AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Consulting Agreement; Cochran Fish and Wildlife Consulting, LLC

Action Requested: Motion

Parties to the Agreement: Gunnison County / Cochran Fish & Wildlife Consulting, LLC

Term Begins: 1/1/2014 **Term Ends:** 12/31/2014 **Grant Contract #:**

Summary:
Annual contract for Jim Cochran's services. This annual contract includes an increase of $4,000, compared to prior years, as compensation for increased workload.

Fiscal Impact: $84,000

Submitted by: Katherine Haase **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

This agreement is consistent with the amount loaded in the 2014 budget. The primary source of funding is the Sage Grouse Trust Fund, and depending upon the Federal listing decision, the rate of the use of these funds is unsustainable long term.

Reviewed by: GUNCOUNTY1\BCOWAN Discharge Date: 11/5/2013

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

Comments:

Reviewed by: GUNCOUNTY1\ATREZISE Discharge Date: 11/4/2013 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\MBIRNIE Discharge Date: 11/8/2013

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

Agenda Date: 11/19/2013 Follow Up Agenda Date:

Revised April 2013

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") made effective January 1, 2014 is by and between the Board of Commissioners of the County of Gunnison, Colorado ("Gunnison County") and Cochran Fish and Wildlife Consulting LLC, a Colorado limited liability company ("Consultant"), and witnesses:

RECITALS

Consultant desires to provide to Gunnison County the professional consulting services of James O. Cochran regarding wildlife species conservation matters as identified herein; Gunnison County desires to engage Consultant to provide such services according to this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

I. SCOPE OF SERVICES.

Consultant shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the work as more specifically set forth in the Scope of Work, attached hereto and incorporated herein as Exhibit A ("Scope of Work") according to the *Action Plan and Goals* (BoCC 2005, 2009), the Gunnison Basin Sage-grouse Strategic Plan (BoCC 2009) and the *Gunnison County Sage-grouse Conservation Action Plan (BoCC 2009)*, together referred to as "Services". All Services shall be performed in a professional, timely and complete manner by James O. Cochran and in accordance with generally accepted standards for James O. Cochran's profession and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Consultant acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with other providers able to furnish the same or similar services, as it deems appropriate to do so.

II. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2014, unless sooner terminated as provided herein.

III. COMPENSATION, BONUS AND EXPENSES.

In exchange for Consultant's performance of the Services, during the term of this Agreement, Gunnison County shall pay Consultant $7,000.00 monthly (the "Compensation"); the Compensation shall be paid on or before the last day of the current month; the first payment shall be made in January, 2014.

The Compensation is intended to be full and complete payment to Consultant for performance of the Services; no other compensation, payment or benefit of any kind shall

be due or paid by Gunnison County to Consultant. Notwithstanding the above, Consultant shall be reimbursed for reasonable and typical out-of-pocket traveling expenses, including but not limited to mileage, airline travel, hotel and meals, provided such are directly associated with performance of the Services and, provided further, that such expenses are incurred and submitted according to Gunnison County's standard policies and rates. Mileage shall not be paid for Consultant's travel to and from home to and from the office in Gunnison. Consultant shall not exceed the annual line-item budget amounts in the Wildlife Species Conservation program budget without approval of the Board of County Commissioners or its designee.

IV. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its designation of appropriate areas for Gunnison Sage-grouse habitat protection, as well as industrial and commercial development, strategy as outlined in the Gunnison County Strategic Plan.

V. INSURANCE.

Consultant agrees that at all times during the Term of this Agreement, Consultant shall carry and maintain, in full force and effect and at Consultant's sole cost and expense, comprehensive automobile liability insurance on all vehicles used in the Services, in an amount of no less than $990,000 combined single limits for bodily injury and property damage, per occurrence, naming the Gunnison County as an additional insured. Consultant agrees to provide Gunnison County with a certificate of insurance evidencing the policy listed above within two (2) weeks of execution of this Agreement.

VI. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Consultant shall be entitled to compensation for Services performed prior to the date of termination, provided such Services are reasonably satisfactory to the Gunnison County. Upon termination or at the end of the term of this Agreement, Contractor shall forthwith provide to the Board all documents and other property used or generated as a result of this Agreement.

VII. DELEGATION AND ASSIGNMENT.

(a) This is a personal services contract with Consultant and, therefore, Consultant shall not delegate or assign duties under this Agreement except to James O. Cochran without the prior written consent of Gunnison County or its designee.

(b) The terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

VIII. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

If to Gunnison County:
County Manager
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230

With a copy to:
Board of County Commissioners
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230

If to Consultant:
James O. Cochran
Cochran Fish & Wildlife Consulting LLC
23825 Hwy 149
Powderhorn, CO 81243

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

IX. STATUS OF CONSULTANT.

(a) It is the intention of Gunnison County and the Consultant that Consultant and James O. Cochran personally shall be a public employee and entitled to all of the protection and benefits of a public employee of Gunnison County pursuant to the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et. seq., for all work performed pursuant to this Agreement.

(b) Notwithstanding anything in Section VIII(a), Consultant acknowledges and agrees that neither Consultant nor James O. Cochran is entitled to: (i) unemployment insurance benefits; or (ii) workers compensation coverage; or (iii) any other benefit not specifically identified in this Agreement, from Gunnison County; or (iv) the provisions of the Gunnison County Personnel Policy. Further, consultant is obligated to pay federal and state income tax on any and all moneys paid to it related to the services.

X. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

XI. MISCELLANEOUS.

(a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

(b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

XII. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys fees.

XIII. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the state District Court governing Gunnison, Colorado.

XIV. COUNTERPARTS; FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which my contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

IN WITNESS WHEREOF**,** the parties have executed this Agreement as of the date set forth below to be effective as of the date first above written. Cochran Fish & Wildlife Consulting LLC an LLC by James O. Cochran, an individual.

