

**INTERGOVERNMENTAL AGREEMENT  
REGARDING UNDESIRABLE PLANT MANAGEMENT**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement", "Intergovernmental Agreement" or "IGA"), made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and among the Board of County Commissioners of Archuleta County ("Archuleta County") and the Board of County Commissioners of Hinsdale County ("Hinsdale County") both of which are a County and 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 counties are 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.*, 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 IGA shall be used for the management of undesirable plants within the areas of unincorporated Hinsdale County highlighted in red and blue on the map attached hereto and incorporated herein by this reference. The total area is further specified in Section 3 hereof below.
2. Archuleta County will furnish to Hinsdale County an annual report of activities, costs, and expenses of personnel, including administrative personnel, who perform the work necessary to accomplish the ends of this IGA.
3. Archuleta County will charge a rate of \$190/mile for noxious weed management, including all associated labor, equipment, materials, and administration. Notwithstanding the foregoing, work completed on ATVs will be charged at a rate of \$135/hour per

applicator plus the cost of chemical. Each of the parties agree to pay or to reimburse Archuleta County, no later than December 31st of the treatment year, for a share of such activities, costs and expenses as follows:

Hinsdale County Road Mileage -	\$703
Hinsdale County Acreage rate not to Exceed -	\$750

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 for all areas within the jurisdiction of that party that fall outside the scope of this IGA. Archuleta County may be available for weed management work for said additional areas of Hinsdale County that are not otherwise covered by this IGA at the same per mile rate.

Payments to Archuleta County shall be in the form acceptable to Archuleta County.

4. No provision of this Agreement is or shall be construed to be a waiver of governmental 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 Archuleta 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.
5. The term of this Agreement shall be effective on the date of the last signature of the parties on this Agreement through December 31, 2026. Either 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, unless the services for which payment occurred were incomplete or not otherwise consistent with this IGA.
6. Appropriation of Public Funds: Because this Agreement involves the expenditure of public funds, it is contingent upon continued availability and appropriation of such funds by the parties. The obligations described herein shall not constitute a general obligation, indebtedness, or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the constitution or the laws of the State of Colorado.
7. No Third-Party Beneficiaries: Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability or standard of care with reference to any third party. This Agreement shall not confer any right, or remedy upon any person other than the parties hereto.

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.
  
9. Private landowners in Hinsdale County whose properties lay south and west of Wolf Creek Pass and the Continental Divide may contact Archuleta County Weed and Pest for treatment of private properties. Hinsdale County and private property owners may also purchase herbicides and other pesticides from Archuleta County Weed and Pest.

BOARD OF COUNTY COMMISSIONERS  
OF ARCHULETA COUNTY

BOARD OF COUNTY COMMISSIONERS  
OF HINSDALE COUNTY

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Chairperson

ATTEST:

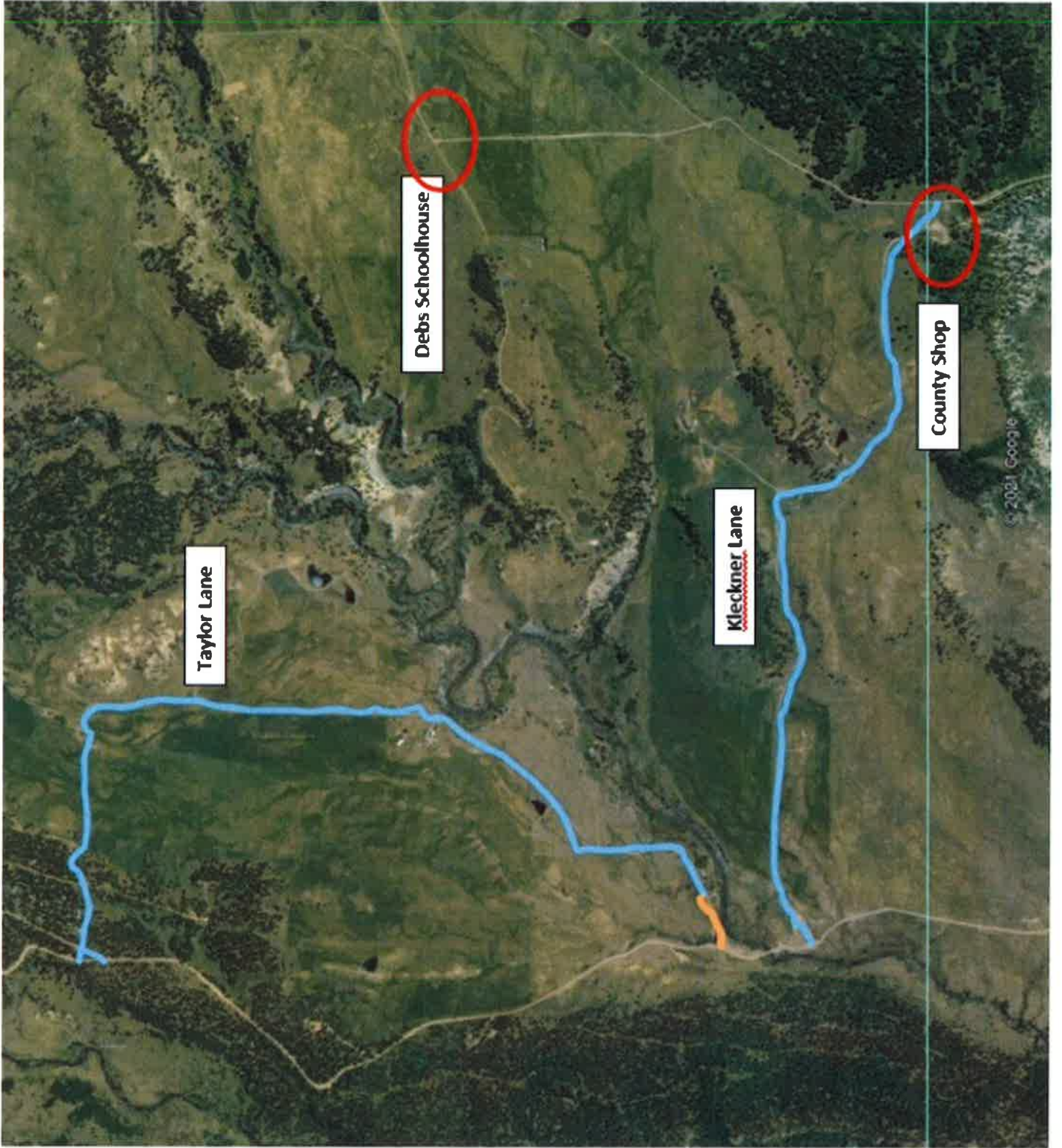
ATTEST:

\_\_\_\_\_  
Clerk & Recorder

\_\_\_\_\_  
Clerk & Recorder

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Taylor Lane

Debs Schoolhouse

Kleckner Lane

County Shop

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