

COOPERATIVE AGREEMENT

Between

Soil & Water Conservation Districts of Montana & Wyoming Association of Conservation Districts

For the Management of Montana-Wyoming Plant Materials Center
Bridger, Montana

RECITALS: WHEREAS, the Montana-Wyoming Plant Materials Center (Center) is located at Bridger, Montana, in Carbon County lying in Township 6 South, Range 23 East, M. P. M:

Sec. 34: N $\frac{1}{2}$ SE $\frac{1}{4}$ EXCEPTING THEREFROM all that portions of NW $\frac{1}{2}$ SE $\frac{1}{4}$ lying and being a part on the westerly side of a line drawn 75 feet distant from and on the easterly side of the centerline of the railroad of the C.D.K.Q. Railroad Company as the same is located over and across said NW $\frac{1}{2}$ SE $\frac{1}{4}$, not to exceed one-tenth of an acre; and also EXCEPTING THEREFROM a strip of land 25 ft wide being on the easterly side of and adjoining a line drawn 75 ft distant from, parallel to and E. of the centerline of the railroad of said railway company as the same is now located over and across said Sec. 34, containing 0.06 of an acre.

Sec. 35: W $\frac{1}{2}$ SW $\frac{1}{4}$ EXCEPTING THEREFROM 10 acres of the SW $\frac{1}{2}$ SW $\frac{1}{4}$ described as follows: Commencing at the SW corner of said SW $\frac{1}{2}$ SW $\frac{1}{4}$ for a point of beginning, and going thence a N. 330 ft; thence E. one-quarter mile; thence S. 330 ft; thence W. one-quarter mile to the place of beginning;

WHEREAS, the above described real property together with certain building, improvements, easements, right-of-ways, water and ditch rights, appurtenant to and used in connection with all of the above-described lands, including but not limited to 110 shares of Mutual Ditch Co., and 30 shares of Bridger Ditch Co., was purchased in 1970 by the Soil and Water Conservation Districts of Montana (SWCDM) and the Wyoming Association of Conservation Districts (WACD);

WHEREAS, the SWCDM and WACD lease the Center to the United States Department of Agriculture, Montana Natural Resource Conservation Service (NRCS) for the NRCS to manage the daily operations of the Center;

WHEREAS, the NRCS has constructed and owns, and is responsible for maintaining additional buildings at the site of the Center;

WHEREAS the Center is operated and managed to research and develop plant materials, to research and develop techniques of seed production, and to evaluate plant materials performance and seed performance at field sites in Montana and Wyoming;

WHEREAS the mortgage on the Center has been retired;

WHEREAS a budget is necessary for the support of the Center in order to pay for improvements and to maintain seasonal employees for the maintenance and operation of the Center; and;

WHEREAS the budget to be administered by the BPMC Board of Managers consists of funds from annual hay and/or grain or seed sales, annual fees from SWCDM and WACD, and lease fees from NRCS.

NOW THEREFORE, the parties agree to the following Cooperative Agreement.

PARTIES: This Cooperative Agreement is entered into between SWCDM, a nonprofit corporation organized and operating under the laws of the state of Montana, and WACD, a nonprofit organized and operating under the laws of the state of Wyoming.

PURPOSE: This Cooperative Agreement is entered into by the parties to transact any or all lawful business related to the ownership, operation, and management of the Center. This Cooperative Agreement sets forth the terms under which the parties as co-owners of the Center will jointly manage the Center through the formation of a PMC oard of Managers (Board).

AGREEMENT TERM: The term of this Cooperative Agreement is ten (10) years from the last signature date. Agreement terms shall be reviewed by SWCDM and WACD at least sixty (60) days prior to expiration.

COOPERATIVE AGREEMENT: The parties mutually agree as follows:

OWNERSHIP INTERESTS: Ownership of the Center is divided between the parties as 57% by SWCDM and 43% by WAD. Upon dissolution of the Center, the assets remaining after the payment of liabilities will be divided according to the respective ownership interests of the parties. Dissolution may only result by an affirmation vote of both the Board of Directors of SWCDM and WACD.

BUDGET: The annual budget for the support, operation, and maintenance of the Center shall include funds from annual hay and/or grain and seed sales, annual voluntary fees from SWCDM and WACD, lease fees from the NRCS, and such other sources of income that the PMC Board may, from time to time, receive, including grants, appropriations, services, and products. The parties agree that the voluntary donations shall be based on the respective percentage of ownership of the Center. SWCDM will provide an invoice annually to SWCDM and WACD on or before October 1st of each year. The parties agree that payment of the donations shall be made on or before November 1st of each year. Payments shall be made to the PMC Board of Managers - Treasurer.

