



City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: 06/29/22	Department: Legislative
Meeting Date: 07/19/22	Department Head: Reed Clevenger
	Presenter: Consent Agenda

Subject:

Approval of the Community Service Agreements for FYE2023

Background/Alternatives:

Requests for funding were presented to the governing body during the budget process. Funding was appropriated for the following service groups at the June 21, 2022 council meeting by the budget Adoption Resolution R22-09.

Attachments: *Community Service Agreements*

Fiscal Impact:

<i>Food Bank of SWC</i>	<i>\$20,000</i>
<i>Golden Hour Senior Center</i>	<i>\$22,000</i>
<i>Youth Home, Inc.</i>	<i>\$7,392</i>
<i>Sweetwater Family Resource Center</i>	<i>\$5,200</i>
<i>Drug Treatment Court Foundation SWC</i>	<i>\$6,000</i>
<i>STAR Transit</i>	<i>\$16,890</i>
<i>YWCA Center for Families & Children</i>	<i>\$10,000</i>
<i>Climb Wyoming</i>	<i>\$4,000</i>
<i>United Way of SW Wyoming</i>	<i>\$4,050</i>

Staff Impact: *n/a*

Legal Review: *Pending*

Suggested Motion:

I move to approve the community service agreements for FYE23 for Green River Food Bank; Golden Hour Senior Center; Youth Home; Sweetwater Family Resource Center; Drug Treatment Court of Sweetwater County; STAR Transit; YWCA Center for Families & Children; United Way and Climb Wyoming for a total of \$95,532, pending legal approval.

CONTRACT FOR SERVICES

THIS AGREEMENT entered into this 1st day of July, 2022, by and between the City of Green River, Sweetwater County, Wyoming, a Municipal Corporation, hereinafter “City”, and the Food Bank of Sweetwater County in Green River, Wyoming, hereinafter “Food Bank.”

In consideration of the mutual covenants hereinafter set forth, the parties agree:

1. The City shall pay the Food Bank the sum of \$20,000 for the fiscal year beginning July 1, 2022, and ending June 30, 2023.
2. In consideration of the foregoing payment, the Food Bank will distribute food to the hungry in Green River.
3. This agreement contains the entire understanding of the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this agreement or any presentations including the execution and delivery hereof except such representations as are specifically set for the herein and each of the parties hereto acknowledges that it has relied on its own judgment in entering into this agreement.
4. No waiver or modification of this agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties to be charged therewith and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this section may not be waived except as herein set forth.

5. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

CITY OF GREEN RIVER, WYOMING
A Municipal Corporation,

By: _____

ATTEST:

City Clerk

FOOD BANK OF SWEETWATER COUNTY

By: _____

Title: _____

CONTRACT FOR SERVICES

THIS AGREEMENT entered into this 1st day of July, 2014, by and between the City of Green River, Sweetwater County, Wyoming, a Municipal Corporation, hereinafter “City”, and the Golden Hour Senior Center, hereinafter “Senior Center.”

In consideration of the mutual covenants hereinafter set forth, the parties agree:

1. The City shall pay Senior Center the sum of \$22,000 for the fiscal year beginning July 1, 2022, and ending June 30, 2023.
2. The Senior Center shall budget, appropriate, and expend said sum for the sole purpose of providing low-income assistance and home-delivered meals to citizens of Green River.
3. This agreement contains the entire understanding of the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this agreement or any presentations including the execution and delivery hereof except such representations as are specifically set for the herein and each of the parties hereto acknowledges that it has relied on its own judgment in entering into this agreement.
4. No waiver or modification of this agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties to be charged therewith and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this section may not be waived except as herein set forth.

5. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

CITY OF GREEN RIVER, WYOMING
A Municipal Corporation,

By: _____

ATTEST:

City Clerk

GOLDEN HOUR SENIOR CENTER

By: _____

Title: _____

CONTRACT FOR SERVICES

THIS AGREEMENT entered into this 1st day of July, 2022, by and between the City of Green River, Sweetwater County, Wyoming, a Municipal Corporation, hereinafter "City", and Youth Home, Inc. hereinafter "Youth Home."

