AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Consent 11 - Intergovernmental Agreement Regarding Undesirable Plant Management; Gunnison, Saguache and Hinsdale Counties; Towns of Crested Butte, Mt. Crested Butte and Pitkin; and City of Gunnison; 1/1/15 thru 12/31/15

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: IGA between numerous local government agencies

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:
This is the annual IGA between Gunnison County and municipal and county cooperators for whom the Gunnison County Weed Management Program provides noxious weed control services.

Fiscal Impact: $100/hr income for services provided to cooperators

Submitted by: Jon Mugglestone **Submitter's Email Address:** jmugglestone@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Renewal of annual agreement. This is included in the current County Budget.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 2/23/2015

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 2/24/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 2/25/2015

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 3/3/2015 Follow Up Agenda Date:

Revised April 2013

INTERGOVERNMENTAL AGREEMENT
REGARDING UNDESIRABLE PLANT MANAGEMENT

THIS AGREEMENT, made and entered this ____ day of _____, 2015, by and among the Board of County Commissioners of Gunnison County ("Gunnison County"), the Board of County Commissioners of Saguache County ("Saguache County"), the Board of County Commissioners of Hinsdale County ("Hinsdale County"), the Town of Crested Butte, the Town of Mt. Crested Butte, City of Gunnison, and the Town of Pitkin all of which are either a County, or a statutory or home rule city, or a statutory town or home rule town, or a territorial charter municipality, and all of which are organized under and by virtue of the laws of the State of Colorado,

WITNESSETH:

WHEREAS, each of the party counties is obligated pursuant to C.R.S. 35-5.5-101 *et seq.* (hereinafter referred to as the "Act") to adopt no later than January 1, 1992, an undesirable plant management plan for all of the unincorporated lands within the respective counties; and

WHEREAS, each of the party cities and towns is obligated pursuant to the Act to adopt no later than January 1, 1992, an undesirable plant management plan for all lands within the territorial limits of the respective municipalities; and

WHEREAS, each of the parties has other specified powers, authorities and obligations pursuant to the Act including but not limited to formation of undesirable plant management advisory commissions; and

WHEREAS, pursuant to C.R.S. 29-1-201 *et seq.*, and C.R.S. 29-20-101 *et seq.*, C.R.S. 35-5.5-105(3) and C.R.S. 35-5.5-106(3), each of the parties herein may cooperate with another party herein or other parties herein for the exercise or satisfaction of any or all of the powers, authorities and obligations granted or imposed by C.R.S. 35-5.5-101 *et seq.*; and

WHEREAS, it is to the mutual advantage and benefit of the parties hereto that the parties agree to cooperate among themselves for the exercise or satisfaction of any or all of the powers, authorities and obligations imposed by the Act;

NOW, THEREFORE, in consideration of their mutual covenants, the parties agree as follows:

1. This Intergovernmental Agreement shall be applied by the parties to and shall be used by the parties for the management of undesirable plants within the entirety of the Gunnison River Basin Watershed as follows:

2. a. Each of the parties hereby jointly and severally appoints the Gunnison Watershed Weed Commission, aka Gunnison Basin Weed Commission (hereinafter referred to as the "Commission") as the Commission required by the Act for the Gunnison River Basin Watershed.

b. Each of the parties hereby jointly and severally appoints the Board of County Commissioners of Gunnison County as the local authority required by the Act for the Gunnison River Basin Watershed.

c. The membership of the Commission shall be:

(i) Lorraine Rup (Gunnison County Representative);
(ii) Erika Vohmann (Gunnison County Representative);
(iii) _____ (Vacancy, appointed by Gunnison County);
(iv) _____ (Vacancy, appointed by Gunnison County);
(v) Edna Mason (Hinsdale County Representative);
(vi) Randy Arredondo (Saguache County Representative);
(vii) Ex-officio Representatives from:
Bureau of Land Management, US Forest Service, Natural Resource Conservation Service, National Park Service, City of Gunnison, Town of Mt. Crested Butte, Town of Crested Butte, Gunnison County Extension, and Colorado Department of Transportation.

