

UPPER ARKANSAS **COOPERATIVE WEED MANAGEMENT AREA**

STANDARD OPERATING PROCEDURES **AND** **AGREEMENT FOR MANAGING NOXIOUS WEEDS**

NAME AND ESTABLISHMENT

The name of this organization is **UPPER ARKANSAS COOPERATIVE WEED MANAGEMENT AREA**, hereafter referred to as the "Upper Arkansas CWMA". The Upper Arkansas Cooperative Weed Management Area was established in 1998.

PURPOSE

The purpose of this organization is to form partnerships in order to raise awareness of noxious weeds through education and to identify, contain, and control the spread of noxious weeds throughout the upper Arkansas River watershed region. This Agreement is made and entered into by and between the entities listed in the section entitled "Cooperator Signatures and Summary of Cooperating Entities" to provide procedures and direction for the control of declared noxious weed species on lands within the upper Arkansas River watershed region, including, but not limited to, the nine (9) counties of Chaffee, Custer, El Paso, Fremont, Huerfano, Lake, Park, Pueblo, and Teller.

MUTUAL BENEFITS

This Agreement will provide an efficient means of handling, controlling, and communicating about noxious weed management in the upper Arkansas River watershed region. The named cooperating entities have noxious weed control responsibilities and interests on adjacent and commingled lands in the Upper Arkansas CWMA. Each of the signed cooperating entities has access to financial resources for the management of noxious weeds and/or maintains equipment and personnel for the purpose of controlling noxious weeds within its own jurisdiction. Uncontrolled weed populations in neighboring jurisdictions greatly affect the ability of land managers to control weeds on lands they administer. The signed cooperators desire to come together in a formal manner and promote an integrated weed management program throughout the Upper Arkansas CWMA including the sharing of concerns, knowledge, and resources and the coordination of weed management methods and control efforts.

All entities will benefit from a coordinated effort in controlling noxious weeds regionally through integrated weed management. The public will benefit from the control and/or

elimination of noxious weeds by avoiding the negative impacts of these undesirable plants on the economy and to natural resources. Furthermore, this Agreement advances compliance with pertinent federal and state laws regarding noxious weeds. The Upper Arkansas CWMA will facilitate the necessary communication, cooperation, and coordination among all land managers and landowners to identify and manage noxious weed species within the upper Arkansas River watershed region.

MISSION STATEMENT

The mission of the Upper Arkansas CWMA is to develop and implement a coordinated strategic weed management plan involving a partnership between counties and associated municipalities, state and federal agencies, and private citizens and organizations to implement an integrated weed management effort using all available methods and to coordinate, prioritize, and direct the efficient use of resources to protect, manage, and enhance plant and animal communities.

NOXIOUS WEED DESIGNATION

The *Rules Pertaining to the Administration and Enforcement of the Colorado Noxious Weed Act* (8 CCR 1203-19) identifies and prioritizes state noxious weed species. The Upper Arkansas CWMA will act in accordance with state law when identifying priority noxious weed species for control within the upper Arkansas River watershed region.

MEMBERSHIP

- 1) Membership in the Upper Arkansas CWMA is open to government and non-government individuals and entities located within or having interests in any or all of the counties of Chaffee, Custer, El Paso, Fremont, Huerfano, Lake, Park, Pueblo, and Teller. The Upper Arkansas CWMA will not limit the number of members in this organization.
- 2) Membership will consist of signed cooperators (signatories of this Agreement) and sustaining partners (private individuals or organizations that have vested interests in the Upper Arkansas CWMA and, although not signatories of this Agreement, provide significant additional resources to integrated weed management in the Upper Arkansas CWMA).
- 3) Membership in the Upper Arkansas CWMA is voluntary and will not have an expiration date. No membership dues will be assessed.

STEERING COMMITTEE AND OFFICERS

- 1) A Steering Committee will be comprised of signed cooperators and sustaining partners. Any member may serve on the Steering Committee and hold office. Participation on the Steering Committee will be voluntary.
- 2) From the Steering Committee, a Chairperson, Vice-Chairperson, and Recorder, will be designated. The Chairperson, Vice-Chairperson, and Recorder will be elected by majority vote at the first Steering Committee meeting of the calendar year. Terms of office will be for

one year, effective immediately upon appointment. If the office of the Chairperson is vacated for any reason, the Vice-Chairperson will assume the duties of Chairperson for the balance of the term. All other vacancies will be filled by a majority vote of members present at a regular meeting.

