

RESOLUTION NO. 2019- 144

A RESOLUTION AUTHORIZING TIMOTHY A. KAUMO, AS MAYOR OF THE CITY OF ROCK SPRINGS, AND MATTHEW L. MCBURNETT, AS CITY CLERK OF THE CITY OF ROCK SPRINGS, TO EXECUTE AN AGREEMENT FOR DISBURSEMENT, RECEIPT AND USE OF GRANT FUNDS WITH THE SWEETWATER COUNTY JOINT TRAVEL AND TOURISM BOARD.

WHEREAS, the Sweetwater County Joint Travel and Tourism Board authorized a grant in the amount of \$6,000.00 to the Rock Springs Civic Center for the purpose of promoting tourism to Sweetwater County by hosting the December Dunk Youth Basketball Tournament; and,

WHEREAS, an Agreement for Disbursement, Receipt and Use of Grant Funds with the Sweetwater County Joint Travel and Tourism Board has been submitted for execution by the City; and,

WHEREAS, the Governing Body of the City of Rock Springs has said grant before it and has given it careful review and consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, WYOMING:

Section 1. That the Agreement for Disbursement, Receipt and Use of Grant Funds with the Sweetwater County Joint Travel and Tourism Board to the Rock Springs Civic Center for the purpose of promoting tourism to Sweetwater County by hosting the December Dunk Youth Basketball Tournament, attached hereto and by this reference made a part hereof, is hereby approved and accepted by the City of Rock Springs, Wyoming.

Section 1. That the Mayor of the City of Rock Springs be, and he is hereby authorized, empowered and directed to execute said grant on behalf of said City; and that the City Clerk of said City, be and he is hereby authorized to attest said grant and to attach to each duplicate original of said grant a certified copy of this Resolution.

PASSED AND APPROVED this _____ day of _____, 2019.

President of the Council

Attest:

Mayor

City Clerk



Rock Springs Parks & Recreation Department

3900 Sweetwater Drive, Rock Springs, WY 82901

(307) 352-1440 • FAX (307) 352-1444

September 25, 2019

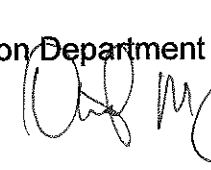
P & R - #19-30

M E M O

To: Honorable Mayor Timothy A. Kaumo and City Councilors

From: David M. "Dave" Lansang – Director – Parks and Recreation Department

Re: **City Council Agenda Items – City Council Meeting –
Tuesday, October 1, 2019**



The following item is being placed on the City Council agenda by the Parks and Recreation Department for the above stated meeting date:

- Resolution to accept a \$6,000 grant from Sweetwater County Travel & Tourism Board for the December Dunk Basketball Tournament.



SWEETWATER COUNTY TRAVEL & TOURISM BOARD

September 12, 2019

Dear Rock Springs Civic Center- Robyn Rasmussen,

Congratulations on your Grant award of \$6,000.00 from the Sweetwater County Joint Travel & Tourism Board for the December Dunk Basketball Tournament grant #19-09-05. The board is pleased to see you get involved in promoting Sweetwater County as a destination point for your event.

Your grant funding has been determined by the board to assist your organization in these areas only!

- See the attached Itemized List of Expenditures for a detailed list of your qualifying items.
Note: payment reimbursement is based on the approved items from the attached list.

Your organization must provide the backup per the agreement presented to you today in these contracts and letters. Please read them carefully, you have **120 days** from the last date of your event to apply for your Grant funds.

We have determined that the last day of your event is December 7, 2019.
Your last day to submit your Grant payment is April 7, 2020.

Please read, sign, and return this document and one copy of your notarized contract within 10 business days. The Request for Payment form and the materials required are not due until the time of the Grant Payment Request. Please remember to include canceled checks or certified copies of checks along with receipts and invoices for items that you have been approved to be reimbursed for.

If you have any questions, please feel free to the Sweetwater County Joint Travel & Tourism Board at 307.382.2538.

Sincerely,

A handwritten signature in cursive script that reads "Jenissa Meredith".

Jenissa Meredith
Executive Director
Sweetwater County Joint Travel & Tourism Board

Grantee: Rock Springs Civic Center – Robyn Rasmussen
410 N. Street
Rock Springs, WY 82901

SIGN AND RETURN TO T&T OFFICE

Program Director Robyn A. Rasmussen
(Print)

Program Director Robyn A. Rasmussen
(Signature)

SIGN AND RETURN TO T&T OFFICE

GRANT #19-09-05

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

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

THIS AGREEMENT made this day the 12th day of September 2019, by and between the Sweetwater County Joint Travel and Tourism Board, hereinafter referred to as the Grantor, Rock Springs Civic Center, 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 the December Dunk Basketball Tournament and,

WHEREAS, the Grantor did approve said proposal for Grant Funds in the amount of \$6,000.00; 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 \$6,000.00, 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
EXPLORE ROCK SPRINGS & GREEN RIVER, WY"**

(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 here from.

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:

Rock Springs Civic Center – Robyn Rasmussen
410 N. Street
Rock Springs, WY 82901

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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: Bridget Renteria
Board Member

By: Mel DC Jyn
Board Member

Sweetwater County Joint Travel & Tourism
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PLEASE COMPLETE THE FOLLOWING:

_____, GRANTEE

By: _____
(Title: _____)

Attest: _____
(Title: _____)

THE STATE OF _____)
COUNTY OF _____) ss:

The foregoing instrument was acknowledged before me by _____
and _____, the _____
and _____ respectively of _____,
this ____ day of _____, 201__.

Witness my hand and official seal.

Notary Public

My Commission expires: