



FREMONT COUNTY WEED AND PEST CONTROL DISTRICT
450 N. SECOND ST. – ROOM 325
LANDER, WYOMING 82520
(307) 332-1052 • (307) 856-2192 Riverton • (307) 332-1056 Fax

Special Management Program – Cooperative Agreement – New Customer

Pursuant to W.S. 11-5-301 through 303, the undersigned landowner requests that their lands be included within the **Special Management Program** for ☐ **Russian knapweed** ☐ **Leafy Spurge** and desires to participate with Fremont County Weed and Pest Control District in an “Integrated Management System” as described in W.S. 11-5-302(a)ii) for the purpose of reducing the impact of leafy spurge and/or Russian knapweed upon lands within the Individual Landowner Special Management Zones.

The parties to this agreement are Fremont County Weed and Pest Control District, hereafter referred to as “District” and

Name: _____

Address: _____

City, State, Zip Code _____

Phone number: _____

Email: _____

Also known as (name of owner(s) as appears on land title): _____

Hereafter referred to as “Landowner”.

This agreement is effective January 1 of the year following the date the signed agreement is received by the District. This agreement may be automatically renewed annually through 2024. This agreement shall be reviewed and revised at the end of 2024.

A. Authority, Purpose, Objectives, Responsibilities, Compliance

Authority:

Wyoming Weed and Pest Control Act (W.S. 11-5-101 through 11-5-119): Wyoming Weed and Pest Special Management Program (W.S. 11-5-301 through 303).

Purpose:

The purpose is to manage leafy spurge or Russian knapweed in compliance with the Special Management Program, based upon the best available scientific facts, current technology and economic considerations (Best Management Practices).

Objective:

Landowner Initials_____

The objective is to implement an integrated system to prevent, contain and control leafy spurge or Russian knapweed in cooperation between the District and the Landowner.

Responsibilities:

A. District Responsibilities

1. Provide technical assistance to the landowner
2. Complete an inventory (survey) within the management zone in cooperation with the Landowner.
3. Establish management criteria for special management program including costs associated with the program.
4. Select the materials and methods to be used in the treatment program in consultation with the Landowner.
5. Contribute 80% of the cost of the District approved treatment program within the limitations established by the District Board, the funds available for the Special Management Program and the following provisions.
 - i. Third party custom applications must be pre-approved.
 - ii. Third party custom application cost share on labor will not exceed rates established by the District.
 - iii. Third party custom application travel time will not be cost shared or considered part of the approved treatment.
6. Evaluate the integrated management program for effectiveness.
7. Release to third parties the Landowner's private geospatial data only with written permission of Landowner.
8. The District shall provide the landowner an opportunity to request mediation through W.S. 11-41-108 prior to the cancelation or major adjustments of this agreement.

B. Landowner Responsibilities:

1. Agrees that their lands be included in the special management zone including State land leases.
2. Agrees to cooperate with the District to implement and execute the integrated management system on their lands and State land leases.
3. Contribute 20% of the cost of the approved treatment program and any additional costs as outlined in (District Responsibilities),(A),(5),(ii), and (iii) above.
4. Maintain control of infestations at or below the density of the original infestation.
5. After notification by District staff, grant access to lands included in the Special Management Zone for the purposes of surveying, treating and monitoring weed control activities for effectiveness.
6. Landowner shall notify the District of any other entity or Governmental agency cost-share on any acre of treatment related to the special management program.

C. Both parties agree that:

1. Landowner may carry out the recommended treatment programs privately or hire the work to be completed.
 - i. Approved projects will be limited to range, pasture, grasses grown for hay, and non-cropland sites.
 - ii. Only District approved herbicides will be eligible.
 - iii. Third party custom applications must be pre-approved by the District annually.
 - iv. Third party custom applicators must be Wyoming certified commercial applicators.
2. Reimbursement for the treatment program will be pre-determined by the District in consultation with the Landowner.
 - i. Prior to payment for third party custom applications, Landowner shall;

Landowner Initials_____

1. Provide commercial applicator treatment records as described in Chapter 28, Section 14 of the Wyoming Applicator Certification Rules and Regulations.
2. Provide maps of treatment locations.
3. Allow post treatment inspection by Fremont County Weed and Pest personnel.
3. Access to lands included in the Special Management Zone for the surveying, treating, and monitoring of weed control activities for effectiveness will be agreed upon to minimize any disruptions to Landowner's operations or resource damage.
4. New participants' names will be published in a local newspaper of general circulation within the county.
5. Annual program review and evaluation will be completed prior to finalizing next seasons work plan.
6. The Special Management Program may be modified by a majority vote of the Fremont County Weed and Pest Board of Directors at any regular or special meeting.

