



City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: 1/2/2020	Department: Administration
Meeting Date: 1/7/2020	Department Head: Reed Clevenger
	Presenter: Reed Clevenger

Subject:

Approval of an Agreement for CDC Sponsorship of Art Gala

Background/Alternatives:

The CDC's purpose is to operate a child development center to provide development services for children of the community regardless of a family's economic background or condition. The City is helping support the CDC by entering into the attached agreement for services.

Attachments:

Agreement

Fiscal Impact:

\$500 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 Sweetwater County Child Development Center, in the amount of \$500 for the sponsorship of child development services art 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 Sweetwater County Child Development Center, Wyoming, a nonprofit organization, hereinafter "CDC."

WHEREAS, the CDC's purpose is operate a child development center at which it provided special family-focused, developmentally appropriate services for children, regardless of economic background, from birth through age five at no charge to the parents, including services for occupational, physical and speech therapy in additional to special education services, as well as a pre-school for children ages three through five; and

WHEREAS, it is deemed important by the Governing Body of the City to enhance and improve developmental services for the children of the City, wishes to sponsor the CDC's efforts to provide services and support for children regardless of their economic background by raising funds for current and future programs of the CDC.

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

1. The City shall pay to the CDC a sponsorship sum of \$500.
2. In consideration of the sponsorship, The CDC will continue to provide child developmental services for children from birth to age 5 without regard of the family's economical background; and the CDC will recognize the City as a sponsor at the Moonlight Masquerade Art Gala event; and the CDC will acknowledge the City as a sponsor in event brochure or thank you.
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)

SWEETWATER COUNTY CHILD
DEVELMENT CENTER

By: _____
Executive Director

ATTEST:
