AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Gunnison County Legal Instrument # _____

Date of Request: 3/13/2013 **Contractual Deadline:** **Received in Administration:** 3/13/2013 BL

Desired Agenda Date: **3/19/2013** **Amount of Discussion Time Desired:**

Action Requested: Review & Approve for BOCC Signature

Parties to the Agreement: BOCC & the the Gunnison County Weed District

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

Summary: 2013 IGA regarding undesirable Plant Management

Recommendation: Approve & Sign

Fiscal Impact:

Submitted by: Admin **Return To:** Gunnison County Weed District

Finance Department Review: ● Required ○ Not Required

Comments:

Amounts in agreements match 2013 budget.

L Wienke 3/13/13

Signature Discharge Date

County Attorney Review: ● Required ○ Not Required

Comments:

OK 3/15/13

RECEIVED MAR 14 2013 COUNTY ATTORNEY

Certificate of Insurance Required

Yes ____ No X Initials

Signature Discharge Date

Returned to Administration: 3/15/13 **Original Returned:**

County Manager Approval:

MB 3-15-13

Signature 3/19/13 Date

☒ Consent Agenda ○ Regular Agenda Time Allotted: 9

Revised July 2010

Received
County Adminstration
3/13/2013
cc: M. Birnie & M. Crosby

Gunnison County Weed District
PO Box 915, Gunnison, CO 81230
Phone: 970-641-4393 Fax: 970-641-0653
www.gunnisoncounty.org/public_works_weed_district.html

March 8, 2013

Board of County Commissioners
Hinsdale County
P.O. Box 277
Lake City, CO 81235

Joe Fitzpatrick
Town of Mt. Crested Butte
P.O. Box 5800
Mt. Crested Butte, CO 81225

Board of County Commissioners
Saguache County
P.O. Box 655
Saguache, CO 81149

Town Mayor
Town of Pitkin
810 Main
Pitkin, CO 81241

Town Manager
Town of Crested Butte
P.O. Box 39
Crested Butte, CO 81224

City of Gunnison
201 West Virginia
Gunnison, CO 81230

Re: Intergovernmental Agreement Regarding Undesirable Plant Management

To: Participants in the Intergovernmental Agreement (IGA)

Please find three copies of the 2013 Intergovernmental Agreement attached for your review and signature. Please sign and date all three copies, have the agreements attested by your Clerk/Deputy Clerk, and retain one copy for your records and return two to the Weed District at the above address, as soon as possible.

Please call 970-641-4393 if you have any questions or comments regarding the agreement.

Thank you,

Jon Mugglestone
Gunnison County Weed Coordinator

Enclosure(s): 3 copies of 2013 IGA for signature
Letter concerning the 2014 IGA

cc: Matthew Birnie
Marlene Crosby

Gunnison County Weed District
PO Box 915, Gunnison, CO 81230
Phone: 970-641-4393 Fax: 970-641-0653
www.gunnisoncounty.org/public_works_weed_district.html

March, 8, 2013

Dear _____,

As spring approaches, the Gunnison County Weed District is preparing for another season of weed control work for its cooperators. As we ask for your annual commitment in the enclosed contract, we would like to thank you for your continued participation in the Weed District's cooperative, watershed-wide noxious weed control efforts. Funding for the Weed District is provided by 12 cooperators in the Gunnison Basin, ranging from county and municipal governments, to federal and state land management agencies. This collective, multi-jurisdictional effort to fund weed management on a watershed-wide scale allows the Gunnison County Weed District to provide benefits to our cooperators, both within and outside of their respective jurisdictional boundaries. As you know, noxious weeds honor no boundaries, so weed control work carried out in your jurisdiction prevents the spread of weeds downstream. Likewise, funding for weed control provided by other cooperators is likely preventing the spread of noxious weeds into your jurisdiction. In such a collective endeavor, everyone's support and participation is significant and we want you to know that we sincerely appreciate your cooperation.

