

Blue Folder  
# 66136

**INTERAGENCY AGREEMENT AMONG  
STATE OF WYOMING GOVERNOR'S OFFICE,  
OFFICE OF STATE LANDS AND INVESTMENTS,  
WYOMING GAME AND FISH DEPARTMENT,  
WYOMING DEPARTMENT OF TRANSPORTATION,  
WYOMING STATE PARKS AND CULTURAL RESOURCES  
AND UNIVERSITY OF WYOMING**

1. **Parties.** The parties to this Interagency Agreement (Agreement) are the State of Wyoming Governor's Office (Gov), whose address is 200 W. 24<sup>th</sup> Street, Cheyenne, WY 82002; the Office of State Lands and Investments (OSLI), whose address is Herschler Bldg., 3 West, 122 West 25<sup>th</sup> Street, Cheyenne, WY 82002-0600; Wyoming Game and Fish Department (WGFD), whose address is 5400 Bishop Blvd., Cheyenne, WY 82009; Wyoming Department of Transportation (WDOT), whose address is 5300 Bishop Blvd., Cheyenne, WY 82009; Wyoming State Parks and Cultural Resources (SPCR), whose address is 2301 Central Avenue, Cheyenne, WY 82001; and University of Wyoming (UW), whose address is 1000 E. University Avenue, Laramie, WY 82071.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which Gov, OSLI, WGFD, WDOT and SPCR (Agencies) shall distribute State funds to UW to complete the tasks in association with the statewide mapping and prioritization of the Cheatgrass Project-Phase I, as detailed in Attachment A, which is attached to this Agreement and incorporated herein by this reference.
3. **Term of Agreement and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted (Effective Date). The term of this Agreement is from the Effective Date, through June 30, 2016. All services shall be completed during this term. There is no right or expectation of renewal and any renewal will be determined at the discretion of the Agencies.

By law, contracts for professional or other services must be approved by the Attorney General and the Department of Administration and Information's Procurement Office, Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee as well, Wyo. Stat. § 9-2-1016(b)(iv)(D).

4. **Payment.** The Agencies agrees to pay UW for the services described in Section 5 below. The Agencies agree to pay UW within forty-five (45) days of the Agencies receipt and approval of UW invoice.

In no event shall the total amount paid to UW by the Agencies under this Agreement exceed fifty thousand dollars (\$50,000). Gov is to pay twenty-five thousand dollars (\$25,000); OSLI is to pay five thousand dollars (\$5,000); WGFD is to pay five thousand dollars (\$5,000); WDOT is to pay ten thousand dollars (\$10,000); and SPCR is to pay five thousand dollars (\$5,000).

5. **Responsibilities of UW.** UW agrees to:
- A. Perform the services described in Attachment A, which is attached to this Agreement and incorporated herein by this reference.

6. **Responsibilities of Agencies.** The Agencies agrees to:

- A. Pay UW in accordance with Section 4 above.

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. **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.
- C. **Availability of Funds.** Each payment obligation under this Agreement is conditioned upon the availability of allocated state or federal government funds. If funds are not allocated and available for payment, this Agreement may be terminated at the end of the period for which funds are available. Funding Agency shall notify the receiving Agency at the earliest possible time if this Agreement will or may be affected by a funding shortage. No liability shall accrue to the funding Agency in the event this provision is exercised, and the funding Agency shall not be obligated or liable for any future payments as a result of termination under this section. This provision shall not be construed so as to permit the funding Agency to terminate this Agreement in order to acquire similar services from another party.
- D. **Entirety of Agreement.** This Agreement, consisting of seven (7) pages, including Attachment A, consisting of one (1) page, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- E. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits

delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

- F. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. No party agrees to insure, defend, or indemnify another.
- G. 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 or delivery in person.
- H. 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 the Department of Administration and Information's Procurement Office and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
- I. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- J. Sovereign Immunity.** The State of Wyoming, the Agencies and UW do not waive sovereign or governmental immunity by entering into this Agreement and specifically retain immunity and all defenses available to them pursuant to Wyo. Stat. § 1-39-104(a) and all other state or federal law.
- K. 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.
- L. Time is of the Essence.** Time is of the essence in all provisions of the Agreement.

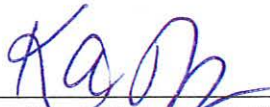
**M. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.

**N. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

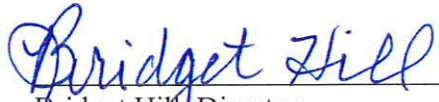
9. **Signatures.** By signing this Agreement, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Agreement, and that they have the authority to sign it.

