



FREMONT COUNTY WEED MANAGEMENT

1901 East Main Street

Cañon City, CO 81212

(719) 276-7317

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INTERGOVERNMENTAL AGREEMENT FOR WEED CONTROL SERVICES

THIS AGREEMENT, made and entered into this 12th day of August, 2026, by and between:

THE COUNTY OF FREMONT, STATE OF COLORADO, acting by and through its Board of County Commissioners and Fremont County Weed Management Department, whose address is 615 Macon Avenue, Cañon City, CO 81212 (hereinafter referred to as “Fremont”);

and

THE COUNTY OF CHAFFEE, STATE OF COLORADO, acting by and through its Board of County Commissioners and Chaffee County Weed Control, whose address is 104 Crestone Avenue, Salida, CO 81201 (hereinafter referred to as “Chaffee”).

WHEREAS:

WHEREAS, Fremont administers weed management programs and receives funding, including but not limited to grants from the Bureau of Land Management (“BLM”), for the treatment of noxious weeds; and

WHEREAS, certain BLM-managed and/or identified properties located within Chaffee County require weed control and treatment services; and

WHEREAS, Chaffee possesses the personnel, equipment, and expertise necessary to perform such services within its jurisdiction; and

WHEREAS, the parties are authorized to enter into intergovernmental agreements pursuant to Section 29-1-203, C.R.S.; and

WHEREAS, the parties desire to coordinate services to ensure timely treatment, improve regional consistency, and efficiently utilize available funding without impacting Fremont County’s existing funding allocations;

NOW, THEREFORE

, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. SCOPE OF SERVICES

1.1 Chaffee shall perform weed control services, including but not limited to herbicide application, monitoring, mapping, and reporting, on properties located within Chaffee County as designated by Fremont and/or BLM (hereinafter referred to as “Project Areas”).

1.2 All services shall be performed in accordance with applicable federal, state, and local laws and regulations, including the Colorado Noxious Weed Act, C.R.S. § 35-5.5-101 et seq.

1.3 Fremont shall identify and provide maps, descriptions, and any relevant data necessary to define Project Areas.

2. PROJECT COORDINATION AND ADMINISTRATION

2.1 Fremont shall serve as the coordinating agency for projects under this Agreement and shall:

- Coordinate with BLM regarding funding, scope, and project requirements;
- Provide general oversight of project implementation;
- Maintain project documentation and records as required by funding sources.

2.2 Chaffee shall coordinate with Fremont regarding scheduling, treatment methods, and completion of work and shall provide timely communication regarding project status.

3. COMPENSATION AND FUNDING

3.1 Services performed under this Agreement shall be funded through BLM grant funding or other designated external funding sources.

3.2 Authorization of Work

All work performed by Chaffee under this Agreement shall be coordinated with and approved by Fremont in advance of performance.

Such approval shall be based upon:

- availability of BLM or other designated funding, and
- agreed-upon project scope, timing, and estimated costs.

Chaffee shall not perform services for which reimbursement is expected without prior coordination and authorization from Fremont.

3.3 Funding Availability Clause

All compensation under this Agreement is **subject to the availability of grant funding or other designated external funding sources.**

Fremont shall not be obligated to reimburse Chaffee for work performed outside of approved project scopes or in excess of available funding.

3.4 It is expressly understood that compensation under this Agreement shall not be drawn from Fremont County's general weed management budget unless otherwise agreed in writing.

3.5 Fremont may recover reasonable administrative and coordination costs associated with management of projects under this Agreement, as allowable under funding provisions.

4. TERM AND TERMINATION

4.1 This Agreement shall become effective upon execution and shall remain in effect perpetually unless terminated by either party.

4.2 Either party may terminate this Agreement upon ten (10) days written notice to the other party.

5. PERFORMANCE STANDARDS

5.1 Chaffee shall:

- Maintain all required licenses, certifications, and permits necessary to perform the services described herein;
- Provide all labor, equipment, and materials required for performance of the work unless otherwise specified;

- Perform all services in a safe, professional, and workmanlike manner;
- Comply with all applicable environmental, safety, and operational regulations.

5.2 Chaffee shall provide documentation of work performed, including but not limited to acreage treated, treatment methods, and, when applicable, spatial data or mapping information.

6. INDEPENDENT STATUS

Nothing in this Agreement shall be deemed or construed to create a partnership, joint venture, or employer-employee relationship between the parties. Each party shall be responsible for its own operations and personnel.

7. LIABILITY AND IMMUNITY

7.1 Each party shall be responsible for its own acts and omissions and those of its officers, employees, and agents.

7.2 Nothing in this Agreement shall be deemed or construed as a waiver of any immunities or limitations of liability available to either party under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.

8. COMPLIANCE WITH LAWS

Both parties agree to comply with all applicable federal, state, and local laws, rules, and regulations in the performance of this Agreement.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations or understandings relating to the subject matter herein.

Any amendments shall be in writing and executed by both parties.

10. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF

, the parties have executed this Agreement as of the date first written above.

BOARD OF COUNTY COMMISSIONERS

CHAFFEE COUNTY, COLORADO

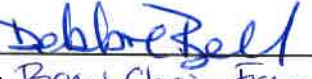
Signed by:
By: 
Title: Board Chair Chaffee County Commissioner
Date: 8/4/2026

ATTEST: Lori Mitchell by
Shelley Lueter, Chief Deputy Clerk



BOARD OF COUNTY COMMISSIONERS

FREMONT COUNTY, COLORADO

By: 
Title: Board Chair Fremont County Commissioner
Date: August 12, 2026

ATTEST: 