AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Understanding among the Board of Cou

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Town of CB, Town of Mt. CB, CB Land Trust

Term Begins: 5/1/17 **Term Ends:** 10/31/2017 **Grant Contract #:**

Summary:

Cooperative Agreement for noxious weed management with partners in the Upper East River Valley.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, grant in place to cover costs. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 7/6/2017

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

Comments:
ok db 6/29/17

Reveiwed by: Discharge Date: 7/5/2017 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/7/2017

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 7/11/2017

Revised April 2015

MEMORANDUM OF UNDERSTANDING
AMONG THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, THE TOWN OF CRESTED BUTTE, THE TOWN OF MT. CRESTED BUTTE AND THE CRESTED BUTTE LAND TRUST
FOR THE 2017 WEED MANAGEMENT PROGRAM SEASONAL EMPLOYEE

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), is entered into this 5th day of June, 2017, among the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Gunnison County"), the TOWN OF CRESTED BUTTE whose address is 507 Maroon Avenue, Crested Butte, Colorado 81224 ("Crested Butte"), the TOWN OF MT. CRESTED BUTTE whose address is 911 Gothic Road, Mt. Crested Butte, Colorado 81225 ("Mt. Crested Butte") and the CRESTED BUTTE LAND TRUST, a Colorado non-profit corporation, whose address is 308 Third Street, Crested Butte, Colorado 81224 ("CB Land Trust") (individually the "Party" and collectively the "Parties").

A. RECITALS

WHEREAS, Gunnison County, Crested Butte, Mt. Crested Butte and CB Land Trust have been actively working to implement noxious weed management efforts in the Upper East River Valley; and

WHEREAS, the Gunnison County Weed Management Program has recently received grant funding from the Colorado Department of Agriculture for a seasonal employee for the 2017 May through October season to assist with weed management in the Upper East River Valley; and

WHEREAS, the seasonal employee will be working not only with Gunnison County but also with Crested Butte, Mt. Crested Butte and CB Land Trust; and

WHEREAS, Gunnison County, Crested Butte, Mt. Crested Butte and CB Land Trust wish to identify the terms and conditions of this partnership for sharing the seasonal employee through this MOU.

B. AGREEMENT

NOW, THEREFORE, Gunnison County, Crested Butte, Mt. Crested Butte and CB Land Trust, in consideration of the recitals above and the obligations and mutual covenants contained herein below, understand and agree as follows:

1. TERM

The term of this MOU shall be effective upon May 1, 2017 and continue until October 31, 2017, unless sooner amended or replaced as provided herein.

2. SCOPE OF WORK.

The services to be provided by the seasonal employee to the Parties herein shall conform and be limited to the scope of work as identified in the grant award contract between the Colorado Department of Agricultural and Gunnison County for the Upper East River Valley Cooperative Weed Management Area Seasonal Employee Project.

3. PARTIES' CONTRIBUTIONS.

A. General:

Parties herein shall provide Co-Coordinators of the Gunnison County Weed Management Program ("Co-Coordinators") with clear, written direction for locations and types of activities to be completed on each party's respective worksites in pursuit of the goals identified in each party's respective weed management plan. The seasonal employee shall assist each party with identifying and prioritizing locations for management. Co-Coordinators shall provide general oversight of the seasonal employee in completing those activities. In the absence of clear written direction from a party, Gunnison County shall not carry out work on that party's respective worksites.

B. Gunnison County:

Gunnison County shall hire, provide overall supervision and scheduling of the seasonal employee through the Co-Coordinators and the Gunnison County Public Works Director. The seasonal employee shall be an employee of Gunnison County. Wages for the seasonal employee will be provided from the Colorado Department of Agriculture grant award and distributed through Gunnison County.

If the seasonal employee is not a state-licensed pesticide applicator, Co-Coordinators shall provide training for the seasonal employee to meet state requirements for pesticide application under Gunnison County supervision and licensure. Any proposed pesticide applications to be made by the seasonal employee will be reviewed and approved by the Co-Coordinators prior to application.