As you know, state and federal laws require all municipalities, counties and land management agencies to develop and implement noxious weed control plans. For over 10 years, the Gunnison County Weed District has been glad to act as a provider of weed control services in order to assist our cooperators in meeting their legal obligations for noxious weed management. During this time period, Gunnison County's costs to provide weed control services to our cooperators have risen significantly, while, in many cases, contributions from cooperators have remained stable or increased only slightly. In order to be sustainable, a truly cooperative weed management program needs to be funded equitably by all of its beneficiaries.

While Gunnison County will request the same cooperator contributions for weed control services in 2013 as in recent years, we must raise our fees beginning in 2014 in order to ensure a fiscally sustainable and equitable weed management program for our cooperators in the long term. It costs Gunnison County just over $100 per hour for the personnel, materials and equipment required to implement an effective weed control program. In recent years, some cooperators have paid slightly more than this amount for the weed control services they receive from the Weed District, while others pay significantly less. Beginning in 2014, the Weed District plans to begin charging all cooperators the same rate of $100 per hour for weed control.

What does this mean to you? As an illustration of your current hourly cost for weed control services provided by the Gunnison County Weed District, on the next page you will find an accounting of the work that the Weed District carried out in your jurisdiction during the 2012 field season, your jurisdiction's current financial contribution and a projection of what contribution will be required beginning in 2014 in order to maintain your current level of service from the Weed District.

Current funding status:

Cooperator	2012 Weed District work	2012 contribution	2012 $/hour contribution
XXXX	XX hours	$XXX.XX	$XXX.XX

Projected funding needed in 2014 in order to maintain same # hours of service from Weed District:

XX hours x $100/hour = $XXX

We provide this information so that you can plan accordingly during your budgeting process during the next year.

We recognize that this may represent a significant increase in cost for some of the Weed District's cooperators and understand that budgets are tight for everyone. However, we hope you understand the need for all cooperators to contribute equally to covering the hourly costs incurred by Gunnison County while collaboratively addressing the noxious weed problems in our watershed.

We understand that you have many options for meeting your legal responsibilities for controlling noxious weeds within your jurisdiction. If you choose to continue to utilize the services of the Gunnison County Weed District, we will be glad to provide as many hours of service as your budget will allow. If you decide to compare prices among private sector weed control providers, we'd be happy to provide you with a list of contractors. If you'd like to train your own staff to carry out weed control within your jurisdiction, we would be happy to help you find the resources you need to meet training and licensing requirements. Please consider your options, feel free to contact the Weed District with any questions and let us know how we can best help you to continue the good stewardship of the lands you manage.

Again, we understand that planning for increases in expenses takes time. As you will see in the enclosed 2013 contract for weed control, your cost will remain the same in 2013 as in recent years and we expect to provide the same number of hours of service to you as we did last year for this contribution. As we look forward to maintaining a sustainable and equitably-funded weed control program for all of our cooperators in the long term, we appreciate your consideration for covering its associated costs.

Sincerely,

Jon Mugglestone

Coordinator

Gunnison County Weed District

INTERGOVERNMENTAL AGREEMENT
REGARDING UNDESIRABLE PLANT MANAGEMENT

THIS AGREEMENT, made and entered this ____ day of _____, 2013, 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 Vohman (Gunnison County Representative);
(iii) _____ (Vacancy, appointed by Gunnison County);
(iv) _____ (Vacancy, appointed by Gunnison County);
(v) Edna Mason (Hinsdale County Representative);
(vi) _____ (Vacancy, 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 a quarterly report of activities, costs and expenses of personnel, including administrative personnel, who perform the work necessary to accomplish the ends of the Act.

5. Each of the parties agrees to pay or to reimburse Gunnison County, no later than December 31, 2013, for a share of such activities, costs and expenses as follows:

Hinsdale County -	$	750.00
Saguache County -	$	1,500.00
Town of Crested Butte -	$	500.00
Town of Mt. Crested Butte -	$	1,500.00 (up to $5000 cap)
City of Gunnison -	$	1,000.00
Town of Pitkin -	$	250.00

In addition to the above, 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.

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, 2013 through December 31, 2013. 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:

_____
Deputy 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:

_____
Deputy Clerk

Date: _____

CITY OF GUNNISON

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

TOWN OF PITKIN

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____