

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

This agreement is entered into this 1st day of January 2020 by and between the Goshen County Weed and Pest Control District (“the District”) 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 state designated and county declared noxious weeds and pests through the use of Integrated Pest Management (IPM).
2. The Wyoming Weed and Pest Control Act (W.S. 11-5-101 et seq.), the Wyoming Weed and Pest Special Management Program (W.S. 11-5-301 et seq.), and the Federal Noxious Weed Act (7 U.S.C. 2801 et seq. and Section 1453) authorizes the parties to enter into this agreement.
3. Negotiations have occurred between the parties in which the following terms were agreed upon:

Part I: Responsibilities of the District

1. The District agrees to participate in the development of an integrated pest management program which may include
 - a. Cooperation to prevent, control, and contain noxious weeds
 - b. Using the most efficient and effective method of preventing, containing, or controlling noxious weeds
 - 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 noxious weeds within the management zone in cooperation with the landowner
 3. Selecting materials and methods to be used in the treatment program in consultation with the landowner
2. The District further agrees to:
 - a. Provide technical assistance to the landowner
 - b. Establish management zones with written consent of the landowner
 - c. Complete a survey and inventory of noxious weeds and pests within the management zone in cooperation with the landowner
 - d. The District representative will not damage lands in performing the survey

- e. Contribute eighty percent (80%) of the overall cost of the approved treatment program, within the limitation of district funds provided by the additional one (1) mill levy.
 - i. Reimbursement will only be made upon submission of paid receipt to commercial applicator within 60 days of payment
 - ii. Reimbursement for chemical will be only up to the amount of cost to Goshen County Weed and Pest
- f. Aerial application is excluded from this special management program.
- g. If landowner does not cooperate, the District will initiate remedial requirements in compliance with W.S. 11-5-109, or request a quarantine pursuant to W.S. 11-5-116.

Part II: Responsibilities of the Landowner

- 1. 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, prevention and elimination of noxious weeds and pests
 - c. Assume responsibility for carrying out the implementation of the IPM on private lands managed by the landowner
 - d. Not transport forage infested with undesirable plants from its private or state leased lands unless the field upon which the forage was produced was treated to prevent seed formation or seed ripening to the degree that there is no danger of dissemination of the seed, or any injurious portion thereof from such undesirable plant, or the propagating parts of the plant are not capable of producing a new plant. Providing that, the undesirable plants were treated no later than bud stage, or boot stage for perennial grass species, prior to cutting or harvesting.
 - e. Allow access to District representatives for the purpose of inventorying, monitoring, and appraising the results of the treatment program and to provide technical assistance.
 - f. Maintain control of the infestation at or below the density of the original infestation.
 - g. Contribute twenty percent (20%) of the overall cost of the approved treatment program on their land.
 - h. Provide records showing how the treatment program will be carried out including materials and methods to be used.

Part III: Mutual Responsibilities

- 1. It is recognized that both parties agree:
 - a. Landowners may carry out the approved treatment program personally or hire the work to be completed
 - b. Approved treatment method is the responsibility of the landowner after being approved by the District

- c. In the event the landowner fails to carry out the prescribed treatment program, (other than an act of God) the District shall be reimbursed for one hundred percent (100%) of any materials or methods furnished by the District.

Part IV: Compliance with Laws

1. In performing this cooperative agreement, both parties agree to comply with all applicable state, federal, local laws, rules, and regulations and license requirements.
2. The landowner hold harmless Goshen County Weed and Pest Board of Directors, supervisor, and its employees from any liability arising from loss, destruction or damage caused by any person in carrying out the performance of this agreement in compliance with all applicable laws.
3. 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 agreement.
4. 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 written agreement of both parties.

This agreement is effective **January 1, 2020 through December 31, 2023.**

Supervisor Signature

Date

Landowner Signature

Date