MEETINGS

- 1) Regular Steering Committee meetings will be held as deemed necessary by the Chairperson or Steering Committee majority, with a prior prepared agenda and purpose. Any member may bring topics forward to the Steering Committee to be added to a meeting agenda. Meeting announcements that include time, place, and agenda will be distributed at least two weeks prior to the meeting.
- 2) Committees may be formed at the discretion of the Chairperson.
- 3) An annual conference will be held each year in November.

STEERING COMMITTEE DUTIES

The Upper Arkansas CWMA Steering Committee will:

- 1) Develop and maintain a noxious weed strategic management plan that defines long term Upper Arkansas CWMA objectives.
- 2) Render decisions and guide the Upper Arkansas CWMA activities in accordance with this Agreement and the Strategic Management Plan.
- 3) Develop the Upper Arkansas CWMA annual work plans and meet to develop and implement its activities.
- 4) Identify sources of funding and resources for noxious weed management.
- 5) Identify and prioritize noxious weed species and project areas within the Upper Arkansas CWMA and coordinate weed control efforts between appropriate entities.
- 6) Develop, promote, and implement an integrated management system for target weed species using all available methods, including consideration of: the most efficient and effective method of preventing, detecting, removing, containing or controlling noxious weed species; scientific evidence and current technology; the physiology and habitat of a plant species; the economic, social, and ecological consequences of implementing the program; economic considerations; and environmental considerations.
- 7) Generate annual reports of the Upper Arkansas CWMA accomplishments.

STRATEGIC MANAGEMENT PLAN

The Upper Arkansas CWMA Strategic Management Plan will be kept as a separate dynamic document that addresses strategic issues, goals, objectives, and tasks.

ANNUAL WORK PLAN

On or before March 1st of each year, the Upper Arkansas CWMA Steering Committee will meet for the purpose of preparing an Annual Work Plan. The Annual Work Plan will identify work to be accomplished, work schedules, roles and responsibilities, etc. Each cooperating entity will designate a project coordinator in the Annual Work Plan.

COOPERATIVE SUPPORT

This Agreement is unfunded. When funding is provided to individual entities, it will be from collaboratively obtained monies (grants and other sources) and in accordance with agreed upon terms. Entities will be expected to provide available resources in order to reach agreed upon cross-jurisdictional weed management goals. Such resources include, but are not limited to, funds, personnel, equipment, materials, and vehicles.

PROPERTY MANAGEMENT AND DISTRIBUTION

Title to equipment and/or supplies acquired by the Upper Arkansas CWMA under this Agreement will vest in the Upper Arkansas CWMA upon acquisition. The Cooperative will be responsible for repair and maintenance of shared equipment.

FINANCIAL ENTITY

The Custer County Conservation District will serve as the fund manager of all incoming funds (from grants and other sources) received by the Upper Arkansas CWMA until the funds are dispersed to the individual entities in accordance with previously agreed upon terms.

GENERAL PROVISIONS

- 1) It is recognized that each cooperator has primary responsibility to its own governing body and lands under its jurisdiction. It is agreed to provide resources to each other as legal authorities may permit.
- 2) All cooperators will be responsible and accountable for their own funds, equipment, and personnel.
- 3) This Agreement in no way restricts cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.

MODIFICATIONS AND AMENDMENTS

Changes to this document may be proposed by any member or cooperating entity. This document may be altered or amended by a majority of the signed cooperators, or representatives thereof, present at a regular meeting, if due notice of changes is followed, including the issuance of a written modification to all signed cooperators, prior to any changes being performed.

TERMS OF AGREEMENT

- 1) The cooperator has the legal authority to enter into this Agreement.
- 2) This Agreement is effective for five (5) years, through December 31, 2019, at which time it is subject to renewal or expiration.
- 3) Cooperators, by written modification to this Agreement, may extend the term for subsequent performance periods not to exceed a total duration of five years from the expiration date of this Agreement, including the subsequent performance periods.
- 4) Any cooperating entity may terminate this Agreement at any time before the date of expiration by providing 30 days written notice of such termination to the other cooperating entities.

SIGNATURES OF COOPERATING ENTITIES

Attached at the end of this document are pages are entitled "Agreement to Collaborate in the Upper Arkansas Cooperative Weed Management Area". On these subsequent pages (one entity per page), each entity will acknowledge their agreement to collaborate in the Upper Arkansas CWMA. All original cooperator signature sheets are to be kept collectively with the original Agreement by the Upper Arkansas CWMA.