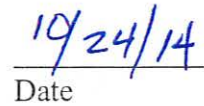
**STATE OF WYOMING GOVERNOR'S OFFICE**

  
\_\_\_\_\_  
Kari Gray, Chief of Staff

  
\_\_\_\_\_  
Date

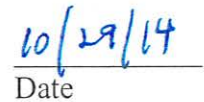
**OFFICE OF STATE LANDS AND INVESTMENTS**

  
\_\_\_\_\_  
Bridget Hill, Director


  
\_\_\_\_\_  
Date

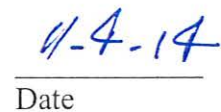
**WYOMING GAME AND FISH DEPARTMENT**

  
\_\_\_\_\_  
John Kennedy, Deputy Director

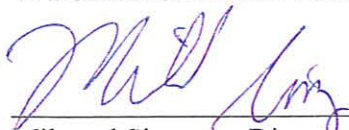
  
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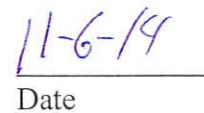
**WYOMING DEPARTMENT OF TRANSPORTATION**


  
\_\_\_\_\_  
John Cox, Director

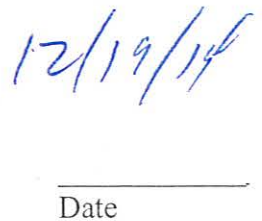
  
\_\_\_\_\_  
Date

**WYOMING STATE PARKS AND CULTURAL RESOURCES**

  
\_\_\_\_\_  
Milward Simpson, Director  
Director

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
UNIVERSITY OF WYOMING  
William A. Gern  
Vice President for  
Research and Economic Development  
University of Wyoming  
Dorothy Yates, Associate Vice President

  
\_\_\_\_\_  
Date

...certify that ...

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

S. Jane Caton #120100

S. Jane Caton, Senior Assistant Attorney General  
Representing the Wyoming Governor's Office, Wyoming Game and Fish  
Department, and Wyoming Office of State Parks and Cultural Resources

10-6-14  
Date

Meg Nicholas

Megan Nicholas, Senior Assistant Attorney General  
Representing Office of State Lands and Investments

10-6-14  
Date

Michael Kahler

Michael Kahler, Senior Assistant Attorney General  
Representing Wyoming Department of Transportation

10-6-14  
Date

**ATTACHMENT A**  
**PROJECT DESCRIPTION**

**CHEATGRASS PRIORITIZATION- PHASE 1**  
**Statewide**

1. **Project Description:** Statewide mapping of cheatgrass by:
  - a. Compiling existing data, local expert knowledge and new observations to develop a more precise assessment of areas impacted by invasive grasses, and evaluate their recovery potential
  - b. Encouraging increased coordination of management efforts to address high-priority locations with a high probability of success
  - c. Investigating improved methods for reducing the impacts of invasive grasses including prevention of new introductions
  - d. Enhancing ongoing education and outreach programs related to invasive grasses in Wyoming and the region
  
2. **Purpose of Project:** This project is intended to reduce the impact of current and future invasive grasses while enhancing Wyoming's natural resource base specifically for sage grouse habitat.
  
3. **Project Completion Report:** Upon completion of the project, the grantee shall submit a written report indicating the project has been completed. The report shall include written confirmation that the work has been completed, a full accounting of projects costs, and a general overview of findings and identification of next steps.
  
4. **Project Findings:** Upon completion of mapping project, findings shall be shared with Agencies in a synthesized format. Findings shall also be made available for the public through GIS programs designated by the Agencies.

JAN 08 2015

MATTHEW H. MEAD  
GOVERNOR



  
STATE CAPITOL  
CHEYENNE, WY 82002

## Office of the Governor

January 7, 2015


John Cox  
Wyoming Department of Transportation  
5300 Bishop Blvd  
Cheyenne, WY 82001

Dear Director Cox,

Enclosed please find the fully executed copy of the Interagency agreement among State of Wyoming Governor's Office, Office of State Lands and Investments, Wyoming Game and Fish Department, Wyoming Department of Transportation, Wyoming State Parks and Cultural Resources and University of Wyoming for your records.

Please don't hesitate to contact me if you have any questions. I may be reached at 307-777-5647.

Sincerely,



Tatum Soto  
Administrative Assistant  
Office of Governor Matt Mead