

COOPERATIVE AGREEMENT

between the

STATE OF WYOMING

WYOMING GAME & FISH COMMISSION, WYOMING DEPARTMENT OF AGRICULTURE

LOCAL GOVERNMENT

**COUNTY COMMISSIONERS representing Lincoln, Uinta, Sublette, Fremont, Carbon
and Sweetwater Counties**

**CONSERVATION DISTRICTS representing Lincoln, Little Snake River, Popo Agie,
Saratoga-Encampment-Rawlins, Star Valley, Sublette County, Sweetwater County,
and Uinta County**

and

WILDLIFE HERITAGE FOUNDATION OF WYOMING

This Cooperative Agreement is entered into under the Wyoming Landscape Conservation Initiative (WLCI), but between the State and Local Government agency partners and the Wildlife Heritage Foundation of Wyoming. The WLCI partners participating in this Cooperative Agreement are the Wyoming Game and Fish Commission (Commission), the Wyoming Department of Agriculture, County Commissioners and Conservation Districts within the WLCI area (hereinafter called the partners). This COOPERATIVE AGREEMENT describes the relationship among the partners and the WILDLIFE HERITAGE FOUNDATION of Wyoming to define a framework for handling contributions provided to support and implement Wyoming Landscape Conservation Initiative (WLCI) project activities.

The framework described in this COOPERATIVE AGREEMENT will outline the general methodology for management and disbursement of funds by the WILDLIFE HERITAGE FOUNDATION in support of WLCI.

ARTICLE I – BACKGROUND, OBJECTIVES AND AUTHORITIES

WHEREAS, the Commission is organized and maintained in the State of Wyoming to “control, propagate, manage, protect and regulate all Wyoming wildlife.” WYO. STAT. ANN. § 23-1-103 (West’s 2008); *see also* WYO. STAT. ANN. § 23-1-302; and

WHEREAS, the Wyoming Department of Agriculture is organized and maintained to serve our citizens by conserving and protecting our natural resources and advocating for agriculture in Wyoming. STAT. 11-2-201; and STAT.11-2-202; and

WHEREAS, the Boards of Commission for Carbon, Fremont, Lincoln, Sublette, Sweetwater and Uinta Counties are organized and maintained in the State of Wyoming as bodies corporate and politic, being political subdivisions of the State, with the power to make contracts and perform other acts relating to the property and concerns of the county in the exercise of its corporate and administrative powers. Wyo. Stat. Ann. § 18-2-101(iv); and

WHEREAS, the Board of Supervisors for the Conservation Districts for Lincoln, Little Snake River, Popo Agie, Saratoga-Encampment-Rawlins, Star Valley, Sublette County, Sweetwater County, and Uinta County are organized and maintained in the State of Wyoming as political subdivisions of the State, with the power to make contracts and perform other acts related to natural resource conservation projects. Wyo. §§ 11-16-101 *et. seq.*, and

WHEREAS, the Wildlife Heritage Foundation of Wyoming is organized and maintained in the State of Wyoming to provide financial support, through philanthropy, to critical wildlife conservation efforts in Wyoming, incorporated under the laws of the State of Wyoming, and recognized by the Internal Revenue Service as a 501(c)(3) charitable organization (EIN 83-0334172); and

WHEREAS, the parties are mutually interested in and desire to cooperate in ensuring Southwest Wyoming's wildlife and habitat remain viable in areas facing development pressure, the partner agencies have proposed the Wyoming Landscape Conservation Initiative (WLCI); and

WHEREAS, the parties to this Agreement wish to cooperate with one another for their mutual benefit and for the general benefit of the people of Wyoming and future generations; and

NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties hereto desire to cooperate and mutually agree as follows:

ARTICLE II – STATEMENT OF WORK

This is a multi-agency, multi-field office, multi-county, multi-conservation district COOPERATIVE AGREEMENT whereby activities or projects under this Agreement will be implemented individually. Detail for projects will be provided in a Project Agreement (PA) (see Article V, Item A). In addition a contract agreement or grant agreement may be developed for appropriate projects to document funding commitments and payment procedures between funding entities and project development entities.

Cooperative activities will include the following:

A. The partners agree to:

1. Build partnerships with local, State and Federal government entities, industry, conservation organizations and the general public to accomplish its objectives.
2. Identify, prioritize, implement and monitor projects meeting the objectives of WLCI including but not limited to habitat enhancement for wildlife, vegetation treatments, range improvements, baseline data gathering, monitoring, analysis and improved analysis of proposed activities.
3. Work with partners to share funding for implementing various land treatments, range improvement projects, conservation activities, and management actions.
4. Participate in planning, development, and execution of cooperative research, education, publications, public information demonstration projects, and other WLCI activities as appropriate.
5. Develop within six (6) months, if necessary, additional fiscal operational procedures needed.

