harmless the Grantor from and against any claims and/or damages of whatsoever kind and character including, but not limited to, costs, attorney's fees and expenses, with or without court action, and irrespective of whether the same be to property or person, including injury or death, which costs, claims or damages may result from the conduct by Grantee or of Grantee's project or activity.

(B) Except as specifically directed or authorized herein, the Grantee is not permitted to, and Grantee shall not, use the name of the Grantor for the purposes of inducing any third party to enter into any contract or to incur any liability or exposure to the Grantee. Furthermore, the Grantee shall conduct all its affairs to avoid creating an impression or appearance that Grantor's involvement with any project or activity of Grantee is any more than that specified in the Contract Documents.

6. COMPLIANCE WITH GOVERNING LAW

In addition with the provisions of governing set forth in Paragraph 2 hereinabove, the Grantee shall also comply with all any and all applicable Federal, State, Local Laws, Ordinances, or Codes.

7. BOOKS AND RECORDS

Grantee shall maintain books and accounts of its project and activities and related costs and expenses in accordance with generally accepted accounting principals and practices; which books and records shall be available to the Grantor during Grantee's normal business hours for the duration of Grantee's project or activity. Grantee shall timely furnish to Grantor any and all information, documents, receipts, invoices, and the like which Grantor, its accountants, auditors, or legal counsel, may request.

8. NOTICE

All notices required, or other official correspondence relating to Grantee's project or activity, shall be made by U.S. Postal Service first class mail to the following:

For the Grantor:

Jenissa Meredith
SWEETWATER COUNTY JOINT TRAVEL AND TOURISM BOARD
404 N Street, STE 304
Rock Springs, WY 82901

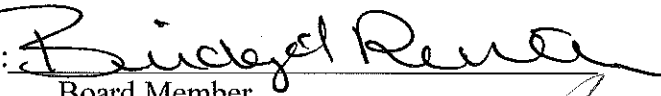
For the Grantee:

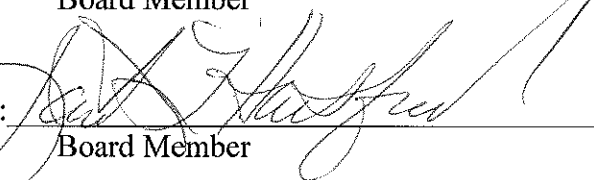
City of Green River/Art on the Green
Attn: Katie Duncombe
50 East 2nd North
Green River, WY 82935

Sweetwater County Joint Travel and Tourism
Grant No. 18-06-03
Agreement for Disbursement
Page 5

The undersigned represent and warrant that they have full authority and are empowered to execute this Agreement on behalf of the Grantor and Grantee.

SWEETWATER COUNTY JOINT TRAVEL AND TOURISM BOARD, GRANTOR

By: 
Board Member

By: 
Board Member

