

CONTRACT FOR SERVICES

WHEREAS, _____ hereinafter referred to as Provider, is a non-profit entity engaged in the business of providing programs of _____

_____ in the Sublette County area; and,

WHEREAS, Provider has requested the Town of Pinedale, hereinafter referred to as the Town, to provide certain funding to enable Provider to continue the level of service presently available to the Town’s citizens; and,

WHEREAS, the Town has agreed to said funding request as it finds it to be in the interest of the Town and the general public to assist in providing such services to the citizens of the Town; and,

NOW THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES SET OUT BELOW, DO HEREBY CONTRACT AND AGREE AS FOLLOWS:

1. Provider agrees and contracts to provide programs of _____
_____ for citizens in the Town area in at least the level being provided by Provider as of **July 1, 2024** throughout the term of this agreement. Provider shall immediately notify the Town of any change or modification in the level of services being provided.
2. The Town shall pay to Provider the sum of \$ _____ in consideration of said promises and contract. This payment shall be made upon submission of the proper voucher.
3. The term of this agreement runs from **July 1, 2024 until June 30, 2025**. Nothing herein shall be interpreted to require the renewal of this agreement for an additional time period by either party.
4. This agreement does not give or grant the Town any right to direct or control Provider's operations and it is specifically noted that the Town shall not have any right to direct or control Provider's operations. Provider is a separate entity and shall continue its operations as such.
5. If Provider shall materially lower the level of its programs _____
_____ for citizens in the Town area during the term of this agreement, the Town may terminate this agreement after paying for any services so provided. (The Town may also choose to take no action in the event of such a reduction.) Any decision as to whether a reduction in service is material or as to the appropriate amount of reduction of the monthly payments shall be solely in the discretion of the Town.
6. This Contract sets forth the full and complete understanding of the parties and any prior agreement, oral or written, is hereby held for naught.

7. This Contract shall be interpreted and construed in accordance with the laws of the State of Wyoming and shall inure to and be binding upon the parties hereto, their successors and assigns.
8. Provider agrees to comply with all applicable federal, state, and local laws, rules and regulations in the performance of this Contract.
9. None of the provisions contained in this Contract is intended by the parties, nor shall they be deemed, to confer any benefit on any person not a party to this Contract.
10. The Town does not by the execution of this Contract waive any of its rights and/or immunities under the laws or the Constitution of the State of Wyoming.
11. Funding by the Town will be made in two payments with the first payment scheduled to be in July 2024 and the second payment to be made in January 2025. The following criteria must be met prior to any funds being issued by the Town:
 - a. The Town is entering into this contract based on Provider's representations that the funds provided by the Town will be used to benefit Pinedale residents. Provider shall adopt written policies insuring such fact and present its policy accompanied by a signed voucher to the Town no later than **June 28, 2024**.
 - b. Prior to the second payment, Provider shall attend a Town Council meeting on **December 9, 2024**, and provide information verifying its policy and results accompanied by a written report. Upon approval of the report, Provider may submit a voucher for the second half of the funding for payment.
 - c. Failure to provide written policies, verbal or written reports, and vouchers by deadlines shall make provider ineligible.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be effective as of the last date of execution.

Dated this _____ day of _____, 20____.

PROVIDER:

By: _____

Its: _____

Dated this _____ day of _____, 20____.

TOWN OF PINEDALE

BY: _____
Mayor