Gunnison County shall provide the seasonal employee with a fleet truck for travel to the worksites.

C. Crested Butte:

Crested Butte shall provide clear, written direction, pursuant to paragraph 3.A above, for the seasonal employee for activities on its worksites.

Crested Butte shall provide a backpack sprayer for pesticide application for use on its worksites by the seasonal employee.

D. Mt. Crested Butte:

Mt. Crested Butte shall provide clear, written direction, pursuant to paragraph 3.A above, for the seasonal employee for activities on its worksites.

Mt. Crested Butte shall provide pesticide application equipment (backpack sprayer, motorized sprayer, ATV, UTV) for use on its worksites by the seasonal employee.

E. CB Land Trust:

CB Land Trust shall provide clear, written direction, pursuant to paragraph 3.A above, for the seasonal employee for activities on its worksites.

CB Land Trust shall provide pesticide application equipment (backpack sprayer, motorized sprayer, ATV, UTV) for use on its worksites by the seasonal employee.

CB Land Trust agrees that at all times during the Term of this MOU that CB Land Trust shall carry and maintain, in full force and effect Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Fifty Thousand and No/100 U.S. Dollars ($350,000.00); and for an injury to two or more persons in any single occurrence, the sum of Nine Hundred Ninety Thousand and No/100 U.S. Dollars ($990,000.00).

Within thirty (30) days of the execution of this MOU, CB Land Trust will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

4. DISTRIBUTION OF LABOR

The seasonal employee's weekly work schedule shall be determined by the Co-Coordinators of the Gunnison County Weed Management Program. Each entity shall be allocated the following number of days of service by the seasonal employee during the Term of this MOU:

- Crested Butte shall be provided two (2) days per week.
- Mt. Crested Butte shall be provided two (2) days per week.
- CB Land Trust shall be provided one day every other week.
- Gunnison County shall be provide one day every other week.

5. COMPLIANCE WITH COLORADO LAW.

The Parties herein shall be in compliance with the Colorado Noxious Weed Act C.R.S. § 35-5.5-101 *et seq.* and if using pesticides, the Colorado Pesticide Act C.R.S § 35-9-101 *et seq.* and Colorado Pesticide Applicators' Act C.R.S. §35-10-101 *et seq.*

6. NO WAIVER OF GOVERNMENTAL IMMUNITY/ NO INDEMNIFICATION

No provision of this MOU 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 MOU. Neither Gunnison County nor any of its officers, employees or agents shall have any liability whatsoever under this MOU different in any kind or nature whatsoever than any other party or officer, employee or agent of any other party. No Party to this MOU shall be required to defend or indemnify any other Party to this MOU.

These provisions shall survive any termination or expiration of this MOU.

7. 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 Avenue Gunnison, Colorado 81230
Crested Butte:	Dara MacDonald Town Manager, Town of Crested Butte PO Box 39 Crested Butte, CO 81224
Mt. Crested Butte:	Joseph Fitzpatrick Town Manager, Town of Mt. Crested Butte PO Box 5800 Mt. Crested Butte, CO 81225
CB Land Trust:	Crested Butte Land Trust PO Box 2224 Crested Butte, CO 81224

Each 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.

8. TERMINATION.

Either party shall have the right to terminate this MOU at any time, with or without cause, upon thirty (30) days prior written notice to the other.

9. MISCELLANEOUS.

A. SEVERABILITY. If any clause or provision of this MOU 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 MOU shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

10. GOVERNING LAW.

This MOU 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 MOU shall be in the state District Court governing Gunnison County, Colorado.

11. COUNTERPARTS: FACSIMILE TRANSMISSION.

This MOU 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.

