

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of the date of the last party to sign below, and is by and between the Board of County Commissioners of Alamosa County, Colorado (hereinafter “Alamosa County”), the Board of County Commissioners of Hinsdale County, Colorado (hereinafter “Hinsdale County”), the Board of County Commissioners of Mineral County, Colorado (hereinafter “Mineral County”), the Board of County Commissioners of Saguache County, Colorado (hereinafter “Saguache County”), the Board of County Commissioners of Rio Grande County, Colorado (hereinafter “Rio Grande County”), the Board of County Commissioners of Conejos County (hereinafter “Conejos County”), and the Board of County Commissioners of Archuleta County (“Archuleta County”). The aforementioned counties may be referred to herein collectively as the “Counties” or individually as a “County.” This IGA amends and replaces any and all previously executed IGAs between the parties hereto regarding the purposes hereof.

WHEREAS, the Counties have the authority to act cooperatively and enter into this IGA pursuant to C.R.S. § 29-1-201, et seq.; and

WHEREAS, the Counties have been part of a group of ten counties that was informally referred to as the “Ten County Coalition” and/or the “Coalition of Colorado Counties” (referred to herein as the “County Coalition”) and which was formed pursuant to a Memorandum of Understanding in the spring of 2014; and

WHEREAS, the County Coalition was formed to work with Colorado Parks & Wildlife, the New Mexico Department of Game and Fish, and other conservation partners, as part of conservation teams to conserve and enhance native fish populations in the Rio Grande River watershed, which include the Rio Grande cutthroat trout, the Rio Grande chub, and the Rio Grande sucker; and

WHEREAS, the County Coalition is a formal member of the conservation team for the Rio Grande cutthroat trout¹ and the conservation team for the Rio Grande chub and sucker²; and

WHEREAS, the County Coalition formerly was funded primarily by a grant with the Colorado Department of Local Affairs from January 1, 2016 through March 31, 2021, but said grant and the funding commensurate therewith have terminated; and

WHEREAS, the Counties desire to continue to maintain, participate in, and fund the activities of the County Coalition in order to maintain its status as a participating member in the above-referenced conservation teams; and

WHEREAS, such participation is warranted in order to help reduce or eliminate threats that may warrant listing of the above-referenced Rio Grande native fish species

¹ See Conservation Agreement for Rio Grande Cutthroat Trout from August 2023.

² See Conservation Agreement for Rio Grande Chub and Sucker from September 2018, as amended.

on the federal endangered species list, which would alleviate the local control of the conservation efforts; and

WHEREAS, if any of the above-referenced Rio Grande River watershed fish species are listed as endangered or threatened under the federal Endangered Species Act, this would likely have dire consequences on the recreational fishing industry in the Rio Grande River watershed and also have negative impacts on farmers and ranchers in the event a protected fish ends up in their streams or ditches used for agricultural purposes; and

WHEREAS, this IGA is in the best interests of the health, safety and welfare of the Counties.

NOW, THEREFORE, in consideration of the recitals above and the joint and mutual covenants, conditions, and promises contained herein below, the Counties state and agree as follows:

1. Purpose. The Counties, individually and collectively, intend to continue to serve as the County Coalition and as participating members of the conservation team for the Rio Grande cutthroat trout and the conservation team for the Rio Grande chub and sucker. The conservations teams' intent is to ensure that reasonable and adequate work is being conducted, and shall continue to be conducted, to reach the goal of increasing the current abundance, viability and vitality of the Rio Grande cutthroat trout, Rio Grande chub, Rio Grande sucker, and any other native fish species in which conservation efforts are warranted (collectively referred to herein as the "Rio Grande fish species") in the Rio Grande River watershed, including its associated creeks and tributaries. The intent of the Counties in supporting the conservation teams is to recognize their efforts as the most effective means for achieving the long-term conservation and viability of the Rio Grande fish species and additionally to support a recommendation and ultimate decision by the U.S. Fish & Wildlife Service of a "Not Warranted" listing decision of the Rio Grande cutthroat trout, Rio Grande chub and Rio Grande sucker species under the Endangered Species Act of 1973³. The Counties participation with the conservation teams is critical to the analysis of the U.S. Fish & Wildlife Service ("USFWS") in determining whether to list the Rio Grande River watershed fish species as endangered or threatened. This is the case due to the USFWS' "Policy for Evaluation of Conservation Efforts When Making Listing Decisions" ("PECE"). PECE is the policy that guides the USFWS in making its listing determinations and requires the USFWS to take into account and consider whether there is sufficient local and state control and regulatory authority over a species that is sufficient as to not necessitate federal control of conservation efforts. By becoming a member of each conservation team, the County Coalition has satisfied this portion of PECE and provides local government participation and possible land use controls and measures in the event

³ Each of these species is currently under a species status assessment to determine if listing is warranted under the federal Endangered Species Act with a decision expected on each within the next two - three years.

said local controls may become needed in conservation measures for the Rio Grande fish species.

2. Guiding Principles and Philosophy. The guiding principles of this IGA are to (a) encourage and support conservation actions that meet the needs of the Rio Grande fish species; (b) promote local economies and minimize impacts, economically or otherwise, to local communities; (c) manage for a healthy ecosystem that will benefit the Rio Grande fish species; (d) maintain participation by the County Coalition with the conservation team for the Rio Grande cutthroat trout and conservation team for the Rio Grande chub and sucker; and (e) maintain an atmosphere of cooperation, participation and commitment among all levels of government, wildlife managers, landowners, public and private land managers, other stakeholders, and the interested public in development, continuation and implementation of conservation actions. A guiding philosophy of this IGA is that conservation works best when implemented at the most local level, coordinated collegially among all the impacted and governing entities, including state and federal partners.