WHEREAS, the Green River Youth Home serves troubled youth between the ages of 10 and 18 years by providing community-based residential group care for those in need of an out-of-home placement in Green River; and

WHEREAS, the Youth Home program is designed to provide a physically and emotionally healthy atmosphere where problems of troubled youth and their families can be decreased; and

WHEREAS, it is deemed by the Governing Body of the City of Green River to be in the best interest of the community to assist troubled youth in our community:

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

In consideration of the mutual covenants hereinafter set forth, the parties agree:

1. The City shall pay the Youth Home the sum of \$7,392 for the fiscal year beginning July 1, 2022, and ending June 30, 2023.
2. The Youth Home shall budget, appropriate, and expend said sum for the purchase of food and reward incentives for the residents of the Green River Youth Home.
3. This agreement contains the entire understanding of the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this agreement or any presentations including the execution and delivery hereof except such representations as are specifically set for the herein and each of the parties hereto acknowledges that it has relied on its own judgment in entering into this agreement.
4. No waiver or modification of this agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties to be charged therewith and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further

agree that the provisions of this section may not be waived except as herein set forth.

5. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

CITY OF GREEN RIVER, WYOMING
A Municipal Corporation,

By: _____

ATTEST:

City Clerk

YOUTH HOME, INC.

By: _____

Title: _____

CONTRACT FOR SERVICES

THIS AGREEMENT entered into this 1st day of July, 2022, by and between the City of Green River, Sweetwater County, Wyoming, a Municipal Corporation, hereinafter "City", and Sweetwater Family Resource Center, hereinafter "Family Resource Center."

WHEREAS, the Family Resource Center serves families of Green River through their Family Visitation, Family Support, and Youth Accountability programs; and

WHEREAS, the Family Visitation program enables children to spend time with non-custodial parents; and

WHEREAS, the Family Support program offers classes in parenting, managing personal finances, and anger management; and

WHEREAS, it is deemed important by the Governing Body of the City of Green River to support programs for families in crisis in our community:

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

In consideration of the mutual covenants hereinafter set forth, the parties agree:

1. The City shall pay the Family Resource Center the sum of \$5,200 for the fiscal year beginning July 1, 2022, and ending June 30, 2023.
2. The Family Resource Center shall use the City funds to pay the lease for office space and for operational expenses in Green River.
3. This agreement contains the entire understanding of the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this agreement or any presentations including the execution and delivery hereof except such representations as are specifically set for the herein and each of the parties hereto acknowledges that it has relied on its own judgment in entering into this agreement.
4. No waiver or modification of this agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties to be charged therewith and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this section may not be waived except as herein set forth.

5. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

CITY OF GREEN RIVER, WYOMING
A Municipal Corporation,

By: _____

ATTEST:

City Clerk

SWEETWATER FAMILY RESOURCE CENTER

By: _____

Title: _____

CONTRACT FOR SERVICES

THIS AGREEMENT entered into this 19th day of July, 2022, by and between the City of Green River, Sweetwater County, Wyoming, a Municipal Corporation, hereinafter "City", and the Treatment Court of Sweetwater County, whose offices are in the Circuit Court of the Third Judicial District in Green River, Wyoming.

WHEREAS, the Treatment Court of Sweetwater County administers a court supervised Treatment Court program authorized by Wyoming Statutes; and

WHEREAS, the Governing Body, City of Green River, recognizes that the Treatment Court Program administered by the Treatment Court of Sweetwater County has benefit to the City, its residents, taxpayers, citizens and constituents.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. The Treatment Court of Sweetwater County shall, during the fiscal year beginning July 1, 2022 and ending June 30, 2023, provide the following services to such City personnel, at such time as designated by the City Administrator:
 - A. Education regarding the ten key components of a drug court treatment program.
 - B. Education regarding the differences in operations of drug courts and criminal courts.
 - C. Education regarding the operations and procedures of the Treatment Court Program of Sweetwater County, Green River, Wyoming.
 - D. Education regarding the process of case referrals to the Treatment Court Program.
 - E. Education regarding applicable procedures when a Treatment Court Program has a police contact.
 - F. Ongoing information regarding the operations of the Treatment Court Program of Sweetwater County.
2. The City of Green River shall pay for the Treatment Court of Sweetwater County for the performance of the aforementioned services the sum of \$6,000 during the fiscal year beginning July 1, 2022 and ending June 30, 2023.
3. This writing constitutes the entire agreement between the parties.

