AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
San Juan Mountains Cooperative Weed Management Area Memorandum of Understanding between La Plata, Ouray, San Juan, San Miguel, Archuleta, Hinsdale, Dolores, Gunnison and Montezuma Counties

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: San Juan Mountain Cooperative Weed Management Area Participants (see attached documents)

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

Summary:
The San Juan Mountain CWMA includes the southwest portion of Gunnison County. The purpose of the agreement is for Counties and other interested parties in the area to combine efforts to seek funding that will help to address noxious weed problems in the the San Juan Mountains (specifically, in San Juan and Hinsdale Counties) that are currently not being adequately managed.

Fiscal Impact: None

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 10/27/2014 Certificate of Insurance Required Yes ○ No ◉

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 10/28/2014

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 11/4/2014 Follow Up Agenda Date:

Revised April 2013

San Juan Mountains
Cooperative Weed Management Area

MEMORANDUM OF UNDERSTANDING

Between
La Plata County
And
Ouray County
And
San Juan County
And
San Miguel County
And
Archuleta County
And
Hinsdale County
And
Dolores County
And
Gunnison County
And
Montezuma County

This Memorandum of Understanding (MOU) is made and entered into by and between the counties of La Plata, Ouray, San Juan, San Miguel, Archuleta, Hinsdale, Dolores, and Gunnison. The entities listed above may collectively be referred to as the parties to this MOU.

I. PURPOSE:

The purpose of this MOU is to document a framework of cooperation to address the effects of noxious/invasive weeds across jurisdictional boundaries by establishing the San Juan Mountains Cooperative Weed Management Area (CWMA) in accordance with this MOU and the hereby incorporated Exhibits:

Exhibit	Contents
A	CWMA Map
B	Steering Committee Representatives, Organization, and Responsibilities
C	Statutory Authorities and Agreement Types

Exhibits to this MOU may be revised or deleted by Steering Committee consensus. The latest revision of any Exhibit will automatically be incorporated into this MOU without necessitating a formal modification as defined in Provision IV-E.

II. STATEMENT OF MUTUAL BENEFIT AND INTEREST:

The parties to this MOU have individual noxious weed control responsibilities on lands within the CWMA. These responsibilities include but are not limited to:

- Maintaining equipment and personnel for the purpose of controlling noxious/invasive weeds within their jurisdiction;
- Administering programs involving noxious/invasive weed control;
- Making recommendations for treatment; and
- Seeking funding for their respective programs.

The parties agree that it is to their mutual benefit and interest to work cooperatively to inventory, monitor, control, and prevent the spread of noxious/invasive weeds across jurisdictional boundaries within the CWMA. This cooperative effort will achieve better management of noxious/invasive weeds while improving working relationships between the parties and the public.

III. EACH PARTY SHALL:

A. Agree to establish the CWMA as depicted on the CWMA map. *See Exhibit A for the CWMA map.*

B. Agree to the formation of a CWMA Steering Committee (Steering Committee) to provide expertise and oversight to weed management activities within the CWMA. *See Exhibit B for a list of Steering Committee Representatives, Organization and Responsibilities.*

C. Designate a key contact or a representative to serve on the Steering Committee.

D. Work through their Steering Committee representative to provide necessary information to:
   - Revise or delete the Exhibits to this MOU;
   - Establish an Integrated Noxious Weed Management Plan (Plan); and
   - Develop and implement Annual Operating Plans (AOPs).

E. Agree that the Plan and AOP will have goals, objectives, and actions that are aligned with Colorado Noxious Weed Act (CRS 35-5.5). Such plan will describe the goals and objectives for the CWMA and will be a guiding document for the management of noxious/invasive weeds within the CWMA. AOPs will describe the responsibilities associated with the implementation of these management strategies.

F. Recognize that each party to this MOU retains primary responsibility and management discretion for lands under their jurisdiction.

G. Agree to coordinate priorities, actions, and resources for preventing, eradicating, containing, and controlling noxious/invasive weeds within the CWMA.

H. Consider entering into separate arrangement(s) to implement management activities associated with the Plan and AOPs. Such arrangement(s) shall be independently authorized by appropriate statutory authority, and may include, but are not limited to: Collection Agreements, Challenge Cost Share

Agreements, Participating Agreements, Volunteer Agreements, Grants, Cooperative Agreements and Procurement.

I. Recognize that US Forest Service, Bureau of Land Management, Colorado Department of Transportation, Colorado Department of Agriculture and other entities may assist in endeavors critical to the purposes of this MOU under separate formal arrangements. Such assistance may include but not be limited to: managing funds, writing grant applications, providing consultation, education, and facilitation.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. The principal contacts for this MOU are the Steering Committee Representatives and/or key contacts for the parties to this MOU as defined in Exhibit B.

B. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to US Forest Service and Bureau of Land Management under this MOU is subject to the Freedom of Information Act (5 U.S.C. 552).

C. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.

D. NON-FUND OBLIGATING DOCUMENT. This MOU is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to the parties of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition. *See Provision III-H.*

E. MODIFICATION. Modifications within the scope of this MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

F. TERMINATION. Any party, in writing, may terminate their participation in this MOU in whole, or in part, at any time before the date of expiration.