3. Actions. It is the intent of the Counties that the Rio Grande fish species continue to be healthy, robust, stable, and likely to persist in the long term. To that end, and in consultation with the Rio Grande cutthroat trout conservation team and Rio Grande chub and sucker conservation team, the Counties agree to conduct the following actions:

(a) Support the efforts of the Rio Grande cutthroat trout conservation team and Rio Grande chub and sucker conservation team by keeping the County Coalition as an active member of each conservation team, taking part in the conservation strategy and efforts related thereto, including participation in the annual conservation team meetings and funding the County Coalition's participation in the same.

(b) Attempt to expand the current group of counties participating in this IGA to include the other Colorado counties within the Rio Grande River watershed, which includes Costilla County and Las Animas County.

(c) Meet not less than annually.

(d) Maintain and fund the County Coalition, including the position of the County Coalition's coordinator/attorney, who shall serve as the Counties' representative with the conservation teams. To provide said funding, Conejos County shall commit \$500 and each of the six other Counties shall contribute \$1,000 at the start of each calendar year for a total of \$6,500 each year. If the County Coalition's costs exceed \$6,500 during any calendar year, Hinsdale County shall invoice each County an equal amount for said additional costs. The invoiced County shall satisfy said invoice within 30 days of receipt.

(e) Each County, in its discretion, may implement local strategies consistent with the Conservation Agreement for the Rio Grande Cutthroat Trout and

Conservation Agreement for the Rio Grande Chub and Sucker, each as amended - individually or with another County or Counties or with the State of Colorado or U.S. Fish & Wildlife Service - (both regulatory and nonregulatory) in its own jurisdiction (defined for the federal and state governments by agency, and for local governments by their legal, jurisdictional boundary).

4. Fiscal Agent. Hinsdale County shall serve as the fiscal agent for the County Coalition, and as such, shall process all invoices and address other financial matters as it relates to County Coalition matters. In consideration for serving as the fiscal agent, Hinsdale County shall receive a five percent (5%) administration fee based on the amount of all invoices billed to the Counties/County Coalition in furtherance of the purposes of this IGA.

5. Duration & Termination. This IGA shall remain in effect until terminated. Any County may terminate its participation in this IGA by providing 60 days written notice to the other Counties.

6. Notices. Any notices or communication required or permitted under this IGA shall be given in writing and sent by personal service (including express or courier service), electronic communication, whether by facsimile or email, or by certified mail, postage prepaid, return receipt requested, as follows:

If to Hinsdale County: Hinsdale County
P.O. Box 277
Lake City, CO 81235
administrator@hinsdalecountycolorado.us

If to Saguache County: Saguache County
P.O. Box 100
Saguache, CO 81149
wmaez@saguachecounty-co.gov

If to Alamosa County: Alamosa County
8900-A Independence Way
Alamosa, Colorado 81101
jtkelly@alamosacounty.org

If to Mineral County: Mineral County
P.O. Box 70
Creede, CO 81130
countyadmin@mincocolo.com

If to Rio Grande County: Rio Grande County
925 6th Street Room 207
Del Norte, CO 81132
rgcadministrator@riograndecounty.org

If to Conejos County: Conejos County
P.O. Box 157
Conejos, CO 81129
tressesa@co.conejos.co.us

If to Archuleta County: Archuleta County
P.O. Box 1507
Pagosa Springs, CO 81147
TWeaver@archuletacounty.org

7. Similar Activities. This IGA in no way restricts a County from participating in similar conservation activities and actions with other public or private agencies, organizations, or individuals.

8. IGA Replaces and Supersedes MOU. The Counties, along with the other participating counties in the County Coalition, formerly operated under a Memorandum of Understanding that was entered into in the spring of 2014. This IGA supersedes, amends, and replaces said Memorandum of Understanding, as well as all former versions of the IGA.

9. Authorized Representatives. By signing below, each of the Counties certifies that its representatives are authorized, pursuant to the authority of the Counties' Boards of County Commissioners, to act in their respective capacities for matters related to this IGA.

10. Counterparts: Facsimile or Scanned Electronic Transmission. This IGA may be executed by facsimile or scanned electronic transmission and/or in any number of counterparts, any or all of which may contain the signatures of less than all the Counties, and all of which shall be construed together as but a single instrument and shall be binding on the Counties as though originally executed on one originally executed document. All facsimile or scanned electronic counterparts shall be promptly followed with delivery of original executed counterparts.

[END OF SUBSTANTIVE IGA - SIGNATURE PAGES FOLLOW]

**Board of County Commissioners of
Hinsdale County, Colorado**

Greg Levine, Chairperson

Date: _____, 2023

Attest:

Hinsdale County Clerk

**Board of County Commissioners of
Saguache County, Colorado**

_____, Chairperson

Date: _____, 2023

Attest:

Saguache County Clerk

**Board of County Commissioners of
Mineral County, Colorado**

_____, Chairperson

Date: _____, 2023

Attest:

Mineral County Clerk

**Board of County Commissioners of
Rio Grande County, Colorado**

_____, Chairperson

Date: _____, 2023

Attest:

Rio Grande County Clerk

**Board of County Commissioners of
Alamosa County, Colorado**

_____, Chairperson

Date: _____, 2023

Attest:

Alamosa County Clerk

**Board of County Commissioners of
Conejos County, Colorado**

_____, Chairperson

Date: _____, 2023

Attest:

Conejos County Clerk

**Board of County Commissioners of
Archuleta County, Colorado**

Date: _____, 2023

_____, Chairperson

Attest:
