

Sub
6/27/19

RESOLUTION NO. 2019- 104

A RESOLUTION ACCEPTING AND APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROCK SPRINGS AND ROCK SPRINGS YOUNG AT HEART (RSYAH), AND AUTHORIZING TIMOTHY A. KAUMO, AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, AND MATTHEW L. MCBURNETT, AS CITY CLERK OF THE CITY OF ROCK SPRINGS TO EXECUTE SAID AGREEMENT ON BEHALF OF SAID CITY.

WHEREAS, the City of Rock Springs is authorized pursuant to the provisions of Wyo. Stat. §15-1-103(a)(xlv) to contract with nonprofit corporations to provide human services for persons within its jurisdiction; and,

WHEREAS, RSYAH is a non-profit corporation capable of providing human services to persons within the jurisdiction of the City, in particular, senior citizens and young children, by providing meals to senior citizens and early education to young children; and,

WHEREAS, the Governing Body of the City of Rock Springs finds that said services are necessary and essential to citizens of the City, and that it is in the best interests of the City and its citizens that it enters into an agreement with RSYAH to provide said services; and,

WHEREAS, the Governing Body of the City of Rock Springs has said Service Agreement 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, STATE OF WYOMING:

Section 1. That the terms and conditions of the Service Agreement with the RSYAH, attached hereto and by this reference specifically made a part hereof is hereby accepted and approved by the City of Rock Springs.

Section 2. That the Mayor of the City of Rock Springs be, and he is hereby authorized, empowered and directed to execute said agreement on behalf of said City; and that the City Clerk of said City, be and he is hereby authorized and directed to attest to said agreement and to attach to said agreement a certified copy of this resolution.

PASSED AND APPROVED THIS _____ day of _____, 2019.

President of the Council

Mayor

Attest:

City Clerk

SERVICE AGREEMENT

AGREEMENT MADE and entered into this ____ day of _____ 2019, by and between the Rock Springs Young At Heart (RSYAH), a non-profit corporation whose address is 2400 Reagan Ave., Rock Springs, WY 82901, and the City of Rock Springs (City), a Wyoming Municipal Corporation whose address is 212 D Street, Rock Springs, Wyoming 82901.

WHEREAS, RSYAH is a non-profit corporation capable of providing human services to persons within the jurisdiction of the City, in particular, senior citizens and young children, by providing meals to senior citizens and early education to young children; and,

WHEREAS, the City is authorized pursuant to the provisions of W.S. §15-1-103(a)(xlv) to contract with nonprofit corporations to provide human services for persons within its jurisdiction; and,

WHEREAS, the Governing Body of the City of Rock Springs finds that said services are necessary and essential to citizens of the City, and that it is in the best interests of the City that it enters into an agreement with RSYAH to provide said services.

NOW, THEREFORE, for and in consideration of their mutual promises, and in support of their mutual covenants, RSYAH and the City agree as follows:

I. SERVICES TO BE PERFORMED

RSYAH agrees to provide meals and other in-home services to senior citizens, and early childhood education to the children of the City. YAH will report annually to the City regarding the progress and impact of providing said service to residents of the City.

II. TERM

The term of this agreement shall be for a period of twelve (12) months, which shall start on July 1, 2019 and end June 30, 2020.

III. 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 provision of services are required to record minutes of all their meetings. RSYAH hereby agrees to record minutes of all its meetings. Furthermore, minutes shall be available for public inspection during regular business hours by any interested person making a written request.

IV. PAYMENT

RSYAH will prepare vouchers for one-fourth (1/4th) of the total funds allocated and shall submit them to the City Treasurer during the first month of each quarter of the fiscal year. The City shall reimburse RSYAH for expenses incurred in providing the above-described services in

an amount not to exceed the total amount of Sixty One Thousand Three Hundred Seventy Five Dollars (\$61,375.00) for the fiscal year ending June 30, 2020.

V. MODIFICATION:

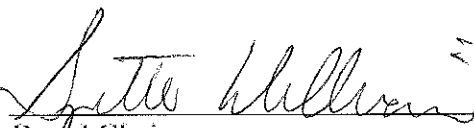
No waiver or modification of this agreement or any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party against whom such covenant, condition, or limitation is enforceable.

VI. MISCELLANEOUS:

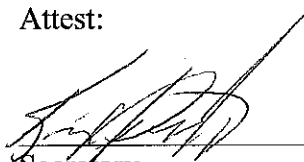
This contract contains the complete agreement concerning the agreement between the parties and there have been no representations or warranties made outside of the context of this agreement.

DATED this _____ day of _____, 2019.

ROCK SPRINGS YOUNG AT HEART,

By: 
Board Chair

Attest:


Secretary

CITY OF ROCK SPRINGS,

By: _____
Mayor

Attest:

City Clerk