Each Gunnison County representative may be succeeded by a Gunnison County representative; the Saguache County representative and the Hinsdale County representative may be succeeded by a representative from their respective county.

In the case of a tie vote, the issue shall be decided by the Board of County Commissioners of Gunnison County.

d. The Commission shall elect a Chairman and Secretary. A majority of the members of the Commission shall constitute a quorum for the conduct of business.

e. The Commission shall have all of the powers and duties specified in C.R.S. 35-5.5-107(4)(a), (b) and (c).

f. The Commission shall consult with and report to each of the parties regarding the annual budget required to perform this Intergovernmental Agreement, the management plan, management criteria, management practice and any other major decision or recommendation of the Commission. Such consultation and reporting shall not necessarily be in person but may be in writing or by telephone.

3. The parties hereto authorize Gunnison County to be the sole and final authority to approve, modify and supervise the day-to-day conduct and provision of services required by this Intergovernmental Agreement including, but not limited to, the authority to select, contract with, and compensate the personnel, including administrative personnel, public or private, who shall perform the work necessary to accomplish the ends of the Act. Each of the parties expressly authorizes Gunnison County to enter into such contracts and provide such compensation on behalf of that respective party providing that such actions do not require expenditures exceeding the annual budget.

4. Gunnison County will furnish to each of the parties an annual report of activities, costs and expenses of personnel, including administrative personnel, who perform the work necessary to accomplish the ends of the Act.

5. Gunnison County will charge a rate of $100/hour for noxious weed management, including all associated labor, equipment, materials, and administration. Each of the parties agrees to pay or to reimburse Gunnison County, no later than December 31, 2015, for a share of such activities, costs and expenses as follows:

Hinsdale County -	$	1,600.00 (16 hours)
Saguache County -	$	2,000.00 (20 hours)
Town of Crested Butte -	$	1,800.00 (18 hours)
Town of Mt. Crested Butte -	$	2,400.00 (24 hours)
City of Gunnison -	$	1,200.00 (12 hours)
Town of Pitkin -	$	300.00 (3 hours)

Each party shall be solely responsible for all additional costs required for control of undesirable plants pursuant to C.R.S. 35-5.5-109 within the jurisdiction of that party. If scheduling allows, Gunnison County may be available for weed management work, in addition to the hours listed above, at the same hourly rate.

Payments to Gunnison County shall be in the form acceptable to Gunnison County.

6. No provision of this Agreement is or shall be construed to be a waiver of sovereign immunity pursuant to C.R.S. 24-10-104. Each party hereto shall be responsible to defend itself, at its sole cost, in any action or claim arising from or under any activity pursuant to this Agreement. Neither Gunnison County nor any of its officers, employees or agents shall have any liability whatsoever under this Agreement different in any kind or nature whatsoever than any other party or officer, employee or agent of any other party.

7. The term of this Agreement shall be from January 1, 2015 through December 31, 2015. Any party may terminate its participation in this Agreement upon ninety (90) days written notice, by certified mail, to each of the other participating parties. Such termination shall require a cessation of activity under this Agreement within the jurisdiction of the terminating party but shall not require, in any circumstance, a return or reimbursement to the terminating party of moneys already paid pursuant to paragraph 5 above.

8. This Agreement may be signed in a series of originals; that is, not all of the parties are required to sign a single original. This Agreement becomes effective to a particular party upon its signature to an original.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF HINSDALE COUNTY

_____
Chairperson

ATTEST:

_____
Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF SAGUACHE COUNTY

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

TOWN OF CRESTED BUTTE

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

TOWN OF MT. CRESTED BUTTE

_____
Chairperson

ATTEST:

_____
Town Clerk

Date: _____

CITY OF GUNNISON

_____
Chairperson

ATTEST:

_____
City Clerk

Date: _____

TOWN OF PITKIN

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____