Compliance:

- A. Both parties agree to comply with all state, federal, local laws, rules, regulations and license requirements in performance of this agreement.
- B. Indebtedness may be collected as provided by W.S. 11-5-107(c).

B. Management Criteria

"Integrated management system" means the planning and implementation of a coordinated program utilizing all proven methods for containing and controlling undesirable plants, including but not limited to education, preventive measures, physical methods, biological agents, pesticide methods, cultural methods and management.

A successful integrated management system has a foundation of four components: prevention, detection, control and reclamation. Consideration of the following criteria will be part of the integrated management system for the management of leafy spurge and Russian knapweed in the Individual Landowner Special Management Zones:

Prevention

Prevention is concerned with measures taken to prevent the introduction, establishment and spread of leafy spurge and Russian knapweed to areas not currently infested. Examples of preventive weed control include the restriction of livestock grazing among mature leafy spurge and Russian knapweed, using infested forage only on fields where it is harvested, chemically treating to prevent seed movement from an infested site, and feeding weed-free forage on clean fields.

Detection

Detection means to look for and record all small infestations so that they can be treated before they have a chance to become established and spread.

Control

1. Biological: the use of natural enemies for control of specific weed species.
2. Chemical: broadcast or spot treatments with effective herbicides.
3. Mechanical: hand pulling, mowing or digging.
4. Cultural: competitive vegetation, irrigation, grazing.

Reclamation

The establishment of competitive desirable vegetation as the dominant vegetation cover, improving productivity for land-use practices and reducing the need for herbicide use in future years.

C. Material and Methods

Selection of materials and methods for the Special Management program is based upon the best available scientific facts, current technology and economic considerations.

Landowner Initials_____

D. Funding

Programs under this article shall be funded as follows:

1. Landowners shall contribute to the cost of the treatment program on their land as determined by the District board not to exceed 20% of the total cost.
2. The District shall contribute to the cost of the treatment program within the limitations established by the District Board and funds available under W.S. 11-5-301 through 303.
3. State and federal agencies owning lands or administering lands, which are untaxed for the purposes of this act (W.S. 11-5-301 through 11-5-303), shall contribute the total cost of the treatment program on those lands.

E. Evaluation and Monitoring

A systematic method will be used to determine the effectiveness of the integrated management system, modify its elements where necessary and to ensure its stability over time.

F. General Provisions

Amendments

Either party may request changes to this agreement. Any changes, modifications, revisions or amendments to this agreement which are mutually agreed upon by the parties shall be reduced to writing, signed by both parties and attached to the original contract.

Applicable Law

The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this agreement. The courts of the State of Wyoming shall have jurisdiction over any actions arising out of this agreement and other parties, and the venue shall be the Ninth Judicial District, Fremont County, Wyoming.

Availability of Funds

Each payment obligation of either party is conditioned upon the availability of government funds, which are appropriated for the payment of this obligation. If funds are not available for the continuance of the services performed by either party, either party may terminate the contract at the end of the period for which funds are available. Each party shall notify the other party at the earliest possible time if the services will or may be affected by a shortage of funds. No penalty shall accrue to either party in event this provision is exercised. Neither party shall be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be constructed to permit either party to terminate this contract in order to acquire similar services from another party.

Entirety of Agreement

This agreement consisting of five (5) pages represents the entire and integrated Agreement between parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

Sovereign Immunity

Fremont County Weed and Pest Control District does not waive any protections provided by law of sovereign immunity and limits of liability extended by the Wyoming Governmental Claims Act.

Severability

Should any portion of this contract be judicially determined to be illegal or unenforceable, the remainder of the contract shall continue in full force and effect.

Agreement approved by:

Landowner Initials_____

Landowner Printed Name

Landowner Signature

Date

Authorized Agent, Fremont County Weed and Pest

Date

Contract #_____

Landowner Initials_____