

Prairie Dog Special Management Cooperative Agreement
Goshen County Weed and Pest Control District
PO Box 757, Torrington, WY 82240
307-532-3713

This agreement is entered into by and between the Goshen County Weed and Pest Control District (GCWP) and the following landowner;

Name:

Mailing Address:

Physical Address:

Phone:

1. The parties desire to enter into an agreement to provide for the control, prevention, and elimination of prairie dogs through the use of an Integrated Pest Management (IPM) program.
2. The Wyoming Weed and Pest Control Act (W.S. 11-5-101 et seq.), and the Wyoming Weed and Pest Special Management Program (W.S. 11-5-301 et seq.) authorizes the parties to enter into this agreement.
3. Negotiations have occurred between the parties and the following terms were agreed upon:

Part 1: GCWP agrees to participate in the development of an IPM program including:

- a. Cooperation to prevent, control, and contain prairie dogs
- b. Use of efficient and effective methods to prevent, contain, or control prairie dogs
- c. Consideration of the social, ecological, and economic consequences of implementing the program, including but not limited to:
 1. Providing technical assistance to the landowner
 2. Completing a survey and inventory of prairie dogs in cooperation with the landowner
 3. Selecting materials and methods to be used in the treatment program in consultation with the landowner

Part 2: It is recognized that the landowner has the primary responsibility to, and by signing this Agreement, hereby agrees to:

- a. Include their land in the management project
- b. Manage the control and prevention of prairie dogs as specified in the IPM program
- c. Assume responsibility for carrying out the implementation of the IPM program on private lands managed by the landowner
- d. Allow access to GCWP representatives for the purpose of taking inventory, assessing the results of the treatment program, and to provide technical assistance
- e. Maintain control of the infestation including but not limited to monitoring, surveying, and yearly cleanup of new infestations
- f. Provide records showing how the treatment program will be carried out, including materials, method to be used, and a map of the control area

Part 3: Both parties agree:

- a. The treatment program is the responsibility of the landowner after being approved by GCWP
- b. Landowner may receive a cost-share under the following conditions:
 1. Treatment program must be pre-approved by GCWP Supervisor before consideration of cost-share
 2. If landowner is purchasing rodenticide only:
 - i. Product must be purchased from GCWP
 - ii. GCWP will pay for 80% of the product totaling up to \$4,000.00 per fiscal year while allotted funds remain available.
 3. If landowner hires a commercial applicator to complete the treatment program:

- i. Funds are available as allocated on a first-come, first-serve basis and reimbursement is not guaranteed
- ii. Landowner may receive 80% cost-share for the total combined costs of product and labor based on the following conditions:
 - 1. Scheduling, satisfaction, and payment must be coordinated between the landowner and commercial applicator
 - 2. Proof of payment to the commercial applicator must be received by GCWP within 60 days of said payment
 - 3. GCWP may reimburse landowner 80% of labor costs up to 125 acres of application at a rate of up to \$30 per acre
 - a. Example 1: If commercial applicator charges \$35/acre to complete a 70-acre treatment, the total labor cost would be \$2,450 ($\35×70) and reimbursement would be \$1,680 ($\$30 \times 70 \times 0.80$).
 - b. Example 2: If commercial applicator charges \$25/acre to complete a 150-acre treatment, the total labor cost would be \$3,750 ($\25×150) and reimbursement would be \$2,500 ($\$25 \times 125 \times 0.80$).
 - 4. GCWP may reimburse landowner 80% of rodenticide costs at GCWP cost of materials totaling up to \$4,000.00 per fiscal year
 - a. Example 1: If commercial applicator charges \$3/acre for bait to complete a 1,000-acre treatment with a total bait cost of \$3,000, GCWP cost of bait is \$2/acre and reimbursement would be \$1,600.
- iii. GCWP is not responsible for unsatisfactory work done by a commercial applicator
- c. To comply with all applicable state, federal, local laws, rules and regulations and license requirements
- d. The landowner hold harmless Goshen County, GCWP, its employees or Board of Directors, from any liability arising from loss, destruction, or damage caused by any person in carrying out the performance of this cooperative agreement in compliance with all applicable laws
- e. Goshen County and its political subdivisions do not waive sovereign immunity by entering into this cooperative agreement, and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this cooperative agreement.
- f. If services provided for are not paid for by the landowner for whom rendered, such indebtedness may be collected as provided by S.S.11-5-107 (c).

This agreement is binding upon all heirs, successors, and assigns of the landowner and may be amended, revised, or terminated by mutual agreement of both parties. This Cooperative Agreement is effective as of **July 1, 2021** through **June 30, 2022.**

GCWP Supervisor Signature

Date

Landowner Signature

Date

Township(s): _____ Range(s): _____ W Section(s): _____

Applicator License #: _____ Expiration Date _____

I, the landowner, agree to allow the manager of my private lands (i.e. renter, leasee, etc.) to act on my behalf in fulfilling this Cooperative Agreement.

Land Manager Printed Name