G. In the interest of efficiency, this MOU will be distributed electronically for signature. Signatory officials should initially respond with their electronic signature to the email address listed below, followed by mailing their original hard copy signature to:

rmabry@ouraycountyco.gov

Ron Mabry --- Ouray/San Miguel Vegetation Manager
PO Box 456
Ridgway, CO 81432

Once fully executed, an electronic copy of this MOU will be distributed to all signatory officials.

H. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through **September 30, 2020** at which time it will expire.

The authority and format of this MOU has been reviewed and approved for signature.

_____ _____

In witness whereof, the parties hereto have executed this MOU as of the last date written below:

Ouray County BOCC

[NAME], [title] [Location]	DATE

La Plata County BOCC

[NAME], [title] [Location]	DATE

San Juan County BOCC

[NAME], [title] [Location]	DATE

San Miguel County BOCC

[NAME], [title] [Location]	DATE

Archuleta County BOCC

[NAME], [title] [Location]	DATE

Hinsdale County BOCC

[NAME], [title] [Location]	DATE

Gunnison County BOCC

[NAME], [title] [Location]	DATE

Montezuma County BOCC

[NAME], [title] [Location]	DATE

Dolores County BOCC

EXHIBIT A
Replace this page with a map of the CWMA

EXHIBIT B

STEERING COMMITTEE REPRESENTATIVES
Parties to the MOU
[Date]

Name Ron Mabry
Title Ouray/San Miguel Vegetation Manager
Phone 970-318-6460
Email rmabry@ouraycountyco.gov

Name Rod Cook
Title La Plata County Weed Manager
Phone 970-759-1000
Email cookrd@co.laplata.co.us

Name Bob Nevins
Title Silverton/ San Juan County
Phone 970-387-5522 x 16
Email bnevins@silveton.co.us

Name Willy Tookey
Title San Juan County Administrator
Phone 970-387-5766
Email

Partners

Name Steve Ryder
Title Colorado Department of Agriculture
Phone 303-869-9034
Email steve.ryder@state.co.us

Name Jim Walker
Title Colorado Department of Transportation
Phone 303-524-2607
Email james.j.walker@state.co.us

Name Randy Tano
Title Colorado Department of Transportation
Phone 970-382-9095
Email randy.tano@state.co.us

Name Mark Tucker - USFS
Title
Phone
Email

Name Elizabeth Stuffings - USFS
Title
Phone 970-708-8330
Email

Name Clare Hydock - USFS
Title
Phone
Email

Name Sterling Moss - NRCS
Title District Conservationist
Phone
Email

Name Pam Starr - Rio Grande RC&D
Title

Name Shavano Conservation District
Title

Phone 970-382-9371
Email sjrcd@hotmail.com

Phone
Email

Name San Miguel Conservation District
Title
Phone
Email

Name Bureau of Land Management
Title Mike Jenson
Phone 970-749-3576
Email Michael.jensen@co.blm.gov

Name La Plata Conservation District

Name San Miguel Conservation District

Interested Organizations and Individuals

Name Durango Mountain Resort
Title Jim Hart
Phone 970-426-7268
Email

Name Durango Silverton Railroad
Title Paul Schrank
Phone 970-259-0274
Email pschrank!@durangotrain.com

Name Cascade Village HOA
Title
Phone
Email

Name Jeepers Creepers - Durango
Title
Phone
Email

Name Ouray Jeep Club
Title
Phone
Email

Name Colorado Mountain Club
Title
Phone
Email

Name Trout Unlimited
Title Marshall Pendergrast
Phone
Email support@gunnisongorgeanglers.org

Name The Nature Conservancy
Title
Phone
Email

Name Telluride Ski area
Title
Phone
Email

Name Rocky Mountain Elk Foundation
Title Troy Sweet – Regional Director
Phone 970-640-1667
Email tsweet@rmef.org

Name
Title
Phone

Name
Title
Phone

Email

Email

EXHIBIT B

STEERING COMMITTEE ORGANIZATION

The Steering Committee will:

A. Be comprised of a chairperson, vice-chairperson, and general Steering Committee representatives.

B. Initially be chaired by Ron Mabry of Ouray/San Miguel Counties.

C. Appoint subsequent Steering Committee chairperson and initial vice-chairperson from the representatives. Intervals of such appointments shall be at the discretion of the Steering Committee.

D. Initially be comprised of a general representative from each of the *counties, national forests, wilderness user groups, farmers and ranchers, environmental conservation groups, private landowners, subdivisions, state lands, etc.*

E. Make themselves available at mutually agreeable times for continuing consultation to discuss the conditions covered by this MOU. Representatives will participate in at least one meeting annually. Such meetings shall generally be held by March 1st to coordinate *noxious weed management* activities.

F. Share pertinent information, encourage and promote cooperation, and keep communication open and frequent so all representatives are informed on the status of the issues that may affect working relationships.

