

050705-15

1. Parties. The parties to this Cooperative Service Agreement (Agreement) are the

2. Purpose of Agreement. The purpose of this Agreement is to set forth the terms and

3. Term of Agreement and Required Approvals. This Agreement is effective when all

4. **Payment.** Agency agrees to give Grantee grant money to perform the services described in

5. **Responsibilities of Grantee.** The Grantee agrees to:

- A. Submit a signed voucher to the Agency requesting the Grant Money.**

- C. Submit a final report on the form provided by the Agency. The final report is due upon**

- (i) Status of Project tasks and activities performed:**

- (ii) The purpose and recipients of expended Grant Money for the Project:**

- (iii) Information about hard-dollar and in-kind matching funds used for the Project:**

budget attorney

and

(iv) The success of the Project.

D. Return to the Agency with the final report, any grant funds provided by the Agency, but not expended by Grantee as of June 30, 2006.

6. **Responsibilities of Agency.** Agency agrees to:

A. Give Grantee the Rural and Urban Pesticide Disposal grant money specified in Section 4 above after:

(i) This Agreement is fully executed by the parties and all required approvals have been granted;

(ii) Grantee has submitted a proper voucher to the Agency; and

(iii) Agency has approved Grantee's voucher.

7. **General Provisions.**

A. **Amendments.** Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

B. **Americans with Disabilities Act.** The Grantee shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.

C. **Applicable Law/Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

D. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Agency.

E. **Compliance with Law.** The Grantee shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.

F. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Grantee in the performance of this Agreement shall be kept confidential by the Grantee unless written permission is granted by the Agency for its release.

G. **Entirety of Agreement.** This Agreement, consisting of four (4) pages, and

parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

H. Ethics. Grantee shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Grantee's profession.

I. Independent Grantee. The Grantee shall function as an independent Grantee for the purposes of this Agreement, and shall not be considered an employee of the State of Wyoming for any purpose. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Agreement, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Grantee or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency, or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Grantee agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Grantee or the Grantee's agents and/or employees as a result of this Agreement.

J. Kickbacks. The Grantee certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Grantee breaches or violates this warranty, the Agency may, at its discretion, terminate this Agreement without liability to the Agency, or deduct from the Agreement price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

K. Notices. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person.

L. Prior Approval. This Agreement shall not be binding upon either party, no services shall be performed under the terms of this Agreement, and the Wyoming State Auditor shall not draw warrants for payment on this Agreement, until this Agreement has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).

M. Sovereign Immunity. The State of Wyoming, the Agency, and the Grantee do not waive their sovereign immunity by entering into this Agreement and each fully retains immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

N. Taxes. The Grantee shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

O. Termination of Agreement. This Agreement may be terminated immediately for cause if the Grantee fails to perform in accordance with the terms of this Agreement.

P. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to

create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

Q. Time is of the Essence. Time is of the essence in all provisions of the Agreement.

R. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.

S. Waiver. The waiver of any breach of any term or condition in this Cooperative Service Agreement shall not be deemed a waiver of any prior or subsequent breach.

8. Signatures. By signing this Agreement, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Agreement, that they have the authority to sign it.


This Agreement is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

AGENCY


John Etchepare, Director

17-15-06
Date

GRANTEE


(Signature)

7-6-05
Date

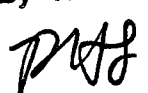
Diane Humphrey
(Print Name)

Chair
(Title)

Attest: 

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

Received And Approved
As To Form Only
By The County Attorney

 6-20-05

Robert L. Lanter #1534
Robert L. Lanter, Senior Assistant Attorney General

6-15-2005
Date

**2005/6 PROJECT PROPOSAL
Rural and Urban Pesticide Disposal**

Funds for this program are to be used strictly for the collection and disposal of unwanted pesticides for rural and urban use. Some of the funds may be used for advertising the project.

Name of Organization: Laramie County Board of Commissioners

Address: 310 West 19th Street – Room 300

City: Cheyenne **State:** Wyoming **Zip Code:** 82001

Contact Name: John W. Kluever, Grants Manager **Phone:** 307-633-4201

E-mail: jkluever@laramiecounty.com

Project Name: Laramie County Pesticide Collection and Disposal Program

\$ Funding requested	Description of Project
\$30,000.00 (Collection/Disposal)	Funding will be used to collect and dispose of pesticides on an as needed basis prior to June, 2006. In addition, a county-wide collection day will be completed in May, 2006 in coordination with the county-wide tire and battery collection day. Laramie County has an existing contract with Rocky Mountain Pump Service, Inc. to collect/dispose of pesticides in a proper manner.
\$ 2,500.00 (Advertising)	
\$ 1,500.00 (Administration)	
\$34,000.00	


Diane Humphrey, Chairman

5-5-05
Date


Debbye Lathrop, Clerk

5-9-05
Date

Approved As To Form Only:


Peter Froelicher, Laramie County Attorney

LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: July 5, 2005

2. AGENDA ITEM: Appointments Bids/Purchases Claims

☒ ~~Contracts/Agreements/Leases~~

Grants Land Use: Variances/Board App/Plats

Proclamations Public Hearings/Rules & Reg's Reports & Public Petitions

Resolutions Other

3. DEPARTMENT: Grants

APPLICANT: John Kluever

AGENT: John Kluever

4. DESCRIPTION: Consideration of an Agreement with the Wyoming Department of Agriculture to collect and dispose of rural and urban pesticides.

Amount \$34,000.00

From: July 5, 2005

To: June 30, 2006

5. DOCUMENTATION: 2 originals and (4) four copies

John Kluever 7-8-05

Clerks Use Only:

Commissioner

Signatures

Humphrey_____

Co Attny _____

Knudson_____

Assist Co Attny _____

Ketcham_____

Grants Manager_____

Action _____

Outside Agency_____

Postponed/Tabled_____




LARAMIE COUNTY PLANNING DEPARTMENT

Planning • Zoning • Addresses • Mapping • Permits

June 21, 2005

MEMO

TO: Rhonda Reed, Deputy County Clerk

FROM: John Kluever 

SUBJECT: Agenda Item

Could you please place the attached on the Commissioners Agenda for their July 5, 2005 meeting? You should find one original Agenda Item Processing Form, four copies of this form, two original Agreements and four copies of this document.

Please let me know if you should have any questions.