CITY OF GREEN RIVER, WYOMING
A Municipal Corporation,

By: _____
Mayor

ATTEST:

City Clerk

TREATMENT COURT OF SWEETWATER
COUNTY GREEN RIVER, WYOMING

By: _____

Title: _____

SWEETWATER COUNTY TRANSIT AUTHORITY
SERVICE AGREEMENT

THIS AGREEMENT is made and entered into as of the 19th day of July 2022, between the Sweetwater Transit Authority Resource, hereinafter referred to as STAR, and the City of Green River, Sweetwater County, Wyoming.

WHEREAS, STAR is willing and capable of providing public transportation in Sweetwater County, Wyoming.

NOW, THEREFORE, for and in consideration of mutual promises and agreement hereinafter set forth, STAR and the City of Green River agree as follows:

TERM:

The term of this agreement shall be for a period of twelve (12) months, which shall start on July 1, 2022 and end June 30, 2023.

REGULATORY COMPLIANCE:

Rules and regulations governing service provision contracts entered into by the City include the requirement that any organization receiving public funds for the purpose of providing public transportation shall record minutes of all its meetings. STAR hereby agrees to record minutes of all its meetings. Minutes shall be available for public inspection during regular business hours upon request.

SERVICES TO BE PERFORMED BY THE CITY OF GREEN RIVER

The City of Green River agrees to reimburse STAR in an amount not to exceed the City's 2023 fiscal year appropriation of \$16,890 for expenses incurred in providing transportation. Vouchers for reimbursement must be provided by STAR to the City quarterly.

PAYMENT OF MONEY:

The parties agree that STAR will prepare vouchers and submit them to the City Treasurer during the first month of each quarter for the sum of one-fourth of the total allocated amount for the fiscal year.

SERVICE TO BE PERFORMED BY STAR

STAR agrees to provide transportation service to the residents of Sweetwater County, Wyoming.

STAR will report to the City of Green River as to the progress of providing service to Sweetwater County, Wyoming.

MODIFICATION:

No waiver or modification of this agreement or any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party against whom such covenant, condition or limitation is enforceable.

MISCELLANEOUS:

This contract contains the complete agreement concerning the agreement between the parties.

SWEETWATER COUNTY TRANSIT AUTHORITY

By: _____
Board Chair

Date: _____

CITY OF GREEN RIVER

By: _____
Mayor

Date: _____

By: _____
City Clerk

CONTRACT FOR SERVICES

THIS AGREEMENT entered into this 19th day of July, 2022, by and between the City of Green River, Sweetwater County, Wyoming, a Municipal Corporation, hereinafter "City" and the YWCA Center for Families & Children, hereinafter "Center for Families & Children."

WHEREAS, the YWCA Center for Families & Children partners with multiple community agencies to serve victims of domestic violence, sexual assault, elder abuse, child abuse, child sexual assault and stalking.

WHEREAS, the YWCA Center for Families & Children is designated to provide healing effects for the victims of family violence by establishing an environment where committed professionals work collaboratively to provide comprehensive services to people in need of help as well as educate the public and raise awareness about domestic violence.

WHEREAS, it is deemed important by the Governing Body of the City of Green River to support programs for families in crisis in our community:

WHEREAS, it is deemed important by the Governing Body of the City of Green River to support programs to assist victims of domestic violence, sexual assault, elder abuse, child abuse, child sexual assault and stalking in our community:

NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

In consideration of the mutual covenants hereinafter set forth, the parties agree:

1. The City shall pay the YWCA Center for Families & Children the sum of \$10,000 for the fiscal year beginning July 1, 2022 and ending June 30, 2023.
2. The YWCA Center for Families & Children shall budget, appropriate and expend said sum for the staffing and supplies necessary to maintain a safe environment for the victims of family violence and to provide public education and awareness programs.
3. This agreement contains the entire understanding of the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this agreement or any presentations including the execution and delivery hereof except such representations as are specifically set for the herein and each of the parties hereto acknowledges that it has relied on its own judgement in entering into this agreement.
4. No waiver or modifications of this agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties to be charged therewith and no evidence of any waiver or modification

shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this section may not be waived except as herein set forth.

5. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

CITY OF GREEN RIVER, WYOMING

A Municipal Corporation,

Mayor

ATTEST:

City Clerk

YWCA Center for Families & Children

By: _____

Title: _____

CONTRACT FOR SERVICES

THIS AGREEMENT entered into this _____ day of _____, 2022, by and between the City of Green River, Sweetwater County, Wyoming, a Municipal Corporation, hereinafter "City", and the United Way of Southwest Wyoming, hereinafter "United Way."

WHEREAS, the United Way partners with multiple community agencies to provide services and support for the Citizens of Green River. Many of these services are for households that live at or below poverty level.

WHEREAS, the United Way helps to provide diapers to low income families under its basic needs initiative to Green River families struggling to meet their child's diaper needs.

WHEREAS, the United Way helps to provide books to families under its Dolly Parton's Imagination Library program to Green River children to promote reading literacy, especially for families living in poverty.

WHEREAS, it is deemed important by the Governing Body of the City of Green River to support programs for families at or below poverty level in the community.

NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

In consideration of the mutual covenants hereinafter set forth, the parties agree:

1. The City shall pay the United Way the sum of \$4,050 for the fiscal year beginning July 1, 2022 and ending June 30, 2023.
2. The UNITED WAY shall budget, appropriate, and expend said sum for the Community Diaper Bank to provide diapers to low income families under its basic needs initiative in Green River.
3. The UNITED WAY shall budget, appropriate, and expend said sum for the Dolly Parton's Imagination Library program to Green River children to promote reading literacy, especially for families living in poverty.
4. This agreement contains the entire understanding of the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this agreement or any presentations including the execution and delivery hereof except such representations as are specifically set for the herein and each of the parties hereto acknowledges that it has relied on its own judgement in entering into this agreement.

5. No waiver or modification of this agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties to be charged therewith and no evidence of any waiver or modification shall be offered or received in evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties hereto arising hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this section may not be waived except as herein set forth.

6. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

CITY OF GREEN RIVER, WYOMING

A Municipal Corporation,

By: _____

Mayor- Pete Rust

ATTEST:

City Clerk – Chris Meats

UNITED WAY OF SOUTHWEST WYOMING

By: _____

Title: _____

CONTRACT FOR SERVICES

This Agreement entered into this _____ day of _____, 2022, by and between the City of Green River, Sweetwater County, Wyoming, a Municipal Corporation, hereinafter "City", and the Climb Wyoming, hereinafter "Climb Wyoming."

WHEREAS, the Climb Wyoming program serves low-income single mothers of Green River; and

WHEREAS, the Climb Wyoming program aids low-income single mothers to discover self-sufficiency through a career training and placement program; and

WHEREAS, Green River and Sweetwater County have a need for more skilled employees in the region; and

WHEREAS, Climb Wyoming's training and placement program allows participants to gain the skills needed to fill the need for skilled workers in Green River and Sweetwater County; and

WHEREAS, it is deemed important by the Governing Body of the City of Green River to support the training and skilled workforce placement from Climb Wyoming's program:

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

In consideration of the mutual covenants hereinafter set forth, the parties agree:

1. The City shall pay Climb Wyoming the sum of \$4,000 for the fiscal year beginning July 1, 2022 and ending June 30, 2023.
2. Climb Wyoming shall budget, appropriate, and expend said sum for the sole purpose of providing services in Sweetwater County.
3. This agreement contains the entire understanding of the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this agreement or any presentations including the execution and delivery hereof except such representations as are specifically set for the herein and each of the parties hereto acknowledges that it has relied on its own judgement in entering into this agreement.
4. No waiver or modification of this agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties to be charged therewith and no evidence of any waiver or modification shall be offered or received in evidence and any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this agreement, or

the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this section may not be waived except as herein set forth.

5. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

IN WITNESS WHEREOF, the parties have executed this agreement the date first above written.

CITY OF GREEN RIVER, WYOMING

A Municipal Corporation,

By: _____

Mayor – Pete Rust

ATTEST:

City Clerk – Chris Meats

CLIMB WYOMING

By: _____

Title: _____