

LEAFY SPURGE GRAZING AGREEMENT – 2019

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2019, by _____, hereinafter called COOPERATOR, and CROOK COUNTY WEED AND PEST CONTROL DISTRICT, hereinafter called DISTRICT,

WITNESSETH

COOPERATOR and DISTRICT, in consideration of the mutual covenants and agreements herein contained, agree as follows:

1. COOPERATOR shall furnish the animals, equipment, labor and supervision of grazing of sheep and/or goats in Crook County, or hire a Contractor
 - a. When hiring contractor to graze and supervise grazing, COOPERATOR accepts full liability,
 - b. The DISTRICT will pay the COOPERATOR and the COOPERATOR is liable for paying the hired Contractor,
2. Leafy Spurge treatment will be performed between May 1 and October 1 of the year during the terms of this contract.
3. DISTRICT will pay and COOPERATOR will accept in full consideration for the performance of this contract, subject to additions and deductions as may hereafter be agreed in writing, the following:
 - a. For Herding Expenses Outlined in General Conditions
 - b. Location of work to be done,
 - c. All payments to be made by DISTRICT to COOPERATOR pursuant to the Requirements – Specifications and General Conditions.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in two counterparts, each of which shall without proof or accounting for the others, be deemed an original thereof.

COOPERATOR

CROOK COUNTY WEED AND PEST
CONTROL DISTRICT

By: _____

Title: _____

GENERAL CONDITIONS

Leafy Spurge Grazing For Crook County Weed and Pest Control District

1. Contract Documents:

- a) The contract documents consist of the *Agreement*, and *General Conditions*, and all addenda and alterations made prior to their execution, together with the proposal.
- b) Crook County Weed and Pest Control District, whose business office is located at 802 S 11th Street, Sundance, WY 82729, is through said documents referred to as DISTRICT.
- c) Any discrepancy in the contract documents shall be called to the attention of DISTRICT before proceeding with the work.

2. Payment to COOPERATOR:

Invoices for grazing must be submitted within sixty (60) days of completion of grazing program. After receiving the invoice, the DISTRICT will review and discuss at next regularly scheduled Business meeting. Upon the day following the monthly Business meeting of the Crook County Weed and Pest Control District Board, DISTRICT will pay to COOPERATOR no less than 80% of the price for the amount of work performed. All payments to be made by DISTRICT are subject to receipt from COOPERATOR of a statement or invoice verifying the amount of work performed, and costs associated. Statements/Invoices shall include line items of any and all costs to be reimbursed by the DISTRICT. DISTRICT reserves the right, before making payment, to require COOPERATOR to submit evidence that payrolls, material bills, taxes and other indebtedness connected with the work has been paid.

3. Location of the Work:

- a) The work is required to be performed on an area determined prior to grazing as determined by the mutual agreement of the Supervisor of DISTRICT and the COOPERATOR.
- b) COOPERATOR shall work directly with the supervisor of DISTRICT in planning COOPERATOR'S grazing schedule. COOPERATOR'S grazing schedule shall comply with the need for grazing as determined by the supervisor of DISTRICT.

4. Herding Expenses Covered

- a) The work done by Herder and expenses shall be recorded and provided via invoice to the DISTRICT upon completion.
- b) Herding Expenses Covered by DISTRICT
 - a. Wages, Groceries used while on the job, Propane, Supplies and Equipment (For Herding Duties Only), Dog Food (For herding/protection dogs only), Gas, Temporary Fencing (I.E. Electric).
 - i. Other costs associated can be included on invoice and will be considered by the DISTRICT.
- c) Expenses NOT Covered by DISTRICT

- a. Any wages paid for duties NOT directly related to herding/management of grazing, Alcoholic Beverages, Death/Loss of animals while grazing leafy spurge, forage lost as result of grazing, any of above expenses that are not directly related to herding/grazing leafy spurge.

5. Indemnity and Hold Harmless Agreement:

COOPERATOR agrees to indemnify, defend and hold harmless Crook County Weed and Pest Control District, its directors, officers, agents and employees from and against any and all liability, claims suits, damages, costs, losses, expenses, and injuries, including but not limited to attorney's fees and court costs, arising out of or resulting from any negligent act or omission by COOPERATOR, its agents or employees, in the performance of this agreement and/or any addenda made a part hereof.

6. Inadequate Performance:

COOPERATOR understands and agrees that DISTRICT may terminate this Contract by giving COOPERATOR thirty (30) days written notice in advance of DISTRICT'S decision to terminate, in the event COOPERATOR'S performance under the terms and conditions of any or all the contract documents is not acceptable or satisfactory to DISTRICT, as DISTRICT may at its sole discretion determine.

COOPERATOR

CROOK COUNTY WEED AND PEST
CONTROL DISTRICT

By: _____

Title: _____