AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Ratification of Chairperson Signature; Agreement for Use of Colorado Parks and Wildlife Electronic Information

Action Requested: Other Ratify BOCC Signature

Parties to the Agreement: Gunnison County & Colorado Parks & Wildlife

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

Summary:
This is a non-lapsing non-disclosure agreement to allow Gunnison County to access Gunnison Sage-grouse lek data from Colorado Parks and Wildlife

Fiscal Impact: None

Submitted by: J. Cochran **Submitter's Email Address:** Jcochran@gunnisoncounty.org

Finance Review: ○ Required ● Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ● Required ○ Not Required

Comments:

Reviewed by: ATrezise Discharge Date: 8/22/2013 Certificate of Insurance Required Yes ○ No ●

County Manager Review:

Comments:

Reviewed by: MBirnie Discharge Date: 8/26/2013

● Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 9/3/2013 Follow Up Agenda Date: N/A

Revised April 2013

Agreement for use of Colorado Parks and Wildlife electronic information

1) Colorado Parks and Wildlife (CPW) will provide information on species distribution for rare and sensitive species, specifically Gunnison sage-grouse lek data, as requested by Jim Cochran, to Gunnison County for the purposes of mapping Gunnison Sage-grouse priority habitat using the Habitat Prioritization Tool technique. These data will be used solely by Gunnison County, their employees, and sub-contractors employed specifically to work on this project, and are not to be distributed to a third party.

2) CPW, for management and conservation reasons, considers this information confidential and sensitive due to the elements' vulnerability to intentional or unintentional disturbance, and/or due to agreements made with individual landowners to protect their privacy.

3) We, the undersigned, acknowledge that the information noted above is considered sensitive and confidential, and agree to the following stipulations:

- The information described above will be accessible only to the requesting County and entities working directly for them on the project described above, and to no other entity; nor will it be made available for public viewing.

- The information may not be transcribed or reproduced in any manner, unless authorized by a staff person at CPW. The Undersigned may display locations spatially only in support of the needs of their clients or as part of an internal process. The Undersigned may display point locations spatially if necessary to their stated purpose, but agrees to do so in a manner and at a scale where specific locations cannot be derived

- The information will be used for the requested purpose described above and for no other purpose. The information will be returned or destroyed upon completion of the purpose described above. The undersigned agrees to bind entities hired to assist with this work by the same constraints listed herein.

- Requests involving biological interpretation or use of the information beyond the stated purposes will be referred to CPW.

- The undersigned acknowledges that the data represent features that are variable both over time and over the landscape. They are the best data available at this time. New data may become available at any time that will replace existing data.

Paula Swenson

Signature

Paula Swenson
Chairperson,
Board of County Commissioners
Please Print

Gunnison
County

8/20/2013
Date