

INTERGOVERNMENTAL AGREEMENT REGARDING WEED CONTROL

This Intergovernmental Agreement Regarding Weed Control entered into and effective this 7th day of September, 2010, hereinafter referred to as the "Agreement" or the "IGA" entered into by and between the **Board of County Commissioners of Ouray County, Colorado ("County")**; the **Town of Ridgway ("Town")** and the **City of Ouray ("City")**, and collectively referred to as ("Parties") as follows:

WHEREAS, C.R.S. §35-5.5-101, *et seq.* is known as the Colorado Noxious Weed Act ("Act") and the legislative declaration to the Act provides, in part, that "there is a need to ensure that all the lands of the state of Colorado, whether in private or public ownership, are protected by and subject to the jurisdiction of a local government empowered to manage undesirable plants as designated by the state of Colorado and the local governing body"; and

WHEREAS, further that: "certain undesirable plants constitute a present threat to the continued economic and environmental value of the lands of the state and if present in any area of the state must be managed"; and

WHEREAS, the Act provides at C.R.S. §35-5.5-105(3) that the County may cooperate with municipalities for the exercise of any or all of the powers and authorities granted by the Act through the use of an intergovernmental agreement; and

WHEREAS, Art. XIV, section 18(2)(a)(b), Colo. Const. and section 29-1-203(1), C.R.S., provide that government entities may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units, including the sharing of costs, the imposition of taxes, or the incurring of debt, only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve; and

WHEREAS, by Resolution 2002-017 the County adopted a Noxious Weed Management Plan which set forth a list of noxious weeds as well as a plan for the management of noxious weeds in Ouray County; and

WHEREAS, there currently exists the Ouray County Weed Advisory Board ("Weed Board") that has the power and duty to recommend a management plan for the integrated management of designated noxious weeds and management criteria for noxious weeds and other duties as set forth by C.R.S. §35-5.5-107; and

WHEREAS, in order to develop integrated weed management plans, it is critical that the Weed Advisory Board include members from the Town and the City such that management plans may take into account all areas of infestation within Ouray County; and

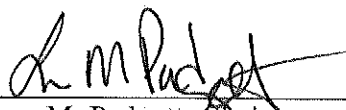
WHEREAS, the County, City and the Town wish to effectively coordinate efforts to address the invasive noxious weeds in the respective jurisdictions; and create a more effective integrated weed management program;

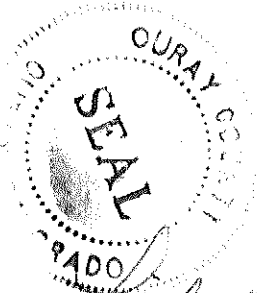
NOW THEREFORE, in consideration of the mutual promises between the Parties, and

1. On or before January 31 of each year, a designated representative of the Town and the City shall meet with the Ouray County Weed Manager to develop an annual operating plan for the ensuing year for the management of noxious weeds in each respective jurisdiction. In addition, the Town and the City will pursue adoption in 2011 of a noxious weed management plan for their respective territorial limits, as described at C.R.S. §35-5.5-106. All Parties shall cooperate in the implementation of the annual operating plans.
2. The City and the Town will each appoint a representative as a member of the Weed Board and such representative shall be the liaison between the City or the Town and the County Weed Department.
3. Except as otherwise agreed, all grants and contracts shall be made in the name of Ouray County in accordance with County rules and regulations, and the county weed manager or other individuals designated by the county shall be the responsible party for grant administration, fund accountability and administration of related contractual obligations. The Town and the City agree to provide supporting letters or other documentation as may be necessary to obtain grants or other funding.
4. All parties agree to work together to inventory, monitor, and prevent the spread of noxious weeds, and, as provided above, to seek funding for weed control as a cooperative weed management area.
5. The Parties may, by subsequent agreement, choose to share resources on a case by case basis or make contributions, reimbursements or transfer funds.
6. This contract shall not be construed to create a financial obligation of any party. All expenditures by any party shall be authorized by the respective party pursuant to a proper appropriation therefore.
7. No party is delegating decision making authority. Each party is responsible to make decisions within their jurisdictions. This agreement is not creating a legal entity of any sort.
8. This contract and implementation thereof shall be in accordance with all applicable laws and regulations,
9. This agreement does not restrict any party from participating in other public, private, or individual weed control activities which are not destructive of cooperative efforts under this Agreement.
10. Any party may terminate its participation in this Agreement at any time without cause, by giving written notice to the other parties.
11. On an annual basis, the governing bodies of each of the Parties shall meet and determine whether goals of this Agreement are being met and whether any modifications or amendments to this Agreement shall be made.

BOARD OF COUNTY COMMISSIONERS
OURAY COUNTY, COLORADO

By: _____





Linda Munson-Haley

Michelle Nauer, County Clerk and Recorder

By: Linda Munson-Haley, Deputy Clerk of the Board

CITY OF OURAY

By: R. E. Smith Mayor

ATTEST:

Kathy Elmont

TOWN OF RIDGWAY

By: Patrick Willis MAYOR

ATTEST:

Samt Graft