

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the “Agreement”) is made and entered into effective as of _____, 2022 by and between the Town of Saratoga, Wyoming, (the “Town”) and Carbon County Senior Services, Inc. (“CCSS”), a Wyoming non-profit corporation.

1. **Purpose.** The Town is authorized by W.S. § 15-1-103(a)(xlv) to contract with nonprofit corporations to provide human services for persons within its jurisdiction.
2. **Provisions of Services.** CCSS hereby agrees to provide the following services to the Town and Saratoga community.
 - To provide services that will assist local senior citizens in maintaining independent living and enhance their quality of life.
 - These services include, but are not limited to, the following: opportunities for mental and physical activities, transportation and meals.
3. **Term of Services.** CCSS hereby agrees to provide the services described in Paragraph 2 for the following period:
 - November 1, 2022 – October 31, 2023
4. **Payment.** In consideration of CCSS’s agreement to provide the services described herein, for the period described herein, Town agrees to pay a total amount of **\$xx.xx**, payable within thirty (30) days of execution of this Agreement by all parties.
5. **Effective Date Termination.** This Agreement shall be effective November 1, 2022 and shall continue until October 31, 2023, at which time the contract shall terminate.
6. **Reports and Accounting.** CCSS agrees that it will report to the Town with regard to its activities for the year, including activities, people or organizations served in accordance with this Agreement.

In addition, the financial and accounting records and accounts of the organization shall be open and available for inspection by officers or designated agents of the Town upon reasonable notice and during normal business hours for the purpose of examining the same to assure compliance with the terms of this Agreement and applicable statutes and regulations.

7. **Payment of Debts.** CCSS agrees to promptly pay, as they become due, all claims, debts and charges, which it may incur as a result of the program(s) herein contained, and shall hold and save the Town harmless from any such claims and debts.
8. **Indemnification.** CCSS shall indemnify and hold harmless the Town against any and all damages to property, or injuries to or death of any person(s), and shall defend, indemnify and hold the Town harmless in proceedings of any nature or kind,

including Workers' Compensation claims of or by anyone whomsoever, in any way resulting from, or arising out of, the operations and services described in this Agreement.

9. **Governing Law, Forum and Sovereign Immunity.** As contemplated by W.S. § 1-39-104(a), the Town specifically reserves unto itself, to the fullest extent permitted by law, all immunity from actions based in tort and contract, including actions based upon this Agreement. Any part of this Agreement that conflicts with the immunity provided by the Wyoming Governmental Claims Act (W.S. § 1-39-101 *et seq.*), the Town's reservation of immunity under this provision, or any other applicable laws shall be void and of no effect. The Town does not waive its governmental/sovereign immunity by entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives, as of the date set forth in the preamble hereto.

Town of Saratoga

By: _____
Creed James, Mayor

(SEAL)

Attest: _____
Town Clerk

Carbon County Senior Services, Inc.

By: _____
Lisa Engstrom, Executive Director