G. Operate by consensus with a commitment to cooperation across jurisdictional boundaries.

EXHIBIT B

STEERING COMMITTEE RESPONSIBILITIES

The Steering Committee will conduct activities including but not limited to:

A. Establish and define the CWMA area boundary.

B. Convene meetings as necessary.

C. Develop an Integrated Noxious Weed Management Plan (Plan) and provide recommendations to the parties of this MOU for potential modifications to this strategy.

D. Develop, prioritize, and approve cooperative noxious weed projects to be completed. Such projects shall be documented in AOPs. Such AOPs shall generally be completed by April 15th of each year.

E. Maintain records of accomplishments.

F. Develop public relations, education, and training initiatives.

G. Actively seek cooperators, volunteers and alternate funding sources critical to the management success of the CWMA.

H. Provide to the parties of this MOU an annual written report by December 1st each year of project accomplishments.

I. Encourage cooperative relationships and active participation.

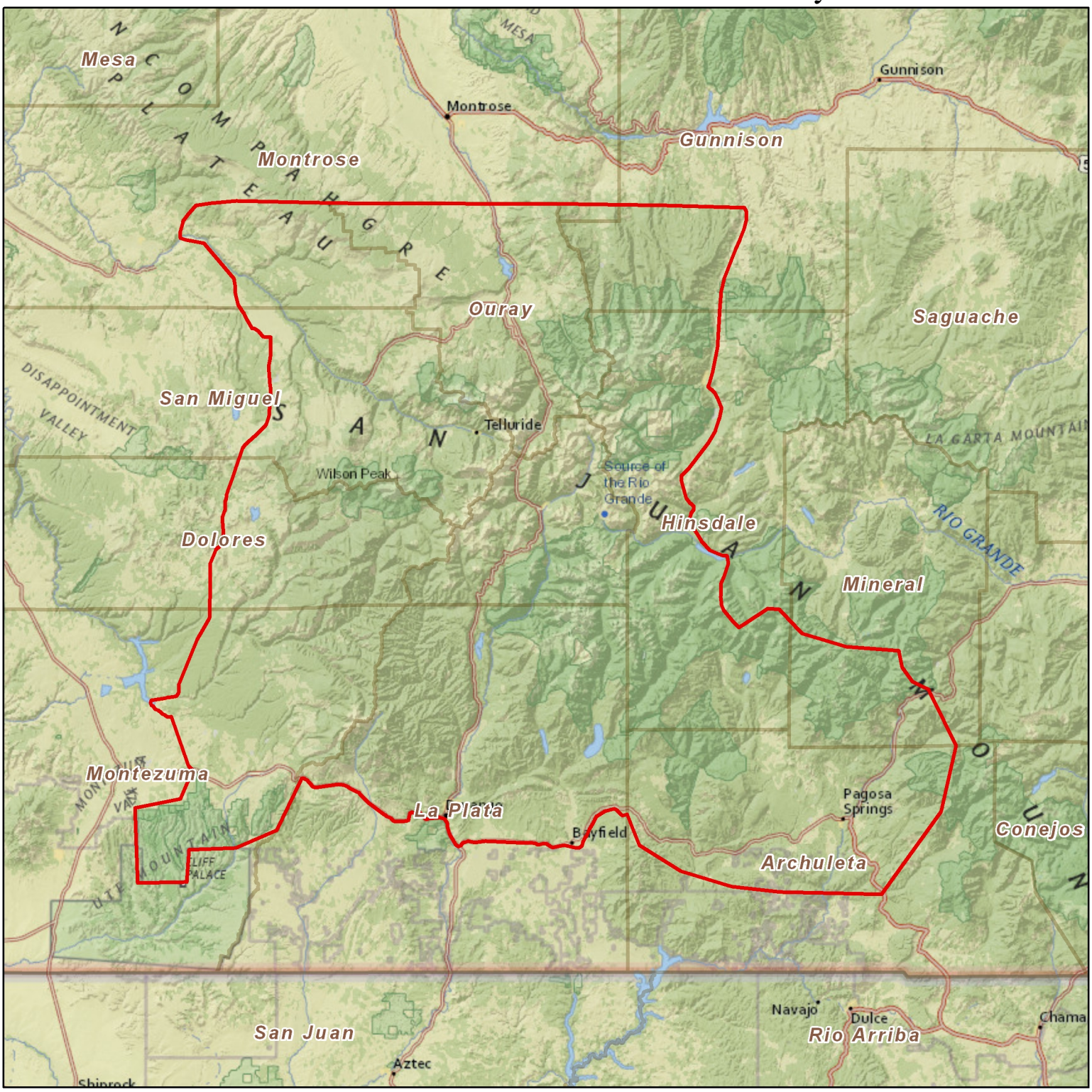
J. Review and update Exhibits to this MOU.

K. Further define specific Steering Committee Responsibilities in the approved Plan and AOPs, as appropriate.

EXHIBIT C
AGREEMENT TYPES & STATUTORY AUTHORITIES

[*States or federal agencies may require attachment of regulations and authorities as part of the MOU.These can be added at a later date as the agencies sign on.*]

San Juan Mountains CWMA Boundary



La Plata County Colorado

N W E S

0 5 10 20 30 Miles