LEASING OF CENTER: In order to provide for the daily operations and maintenance of the Center, SWCDM and WACD have determined to lease the Center. The terms and conditions of the lease shall be negotiated and approved by the PMC Board. Upon approval, the PMC Board will signify in writing to SWCDM and WACD. The lease must be executed by the respective SWCDM and WACD Board Chairs and the NRCS State Conservationist for Montana.

EMPLOYEES OF CENTER: The parties agree that SWCDM shall act as the employer of all non-federal seasonal employees at the Center. Any hiring of employees under this agreement by SWCDM shall be on the basis of merit and qualifications, and there shall be no discrimination in such hiring on the basis of race, color, religion, creed, political beliefs, gender, sexual orientation, age, marital or family status, physical, or mental disability, or national origin. As used herein, "qualifications" mean qualifications as are generally related to the competent performance of the particular occupational task.

BOARD OF MANAGERS: A PMC Board shall be appointed to maintain and support the Center in a manner to promote education and scientific research in natural resources management, including the research and development of plant materials, research and development of seed production techniques, and to evaluate plant materials and seed performance at sites in Montana and Wyoming.

1. **Membership-** The PMC Board will consist of five members appointed by SWCDM and WACD to serve for three calendar years. Each state will have two members at all times, and a third member in alternate three-year terms. Only members of the PMC Board, or individuals duly appointed by the President of an absent member's corporation, may vote on business matters.

The Presidents will inform the PMC Board Chairman in advance of a board meeting, of the appointment of an acting board member.

2. **Officers:** The officers of the PMC Board shall include a chairman, vice-chairman, secretary, and treasurer. Officers are elected at the annual business meeting of the Board Officers are elected by a majority vote by the PMC Board.
 - a. Chairman:
 - i. Preside at all meetings and see that all PMC Board actions are carried into effect.
 - ii. Execute all documents that are first approved by the PMC Board
 - iii. An acting chairman retains all voting privileges
 - iv. Report annually to the officers of SWCDM and WACD, regarding the operation and financial status of the Center
 - b. Vice-Chair:
 - i. Performs duties of the Chairman when the Chairman is unavailable
 - c. Secretary:
 - i. Records all actions and votes of the PMC Board
 - ii. Other duties as prescribed by the PMC Board
 - d. Treasure:
 - i. Shall have custody of the funds of the PMC Board and shall maintain accurate accounts of the PMC Board
 - ii. Will provide financial reports to the Board at all meetings or as requested
 - iii. Invoice annual fees on or before October 1st of each year to SWCDM and WACD
3. **Meetings and Quorum:** The PMC Board of Managers shall hold an annual business meeting and such other meetings as the Board, by majority vote, may be determined. Written notice of the annual meeting and any special meeting notices must be mailed provided fourteen (14) calendar days prior to the meeting. A quorum of the PMC Board shall of three (3) except that a quorum may not be established by the presence of members appointed by only one of the parties to this Cooperative Agreement. .A majority vote consists of three (3) members. The quorum and voting requirements cannot be made by proxy.
4. **PMC Board of Managers Duties:**
 - a. Maintenance of the Partner assets
 - b. Compliance with lease requirements
 - c. Selecting a method for paying employees
 - d. Paying Center bills
 - e. Identifying and budgeting for capital improvements
 - f. Negotiations with subcontractors
 - g. Develop budgets and financial statements for SWCDM & WACD review and approval
 - h. Conducting regular, or as needed, business meetings
 - i. Maintain and submit meeting minutes to SWCDM & WACD
 - j. Maintain insurance and bonding
5. **Partner Duties:** For the purpose of this Cooperative Agreement, the Partners of the Center include WACD, SWCDM, and NRCS
 - a. **SWCDM**
 - i. Disposition of 57% of assets
 - ii. Dissolution by majority vote
 - iii. Approval of NRCS Leasing terms and amendments
 - b. **WACD**
 - i. Disposition of 43% of assets

- ii. Dissolution by majority vote
- iii. Approval of NRCS Leasing terms and amendments

6. PMC Board Authority:

- a. The PMC Board is authorized to receive income and make expenditures for normal operations of the Center. Expenses of the Board will be part of the operating costs.
- b. The PMC Board will inform SWCDM and WACD of plans for any major capital improvement of the Center (\$5,000 or more). The SWCDM and WACD Board, by majority vote, may veto the plan. If not vetoed, they may proceed.
- c. The PMC Board may undertake duties and responsibilities delegated to it by SWCDM and WACD.

LIAISON: SWCDM and WACD designate the respective Directors as their Liaisons to whom the parties are to direct communications concerning this Cooperative Agreement