CONSULTANT	BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
By: _____ James O. Cochran Cochran Fish and Wildlife Consulting LLC	By: _____ Matthew Birnie, County Manager
Date: _____	Date: _____
	ATTEST: _____ Deputy Clerk

EXHIBIT A

Wildlife Conservation Coordinator
Scope of Work

General Conditions:

1. The Action Plan and Goals adopted by the Board of County Commissioners (Board) of Gunnison County, as amended on February 17, 2009, shall provide overall guidance and govern all actions of the Coordinator with regards to Gunnison Sage-grouse. Guidance shall also be provided by the *Gunnison Basin Sage-grouse Strategic Plan* as adopted by the Board on February 17, 2009 and the associated *Gunnison County Sage-grouse Conservation Action Plan* as adopted by the Board on October 20, 2009 and as may be periodically amended by the Board. Program direction for other species, including but not limited to the Gunnison's Prairie Dog, will be developed in consultation with the Board as the situations evolve.

2. The Coordinator shall establish and maintain an office, provided by the County, in Gunnison, Colorado. Coordinator shall establish a regular schedule for normal business hours at this office to include not less than two (2) regular business days per week. The Coordinator may work other office hours as necessary to accomplish the work of this position. The regular schedule of business hours at the office may be adjusted as necessary by the Coordinator to allow for scheduled absences, County holidays, illness, weather and/or events beyond the control of the Coordinator.

3. The Coordinator shall maintain an office at 23825 HWY 149, Powderhorn, Colorado, for the conduct of the work of this position not requiring his immediate physical presence, notwithstanding the requirements of Condition 2.

4. This Scope of Work shall be reviewed annually and amended as determined by the Board.

Work Plan:

<u>Gunnison Sage-grouse</u>

1. Coordinate The Sage-Grouse Strategic Committee, including consultation with Board about:
    a. Committee members and alternates as necessary to insure continuity of the Committee
    b. Facilitate implementation of the Gunnison County Sage-grouse Conservation Action Plan.

2. Facilitate Execution Of The CCAA
    a. Implementation (CDOW)
    b. Acceptance by landowners
        ii. Practicality of CI's - actual operations
        iii. Assistance with negotiations (if requested by landowner and/or DOW)

c. Facilitate participation of Gunnison County in the CDOW CCAA program as directed by the Board
d. Extension of concept onto Federal lands

Facilitate development of a Candidate Conservation Agreement between the Bureau of Land Management, grazing permittees, USFWS and other entities as appropriate.

3. Establish and maintain a positive working relationship with agencies and interested entities - meet with boards, leadership or lead representatives at both local, state, regional and if necessary, national levels. Act as the County liaison on sage-grouse issues.
    a. USFWS
    b. DOW
    c. BLM
    d. USFS
    e. NRCS
    f. Western State College
    g. HCCA
    h. Gunnison County Stockgrowers= Association
    i. Development community
    j. County Sage-grouse Mitigation Committee
    k. Other Counties and associated Committees and Working Groups, including San Miguel and Saguache Counties.
    l. Others

4. Monitor Federal listing process
    a. Current status
    b. Information needs
    c. How the County can work in a positive manner to preclude the need for listing while still benefiting the sage-grouse and its habitat
    d. Provide formal comments for the County when required and appropriate

5. LUR and other local planning processes
    a. Continue periodic review of the LUR for sage-grouse issues that need to be addressed through an amendment process
    b. Work with USFWS to identify elements of concern within the current LUR
    c. Continue to involve the public throughout this process
    d. Implement the Sage-grouse related provisions of the LUR as permanently amended in 2007 and as may be amended by the Board in the future.
    e. Work with municipalities on possible impacts to Sage-grouse habitat caused by proposed land use changes

6. Assist With Renewal Or Amendment Of Federal Grazing Permits
    a. Permits up for review prior to proposed listing decision
    b. Permits up for review during a proposed listing review process
    c. Assist in establishing standards, protocol and procedures for grazing permit review, amendment and renewal if listing should occur

7. Continue to work toward developing strategies and a plan for “life after listing”
    a. Habitat Conservation Plan
    b. Federal permit issues
    c. CCAA transition
    d. CCA Development and Implementation
    e. Recovery Plan

8. Develop programmatic and project funding sources – identify needs, develop budgets and pursue options
    a. Existing
    b. New
    c. Work with County staff and the Board to develop a programmatic fee structure for Sage-grouse related land use reviews
    d. Congressional
    e. Legislative

9. Public Information and Education
    a. Work with BLM and other agencies’ public relations groups to develop and disseminate press releases and other communications which contain factual information
    b. Continue to update the sub-page on the County’s website to respond to frequently asked questions regarding Gunnison sage-grouse issues, with links to the DOW, BLM, USFS, NRCS and HCCA websites.
    c. Work with the Strategic Committee Information and Education Subcommittee to increase public awareness of sage-grouse issues.

<u>Gunnison’s Prairie Dog</u>

1. Establish and maintain a positive working relationship with agencies and interested entities - meet with boards, leadership or lead representatives at both local, state, regional and if necessary, national levels. Act as the County liaison on Gunnison’s Prairie Dog issues.

2. Develop a program to address issues presented by the possible listing of this species under the Endangered Species Act (ESA) to minimize the impacts of a listing on Gunnison County residents and visitors while working to ensure the continued conservation of the species.

3. Provide wildlife related expertise to the Board and staff as appropriate.

<u>Other Wildlife Species</u>

1. Provide expertise to the Board and County staff on wildlife related issues.

2. Act as the County liaison with other agencies and groups to ensure that Gunnison County is informed and represented when wildlife related issues arise that may impact Gunnison County, its residents and visitors.