

To: Grantee  
From: CCSD#2 Recreation Board – Shannon Fagan, Clerk  
Date: July 20, 2023  
Subject: Agreement Contract for FY 2023-2024 and Voucher

The Carbon County School District #2 Recreation Board's budget for the 2023-2024 fiscal year has been finalized.

Please sign the enclosed Agreement Contract and return back to me at PO Box 1035 Encampment, WY 82325. Please refer to Exhibit C for information regarding the amount awarded for projects.

A voucher with a valid signature is required to accompany any invoices, time sheets, receipts and/or copies of checks etc. when submitting for payment. Please make as many copies of the voucher as needed. Signed vouchers turned in by the first Monday of each month will be paid at the monthly meeting.

If you have any questions, please don't hesitate to contact me at 307-710-2626 or [recboard@crb2.org](mailto:recboard@crb2.org).

**Carbon County School District #2 Recreation Board  
Agreement Contract  
FY 2023-2024**

THIS AGREEMENT made and entered into this 31st day of July 2021 between the **CARBON COUNTY SCHOOL DISTRICT NO. 2 RECREATION BOARD**, hereinafter referred to as the "Board" and **TOWN OF SARATOGA**, hereinafter referred to as the "Grantee".

WITNESSETH:

WHEREAS, the Grantee desires to acquire, develop and/or maintain a public recreational facility(ies), which facility(ies) is more particularly described hereinafter; and

WHEREAS, the Grantee has requested funding from the Board to enable it to have sufficient funds for the acquisition, development and/or maintenance of the recreation facility(ies) hereinafter described; and

WHEREAS, the Board has agreed to provide such funding upon the condition that the Board secure from the Grantee necessary assurance that the Grantee has available sufficient funds to meet its share of the cost of the acquisition and development of the facility and that the facility(ies) will be operated and maintained at the expense of the Grantee for public recreation use; and

WHEREAS, the Grantee agrees that upon the event their organization does not dissolve but wish to sell, salvage or recycle any materials or equipment purchased by Board funds the Grantee will notify the Board in writing and the request will be handled on a case by case basis;

WHEREAS, the Grantee agrees that upon the event of dissolution of their organization, the facility(ies) will revert to the Board, less any encumbrances;

NOW, THEREFORE, the Parties, in consideration of the mutual and reciprocal covenants contained herein, the sufficiency of which is hereby acknowledged, agree and covenant with each other as follows:

1. The Grantee, where applicable, agrees and warrants that it owns in fee simple, or has the exclusive right of possession for a period of at least 10 years, the property upon which the facility(ies), hereinafter described, is to be located.
2. The Parties agree that the public recreation facility(ies) to be so acquired, developed and maintained shall be comprised of the elements listed in "Exhibit A" of the grant request, together with all things appurtenant and necessary thereto, and shall be located upon the real property described in "Exhibit B" of the grant request.
3. The Parties further agree that the total cost of the acquisition and development of the facility(ies) shall be the sum of **\$15,000.00** which is indicated in "Exhibit C" attached hereto, and by this reference made a part hereof.
4. The Parties further agree that the cost of the items listed in "Exhibit C" attached hereto shall be paid for at the times, in the manner, and by the party indicated in "Exhibit C" attached hereto, and by this reference made a part hereof. Notwithstanding the foregoing, it is understood and agreed that any and all payments from the Board to the Grantee shall be conditioned upon satisfactory evidence being presented by the Grantee to the Board that the facility is either completed or proceeding to completion as herein agreed.

5. The Grantee agrees and warrants that it will, maintain and operate said facility(ies), and that it will secure and provide the necessary funding to so maintain and operate said facility(ies).
6. The Grantee agrees to maintain and operate said facility(ies) in conformity with all applicable laws of the United States and the State of Wyoming, Executive Orders of the President of the United States, rules and regulations of the various State of Wyoming departments, agencies, and commissions which may have or obtain jurisdiction over the facility(ies) or its operation, and appropriate city and county laws, rules and regulations, as the case or cases may be.
7. The Grantee agrees that it will indemnify and hold harmless the Board from and against any and all claims for injury to persons or property arising out of the acquisition, development, operation or maintenance of the facility, and that it will maintain and carry adequate liability insurance therefore; and that it will maintain in full force and effect, fire and casualty insurance covering said facility(ies), in an amount not less than the replacement value of the improvements comprising said facility(ies).
8. The Parties mutually agree that this Agreement is to be binding upon and inure to the benefit of their respective successors and assigns.
9. The Grantee agrees that the money allocated by the Board shall be used for the special purpose of **open gym supervisors, pool chemicals and supplies, lifeguard certifications and trainings, pool equipment for activities.** The Grantee further agrees that all expended funds will have receipts verifying their expenditure, which shall be furnished to the Board by the Grantee.
10. The CCSD#2 RB fiscal year runs from July 1 to June 30. The budget is tentatively adopted at the school board's May meeting. The final budget is approved the third Wednesday of July each year. The CCSD#2 Recreation Board will send out contracts after the approval at the budget hearing. **If a grantee spends any funds based on the tentative budget approval and does not wait to receive a contract, the grantee will risk the chance of being denied payment by the CCSD#2 RB. No expenditures prior to July 1 will be considered.**
11. Once a request for funding has been submitted and/or approved, any request for changes or substitutions to the project will be denied. If any unforeseen circumstances arise and the requesting party is unable to use the grant funding awarded, it is the responsibility of the requesting party to contact a member of the CCSD#2 RB.
12. The Grantee agrees that the project will be completed. Final inspection of the project by CCSD#2 RB and the requesting party may occur upon completion of the project. A CCSD#2 RB voucher with required documentation i.e. invoices, time sheets, receipts and/or copies of checks etc. must accompany any and all requests for payment from CCSD #2 RB. All vouchers for payment must be received by any member of the CCSD#2 RB on or before June 30 of said fiscal year. **Vouchers submitted after June 30 will not be paid.**
13. Funds will not be disbursed until the CCSD#2 RB Agreement Contract is signed, dated, and received by the CCSD#2 RB.

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto, in duplicate on the day and year first above written.

**Carbon County School District #2  
Recreation Board**

By:  \_\_\_\_\_  
President

ATTEST:

 \_\_\_\_\_  
Secretary

**Grantee:**

Town of Saratoga  
P.O. Box 486  
- Saratoga, WY 82331

By: \_\_\_\_\_  
Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

ATTEST:

By: \_\_\_\_\_  
Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**Exhibit C -- Town of Saratoga**

Open Gym Supervisors -  
Total - \$9,000.00

Pool Chemicals and Supplies  
Total: \$2,500.00

Pool employee wages & certifications  
Total: \$2,500.00

Equipment for pool activities \$1,000.00

**Total** **\$15,000.00**

The requesting party administers the project entirely in its own name and makes direct payment for all work performed and/or equipment, materials and supplies purchased. CCSD#2 RB will reimburse the requesting party upon receipt of CCSD#2 RB voucher with pertinent attachments to include invoices, time sheets, receipts and/or copies of checks.