B. The WILDLIFE HERITAGE FOUNDATION agrees to:

1. Administer funds received from contributions to the WLCI. Contributors may include organizations, and individuals; but not state and federal agencies and local government.
2. Administer monies in an interest bearing account; held in Federated Funds, pursuant to its non-managed agency agreement with the First National Bank and Trust Department-Laramie Wyoming.
3. Provide fiscal accountability and reporting that are mutually acceptable to all parties;
 - a. On or prior to the twentieth (20) business day of each month, a statement showing account activity.
 - b. On a calendar year, a year-end report will be provided by January 31 for the preceding calendar year.
4. Distribute monies to fund WLCI project activities;
 - a. Disbursement of monies by the WILDLIFE HERITAGE FOUNDATION shall be pursuant to the Wildlife Heritage Foundation's Restricted Account procedures, and as in accordance with approval and written instructions from the Executive Committee and WLCI Coordination Team.
 - b. Procedures for disbursement: a) Coordination Team shall initiate disbursement process for direct vendor payments by submitting an

order for disbursement, with invoices and/or statements of work, periodically within reasonable timeframes; but no more frequently than four (4) times per month. The Executive Committee shall provide two additional written authorizations to disburse funds; b). Disbursement of funds to state or federal agencies will follow standard agency grant policy and procedures. Timely disbursement of monies will be made upon receipt of an order, in the manner requested on the order within fifteen (15) business days.

- c. Monies will be disbursed to support WLCI project activities, which may include project development and implementation, monitoring of resources, data gathering, and project activity; purchase of goods and services to support WLCI projects; and potentially funding of staff or temporary positions if authorized by funding source/donor.

5. Exchange related financial information and data among parties (The Executive Committee reserves the right to exchange financial information among its partners);

6. Dissemination of appropriate financial information to the public;

- a. Any information furnished to the federal agencies under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552). Any information furnished to the State of Wyoming under this CA is subject to the Wyoming Public Records Act (Wyo. Stat. Ann. § 16-4-201, et seq.). The WILDLIFE HERITAGE FOUNDATION will maintain donor confidentiality.

7. Deposit of monies by contributing entities;

- a. Establish separate restricted accounts as needed to hold monies contributed to the WLCI for only those restricted account agreements approved by the WLCI Executive Committee. Monies may be deposited any day each month throughout a calendar year the WILDLIFE HERITAGE FOUNDATION is operating. The contributing entities shall deposit funds with the WILDLIFE HERITAGE FOUNDATION for the WLCI, and the funds in this Restricted Account shall be held and used for the benefit of the WLCI;
- b. Monies in the WLCI Restricted Account, together with any income, including interest or profit received or made by the account in respect of monies on deposit, shall be added into the WLCI account, with accommodation for administrative charges of not more than 3% per annum. This fee will be taken on a quarterly basis. If the administrative fee exceeds \$20,000 per year parties shall review administrative activities and determine appropriate administrative charges.

8. Never be required to use, advance or risk its own funds or otherwise incur financial liability in the performance of any of its duties.
9. Will not be a principal, participant or beneficiary in any transaction relating to the WLCI funds and shall have no duty to inquire beyond the terms and provisions hereof. The Wildlife Heritage Foundation will receive and hold restricted funds pursuant to the attached agreements.

C. All parties agree:

1. That no party will publish any project results of joint effort without consulting the other. Publication may be joint or independent as may be agreed upon;
2. To share the result of any cooperative study with all parties and the public;
3. The WLCI has the right to periodically audit the Restricted Account and may choose to exercise that right with reasonable notice and during normal business hours.
4. At a minimum, the Executive Committee and the Wildlife Heritage Foundation will jointly meet annually to review operations and to provide periodic updates to the Wildlife Heritage Foundation, review financial status, evaluate progress, and address any operational needs.

ARTICLE III – TERM OF AGREEMENT/MODIFICATION

- A. Unless earlier terminated pursuant to Article VIII this COOPERATIVE AGREEMENT shall become effective on the date of final signature, and shall continue in full force and effect for a period not to exceed five years.
- B. This COOPERATIVE AGREEMENT may be modified by the written mutual agreement made by the signatory officials of ARTICLE X.
- C. PA's issued during the effective period of this COOPERATIVE AGREEMENT and not completed within that time shall be completed by the PARTIES within the time specified in the PA, and the rights and obligations of the PARTIES shall be governed by the terms of the COOPERATIVE AGREEMENT to the same extent as if completed during the effective period of this COOPERATIVE AGREEMENT.

