

RESOLUTION NO. 5

SERIES 2019

A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE INTERGOVERNMENTAL AGREEMENT REGARDING UNDESIRABLE PLANT MANAGEMENT WITH THE GUNNISON COUNTY WEED DISTRICT

WHEREAS, the Town of Crested Butte, Colorado (the "**Town**") is a home rule municipality duly and regularly organized and now validly existing as a body corporate and politic under and by virtue of the Constitution and laws of the State of Colorado;

WHEREAS, C.R.S. Section 29-1-201, et seq., authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each, and to establish a separate legal entity to do so;

WHEREAS, C.R.S. Section 35-5.5-101, et seq. requires that local governments manage noxious weeds within their jurisdictions;

WHEREAS, Crested Butte Town Code Section 7-3-110 et seq. requires that undesirable plants be managed within the municipality, and adopts and gives authority to the Town of Crested Butte Noxious Weed Management Plan (the "**Plan**");

WHEREAS, entering into the Agreement supports the weed management goals as defined in the Plan;

WHEREAS, the Town has entered into agreements with Gunnison County for the purpose of managing undesirable plants since 1999;

WHEREAS, the parties to the Agreement are governing bodies or officials having charge of undesirable plant management within their jurisdictions;

WHEREAS, the Town Council hereby finds that the Agreement is in the best interest of the Town and the health, safety and general welfare of the residents and visitors of Crested Butte.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO THAT:

1. The Town Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.

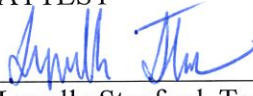
2. The Town Council hereby authorizes the Town Manager to enter into the Intergovernmental Agreement with the Gunnison County Weed District for the purpose of undesirable plant management attached hereto as **Exhibit A** as shall be approved by the Town Attorney to accomplish such transactions.

6th INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS
DAY OF May, 2019.

TOWN OF CRESTED BUTTE

By: 
James A. Schmidt, Mayor

ATTEST


Lynelle Stanford, Town Clerk



**INTERGOVERNMENTAL AGREEMENT
REGARDING UNDESIRABLE PLANT MANAGEMENT
2019**

THIS AGREEMENT, made and entered this 7th day of May, 2019, 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:
 - 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) Tom Grant (Gunnison County Representative);
- (iii) Tom Walker (Appointed by Gunnison County);
- (iv) _____ (Vacancy, appointed by Gunnison County);
- (v) Alice Curry (Hinsdale County Representative);
- (vi) _____ (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, Colorado Department of Parks & Wildlife, Town of Mt. Crested Butte, Town of Crested Butte, CSU Extension, CB Land Trust, Rocky Mountain Biological Lab, Gunnison Conservation District, CB Land Trust 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 an annual report of activities, costs and expenses of personnel, including administrative personnel, who perform the work necessary to accomplish the ends of the Act.
5. Gunnison County will charge a rate of \$117.50/hour for noxious weed management, including all associated labor, equipment, materials, and administration. Each of the parties agrees to pay or to reimburse Gunnison County, no later than December 31, 2018, for a share of such activities, costs and expenses as follows:

Hinsdale County -	\$ 1,880.00 (16 hours)
Saguache County -	\$ 3,055.00 (26 hours)
Town of Crested Butte -	\$ 12,913.00 (110 hours)
Town of Mt. Crested Butte -	\$ 14,707.00 (126 hours)
City of Gunnison -	\$ 1,410.00 (12 hours)
Town of Pitkin -	\$ 353.00 (3 hours)

(Please note: Hourly rate for service has not increased since 2013, and the increased rate in 2019 reflects changes in the Weed Management Program's operating costs.)

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. If scheduling allows, Gunnison County may be available for weed management work, in addition to the hours listed above, at the same hourly rate.

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, 2019 through December 31, 2019, with work performed during May 1 through September 30, 2019. 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 SAGUACHE COUNTY**

Chairperson

ATTEST:

Deputy Clerk

Date: _____

TOWN OF MT. CRESTED BUTTE

Chairperson

ATTEST:

Deputy Clerk

Date: _____

TOWN OF PITKIN

Chairperson

ATTEST:

Deputy Clerk

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF HINSDALE COUNTY**

Chairperson

ATTEST:

Deputy Clerk

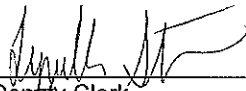
Date: _____

TOWN OF CRESTED BUTTE



Chairperson

ATTEST:



Deputy Clerk

Date: 5-7-2014

CITY OF GUNNISON

Chairperson

ATTEST:

Deputy Clerk

Date: _____