



City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: 1/02/2020	Department: Administration
Meeting Date: 1/07/2020	Department Head: Reed Clevenger
	Presenter: Reed Clevenger

Subject:

Approval of an Sponsorship Agreement with Memorial Hospital Foundation

Background/Alternatives:

The Foundation's purpose is to securing funding for enhanced services, state-of-the art equipment, expansion of customer services, continued support of current and future programs, and improvements to the hospital facilities. By entering into the attached agreement, the city can contribute a \$750 sponsorship to the foundation.

Attachments:

Agreement

Fiscal Impact:

\$750 from the Council's Special Projects program

Staff Impact:

N/A

Legal Review:

The Agreement has been sent to Legal Counsel for review

Suggested Motion:

I move to approve an agreement with the Memorial Hospital Foundation, in the amount of \$750 for the sponsorship of the Red Tie Gala, pending legal approval.

CONTRACT FOR SERVICES

THIS AGREEMENT entered into this 7th day of January, 2020, by and between the City of Green River, Sweetwater County, Wyoming, a municipal Corporation, hereinafter "City", and the Memorial Hospital Foundation, Sweetwater County, Wyoming, a nonprofit 501(c)(3) charitable organization, hereinafter "Foundation."

WHEREAS, the Foundation's purpose is securing financial resources for the advancement and assistance of the development, growth, and operation of the Memorial Hospital of Sweetwater County; and

WHEREAS, it is deemed important by the Governing Body of the City to enhance and improve local medical care for the residents of the City, by raising funds for state-of-the-art equipment, expanding customer service, supporting current and future programs, and improvements to the hospital facilities.

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

1. The City shall pay to the Foundation the sum of a \$750 sponsorship.
2. In consideration of the sponsorship, the Foundation will continue to assist in improving the facilities and providing quality services with leading-edge equipment to benefit the citizens of Southwestern Wyoming.
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 representations including the execution and delivery hereof except such representations as are specially set forth 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 day and the date first above written.

CITY OF GREEN RIVER, WYOMING
A Municipal Corporation,

By: _____
Pete Rust, Mayor

ATTEST:

Chris Meats, City Clerk
(SEAL)

MEMORIAL HOSPITAL FOUNDATION

By: _____
Executive Director

ATTEST:
