AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Consulting Agreement; Cochran Fish and Wildlife Co

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC and Cochran Fish and Wildlife Consulting, LLC

Term Begins: 1/1/16 **Term Ends:** 12/30/2016 **Grant Contract #:**

Summary:

Attached please find the Consulting Agreement with Cochran Fish & Wildlife.

Fiscal Impact:

Submitted by: Office of the County Attorney **Submitter's Email Address:** rmagruder@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, discussed during budget process for 2016

Reviewed by: Discharge Date:

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

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/10/2015

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

Agenda Date: 12/15/2015

Revised April 2015

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is entered into this 15th day of December, 2015, by and between the Board of Commissioners of the County of Gunnison, Colorado whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Gunnison County") and Cochran Fish and Wildlife Consulting LLC, a Colorado limited liability company whose address is 23825 Hwy 149, Powderhorn, CO 81243 ("Consultant").

RECITALS

Consultant desires to provide to Gunnison County the professional consulting services of Consultant regarding Gunnison Sage-grouse conservation matters as identified herein; and

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" ("Services").

All Services shall be performed in a professional, timely and complete manner by Consultant and in accordance with generally accepted standards for Consultant'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.

No Services shall be performed except with the authorization of David Baumgarten for Services pertaining to litigation support and administrative proceedings; Russ Forrest for Services pertaining to land use change applications and permits; and Matthew Birnie for Services involving any other matter.

II. TERM.

The term of this Agreement shall commence on January 1, 2016 and shall terminate on December 31, 2016, unless sooner terminated or amended 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 Ninety and No/100 U.S. Dollars per hour ($90.00/hour); Sixty and No/100 U.S. Dollars per hour ($60.00/hour) for travel time portal to portal; $0.56 or current IRS mileage rate/mile for travel from and return to the Consultant's place of business at 23825 State Hwy 149 to the designated place of work as specified by Gunnison County. Billing to Gunnison County shall be submitted according to Gunnison County's standard policies for Consultants.

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.

During the Term of this Agreement no Services shall be performed in excess of compensation in the amount of Seventy Thousand and No/100 U.S. Dollars ($70,000.00) except with the authorization of Matthew Birnie, County Manager.

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.

IV. 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 Gunnison County. Upon termination or at the end of the term of this Agreement, Consultant shall forthwith provide to the Board all documents and other property used or generated as a result of this Agreement.

V. 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 Consultant 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.

VI. 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:

Gunnison County:	Matthew Birnie Gunnison County Manager 200 E. Virginia Gunnison, CO 81230
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.

VII. STATUS OF CONSULTANT.

(a) It is the intention of Gunnison County and the Consultant that, for the purposes of Services performed pursuant to this Agreement, Consultant and James O. Cochran personally shall be considered to 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 it related to the service.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF GUNNISON, COLORADO

By: _____
Paula Swenson, Chairperson

ATTEST:

_____
Deputy Clerk

COCHRAN FISH AND WILDLIFE
CONSULTING, L.L.C., a Colorado limited liability company

By: _____
James O. Cochran, Member

EXHIBIT "A"

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 Consultant 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 Consultant 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.

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

4. Facilitate Administration of the Candidate Conservation Agreement with Assurances (CCAA).

    a. Implementation (Colorado Parks and Wildlife - CPW)
    b. Acceptance by landowners
        ii. Practicality of CI's - actual operations
        iii. Assistance with negotiations (if requested by landowner and/or CPW)
    c. Facilitate participation of Gunnison County in the CPW CCAA program as directed by the Board
    d. Extension of concept onto Federal lands
        Facilitate administration of a Candidate Conservation Agreement (CCA) between the Bureau of Land Management, the United States Forest Service, grazing permittees, USFWS and other entities as appropriate.

5. 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. County Coalition for the Gunnison Sage-grouse
m. Others

6. Monitor Federal listing of the Gunnison sage-grouse.

   a. Current status
   b. Information needs
   c. How the County can work in a positive manner to avoid/minimize impacts to of a listing on Gunnison County and its constituents while still benefiting the sage-grouse and its habitat
   d. Provide formal comments/recommendations to the BoCC/County staff when required and appropriate

7. 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. Continue to involve the public throughout this process
   c. Implement the Sage-grouse related provisions of the LUR as amended in 2013 and as may be amended by the Board in the future
   d. Work with municipalities on possible impacts to Sage-grouse habitat caused by proposed land use changes

8. 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

9. Work to develop strategies and a plan for “life after listing”.

   a. Work with the USFWS to develop a project screening tool to minimize the number of private-land projects the USFWS requires review for approval, post-listing.

b. Habitat Conservation Plan
c. Federal permit issues
d. CCAA implementation
e. CCA implementation
f. Recovery Plan

10. Develop programmatic and project funding sources – identify needs, develop budgets and pursue options.

    a. Existing
    b. New
    c. Congressional
    d. Legislative

11. 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.

12. Litigation

    Work with the Gunnison County Board of County Commissioners and Gunnison County Attorney to provide biological and strategic input, direction and advice, to include written work products, in the Gunnison Sage-grouse litigation cases.

13. U.S. Department of Interior, Bureau of Land Management Gunnison Sage-Grouse Environmental Impact Statement/Rangewide Resource Management Plan Amendment

    Review, analyze and provide input, direction and advice, to include written work products, including comments by Gunnison County to the U.S. Department of Interior, Bureau of Land Management in its development of the RMPA/EIS for the Gunnison Sage-grouse.

<u>Other Wildlife Species</u>

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