ARTICLE IV – KEY OFFICIALS

For the State of Wyoming:

Director
Wyoming Game and Fish Department
5400 Bishop Boulevard
Cheyenne, Wyoming 82006

Director
Wyoming Department of Agriculture
2219 Carey Avenue
Cheyenne, Wyoming 82002

For the County Commissioners:

Sublette County Commission
P.O. Box 250
Pinedale, Wyoming 82941

For the Conservation Districts:

Sweetwater County Conservation District
79 Winston Drive, Suite 110
Rock Springs, Wyoming 82901

For the Wildlife Heritage Foundation of Wyoming

Executive Director
P.O. 20088
Cheyenne, Wyoming 82003-7002

ARTICLE V – AWARD

A. General

This COOPERATIVE AGREEMENT provides the terms and conditions under which the partners will implement WLCI projects. Each project shall be implemented by a written PA, executed by the cooperating parties or their authorized servicing representatives. Each individual PA must contain the following information:

1. Project or activity title and PA number
2. Project Scope of Work, including task objectives, methods and study area
3. Statement of need and priority for the project

4. Period of activity and/or project schedule
5. Deliverables/final products, required Progress or Completion reports
6. Complete budget, (all direct and indirect costs, including travel, if any), method and Cooperative Agreement of payment and fund sources, budget contributed by each party (including cost-share or in-kind services, if any), and total project Cooperative Agreement.
7. Names and positions of the individuals responsible for implementation
8. Publication expectations and authorship agreements, if applicable

B. Financial Assistance

The commitment of funds in furtherance of this COOPERATIVE AGREEMENT shall be as authorized by each individual PA.

C. Accounting Data/Appropriation

The specific allocation of funding will be identified in each individual PA. Nothing in this Agreement shall be construed as obligating the parties to expend any funds, or as involving either in any contract or other obligation for the future payment of funds, in excess of appropriations authorized by law.

D. Authorizing Officials

Each individual PA issued under this Agreement shall be executed by the authorizing officials of the partner agencies.

ARTICLE VI – REPORTS/DELIVERABLES

Financial Status Report, shall be prepared and submitted annually, or upon completion of project, to the Executive Committee.

ARTICLE VII – SOVEREIGN IMMUNITY

The State of Wyoming, Counties, and the Conservation Districts do not waive their sovereign immunity by entering into this COOPERATIVE AGREEMENT, and each fully retains all its immunity and defenses as provided by applicable law with respect to any action based on or occurring as a result of this agreement.

ARTICLE VIII – TERMINATION

This Agreement may be mutually terminated by either party by providing sixty days written notice to the other party.

ARTICLE IX – ATTACHMENTS

Attachment A. Authorization To Disburse Funds

ARTICLE X – AUTHORIZING SIGNATURES

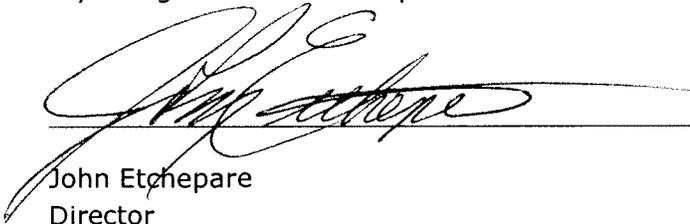
IN WITNESS HEREOF, the parties hereto have signed their names and executed this Cooperative Agreement.



Steve Ferrell
Director
Wyoming Game & Fish Department

1/20/09

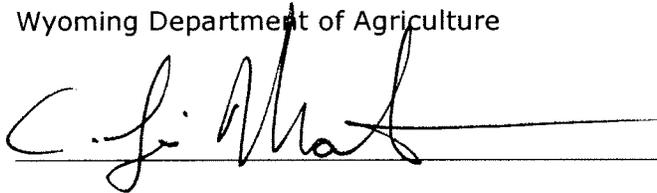
Date



John Etchepare
Director
Wyoming Department of Agriculture

3-10-09

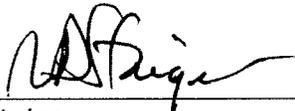
Date



C. Levi Martin
Senior Assistant Attorney General
Wyoming State Attorney General Office

1/28/09

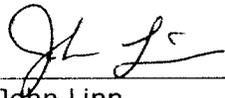
Date



Dick Staiger
Chairman WHFW Board of Directors

3/16/09

Date



John Linn
Sublette County Commissioner

3-10-09

Date



Mary Thoman
Conservation Districts Representative

3-10-09

Date

Attachment A

AUTHORIZATION TO DISBURSE FUNDS

**WYOMING LANDSCAPE CONSERVATION INITIATIVE
(WLCI)
AUTHORIZATION TO DISBURSE FUNDS**

Date: _____

Project Title: _____

WLCI Approval Date: _____

Name of Contact Person: _____ **Phone #:** _____

Amount Requested: \$ _____

Invoice, receipts, and/or statement of work accomplished are mandatory.

Payable To: _____

Address: _____

All three Signature Authorizations Required:

WLCI Coordination Team

WLCI Executive Committee

WLCI Executive Committee