12. ENTIRE AGREEMENT.

This MOU 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.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Phil Chamberland, Chairperson

ATTEST:

_____
Deputy County Clerk

TOWN OF CRESTED BUTTE

By: _____
Dara Mac Donald, Town Manager

ATTEST:

_____
Town Clerk

TOWN OF MT. CRESTED BUTTE

By: _____
Joseph Fitzpatrick, Town Manager

ATTEST:

_____
Town Clerk

CRESTED BUTTE LAND TRUST,
a Colorado non-profit corporation

By: _____
_____, _____

ATTEST:

_____
Secretary

MEMORANDUM OF UNDERSTANDING
AMONG THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, THE TOWN OF CRESTED BUTTE, THE TOWN OF MT. CRESTED BUTTE AND THE CRESTED BUTTE LAND TRUST
FOR THE 2017 WEED MANAGEMENT PROGRAM SEASONAL EMPLOYEE

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), is entered into this 15th day of May, 2017, among the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Gunnison County"), the TOWN OF CRESTED BUTTE whose address is 507 Maroon Avenue, Crested Butte, Colorado 81224 ("Crested Butte"), the TOWN OF MT. CRESTED BUTTE whose address is 911 Gothic Road, Mt. Crested Butte, Colorado 81225 ("Mt. Crested Butte") and the CRESTED BUTTE LAND TRUST, a Colorado non-profit corporation, whose address is 308 Third Street, Crested Butte, Colorado 81224 ("CB Land Trust") (individually the "Party" and collectively the "Parties").

A. RECITALS

WHEREAS, Gunnison County, Crested Butte, Mt. Crested Butte and CB Land Trust have been actively working to implement noxious weed management efforts in the Upper East River Valley; and

WHEREAS, the Gunnison County Weed Management Program has recently received grant funding from the Colorado Department of Agriculture for a seasonal employee for the 2017 May through October season to assist with weed management in the Upper East River Valley; and

WHEREAS, the seasonal employee will be working not only with Gunnison County but also with Crested Butte, Mt. Crested Butte and CB Land Trust; and

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B. AGREEMENT

NOW, THEREFORE, Gunnison County, Crested Butte, Mt. Crested Butte and CB Land Trust, in consideration of the recitals above and the obligations and mutual covenants contained herein below, understand and agree as follows:

1. TERM

The term of this MOU shall be effective upon May 1, 2017 and continue until October 31, 2017, unless sooner amended or replaced as provided herein.

2. SCOPE OF WORK.

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3. PARTIES' CONTRIBUTIONS.

A. General:

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Gunnison County shall provide the seasonal employee with a fleet truck for travel to the worksites.

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OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Phil Chamberland, Chairperson

ATTEST:

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Deputy County Clerk

TOWN OF CRESTED BUTTE

By: _____
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a Colorado non-profit corporation

By: _____
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FOR THE 2017 WEED MANAGEMENT PROGRAM SEASONAL EMPLOYEE

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), is entered into this 28 day of June, 2017, among the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Gunnison County"), the TOWN OF CRESTED BUTTE whose address is 507 Maroon Avenue, Crested Butte, Colorado 81224 ("Crested Butte"), the TOWN OF MT. CRESTED BUTTE whose address is 911 Gothic Road, Mt. Crested Butte, Colorado 81225 ("Mt. Crested Butte") and the CRESTED BUTTE LAND TRUST, a Colorado non-profit corporation, whose address is 308 Third Street, Crested Butte, Colorado 81224 ("CB Land Trust") (individually the "Party" and collectively the "Parties").

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Mt. Crested Butte:	Joseph Fitzpatrick Town Manager, Town of Mt. Crested Butte PO Box 5800 Mt. Crested Butte, CO 81225
CB Land Trust:	Crested Butte Land Trust

PO Box 2224
Crested Butte, CO 81224

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By: _____
Phil Chamberland, Chairperson

ATTEST:

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By: _____
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ATTEST:

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Town Clerk

CRESTED BUTTE LAND TRUST,
a Colorado non-profit corporation

By: Hedda Peterson
_____, _____

ATTEST:

_____

Secretary