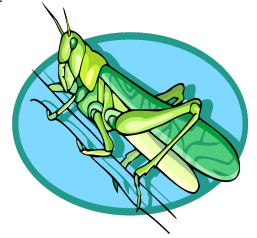




# CROOK COUNTY WEED AND PEST

PO Box 7  
802 S. 11<sup>th</sup> Street  
Sundance, WY 82729  
307-283-2375  
info@crookcountyweeds.com



## **2022 Crook County Weed and Pest Program Policy Leafy Spurge Grazing Agreement (Private Landowners)**

### **Witnesseth**

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

1. For intensive/selective grazing of leafy spurge, the COOPERATOR may choose to furnish the animals, equipment, labor, and supervision necessary for grazing sheep and/or goats in Crook County. COOPERATOR may choose to hire a contractor to complete necessary grazing mentioned above.
  - a. When hiring contractors to graze and supervise grazing, COOPERATOR accepts full responsibility and liability.
  - b. The COOPERATOR is liable for paying the hired contractor proof of payment must be shown to the district. The DISTRICT will then pay the COOPERATOR.
  - c. Leafy Spurge treatment will be performed between May 1, 2022 through October 31, 2022. Unless otherwise approved by the district board.
2. 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 outline in General Conditions
  - b. Active grazing rules and regulations
  - c. Location of work to be done
  - d. All payments to be made by DISTRICT to COOPERATOR pursuant to the requirements specifications and general conditions.

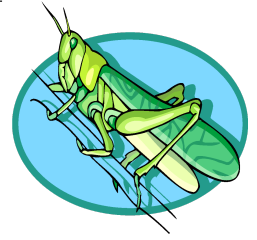
### **General Conditions**

1. Contact Documents:
  - a. The contract documents consist of the agreement and general conditions, and 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, Wyoming 82729, is through said documents referred to as District.



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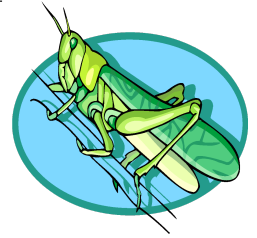


- c. Any discrepancy in the contract documents shall be called to the attention of the district before proceeding with the work.
2. Active Grazing:
    - a. 1 adult goat and/or sheep can graze 5 acres in full season when grazed and herded properly.
    - b. COOPERATOR must have a minimum of 50 head of adult goats/sheep to proceed with Grazing Agreement.
  3. Payment to Cooperator:
    - a. Invoices for grazing must be submitted within thirty (30) days of completion of the grazing program. After receiving the invoice the district will review and discuss at the next regularly scheduled board meeting. Upon the day following the monthly board meeting of the Crook County Weed and Pest Control District the district may pay up to eight dollars (\$8.00) per acre. The district board, at its discretion, has the authority to refuse payment for individual line items on invoices. 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. After all invoices and paperwork has been submitted by the COOPERATOR, and the Supervisor or associated member of the Weed and Pest has inspected and approved grazing areas (As outlined in 4.) The DISTRICT may reimburse COOPERATOR
  4. Location of the Work
    - a. The work is required to be performed in an area determined prior to grazing as determined by the mutual agreement of the Supervisor or associated member of the Weed and Pest DISTRICT and the COOPERATOR.
    - b. COOPERATOR shall work directly with the Supervisor or associated member of the Weed and Pest DISTRICT in planning COOPERATOR grazing schedule. COOPERATOR grazing schedule shall comply with the need for grazing as determined by the District Supervisor or associated member of the Weed and Pest.



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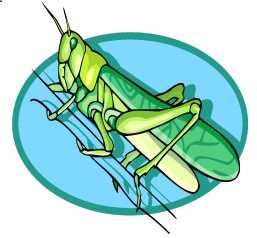


- c. DISTRICT may provide, if available, the COOPERATOR a handheld GPS unit to be used to track and record the grazing areas - The District Supervisor or associated member of the Weed and Pest will provide instructions on the use of the GPS unit. The unit shall be returned with sufficient data upon completion of the intended grazing, and the District Supervisor will make an inspection of satisfaction.
  - d. The DISTRICT will video record or photograph and map infested area of leafy spurge prior to grazing commences and determine the total acres to be reimbursed. After grazing operations have been completed, the District Supervisor or associated member of the Weed and Pest will again inspect the grazed area. Video or photograph records and map acres again to ensure all predetermined areas have been satisfactorily grazed. If all areas of leafy spurge have been grazed to the satisfaction of the Supervisor or associated member of the Weed and Pest, the DISTRICT will pay up to eight (\$8.00) dollars per acre of infested leafy spurge.
5. Herding Expenses:
- a. The work done by the herder and expenses shall be recorded and provided via invoice to the DISTRICT upon completion, but the DISTRICT will only pay on a per acre basis.
    - i. Any expenses that are not directly related to herding/grazing leafy spurge determined at the DISTRICT discretion, may be removed from payment.
    - ii. If the District Supervisor or associated member of the Weed and Pest inspects completed grazing area and finds inadequate control/grazing of infestation, the District Board has the right to refuse payment to the COOPERATOR at the advice of the supervisor.
6. Indemnity and Hold Harmless Agreement:
- a. COOPERATOR agrees to indemnify, defend and hold harmless Crook County Weed and Pest Control District, its directors, 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.



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## 7. Inadequate Performance:

- a. COOPERATOR understands and agrees that the DISTRICT may terminate this Contract by giving COOPERATOR thirty (30) days written notice in advance of DISTRICT'S decision to terminate, in the event COOPERATORS 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.

## **Monthly Progress Statement**

Each Month before the Monthly Board meeting the COOPERATE or hired contractor will need to complete a Monthly Progress Statement. The COOPERATIVE or contractor may drop off at the District office, mail or bring in person. The purpose of this statement is to provide the Board with a progress of the grazing. The COOPERATE or hired contractor will need to provide the following information.

- Maps of approximately treated acres.
- Pictures or video of treated acres.
- Changes in herd. Number of heads, Sickness, etc.
- Changes in the grazing area
- Other valuable information

The monthly progress statement will help the DISTRICT keep track of each individual grazing program and will better allow the board to have full knowledge of the progress. In the Monthly Progress Statement the DISTRICT may discontinue the program if the COOPERATOR is not completing maps, pictures, and other information.

## **Board Meeting Dates 2022**

May 11, 2022

June 8, 2022

July 13, 2022

August 10, 2022

September 14, 2022

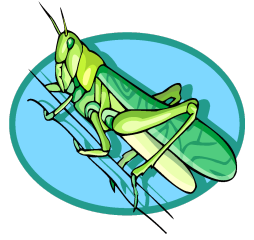
October 12, 2022

November 9, 2022



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## **Acknowledgement**

I acknowledge that I have received and had the time to read the 2022 Crook County Weed and Pest Program Policy leafy spurge gazing agreement.

I understand that I must comply with all of the provisions of the Policy. I also understand that if I do not comply with all provisions I will not be paid for the season.

I further understand that the supervisor or another member of the Crook County Weed and Pest may inspect my land at any time.

This Agreement is entered into place at the date signed below.

\_\_\_\_\_  
Signature of landowner

Date \_\_\_\_\_

\_\_\_\_\_  
Please Print your Name

\_\_\_\_\_  
Signature of Weed and Pest Employee