

AGREEMENT FOR WEED CONTROL

THIS AGREEMENT, made and entered into this 20th day of February, 2023, by and between City of Cañon City whose address is 128 Main Street, Canon City, CO 81212, hereinafter referred to as "Municipality," and THE COUNTY OF FREMONT, STATE OF COLORADO, by and through the Board of County Commissioners of the County of Fremont, whose address is 615 Macon Ave., Canon City, CO 81212, hereinafter referred to as "County".

WHEREAS, Municipality wishes to have County perform weed control and weed treatment services on various properties located within the boundaries of Municipality, which are hereinafter referred to collectively as "Municipality Properties", and

WHEREAS, County is agreeable to rendering such services pursuant to the terms and conditions hereinafter set forth, and

WHEREAS, Agreements between County and other governmental entities are authorized and provided for by the provisions of Section 29-1-203, C.R.S.;

NOW, THEREFORE, County agrees to provide noxious weed control services on Municipality Properties according to the following terms and conditions:

1. County shall spray noxious weeds and perform other methods of control and enforcement activities on Municipality-owned properties as designated by the Municipality in the same manner as similar activity by County on County-owned properties, including road rights-of-way and those outside of the boundaries of surrounding Municipality, and other Municipality owned properties as needed. Municipality understands that Fremont County properties lying outside the boundaries of the Municipality shall be given priority. All personnel performing the Services will have licenses and certifications as required by law or regulation. The County will comply with all applicable laws and regulations in the performance of the Services including the Municipality's Municipal Code and the Noxious Weed Management Plan and will perform the Services in a safe manner.
2. County is authorized by Municipality to exercise statutory enforcement powers upon privately-owned lands within the municipal boundaries, as authorized in the Colorado Noxious Weed Act, §35-5.5-101, et seq., C.R.S.
3. Municipality agrees to pay County for noxious weed control services it renders on Municipality-owned lands in an amount to be determined by the Parties prior to performance of any work. County shall submit a proposal to Municipality for acceptance and approval before such work begins, and thereafter shall bill Municipality on an annual basis for those services which have been performed in said period.
4. No portion of this Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Agreement.
5. This Agreement shall exist perpetually from the effective date from the date of the signing of this Agreement unless terminated by either County or Municipality, provided the party seeking

to terminate this Agreement gives the other party ten (10) days written notice prior to the date of said termination.

6. The parties hereby agree that neither has made or authorized any Agreement with respect to the subject matter of this instrument other than expressly set forth herein, and contained shall be binding on either party, or its agents or employees, hereto. This Agreement embodies all Agreements between the parties hereto and there are no promises, terms, conditions, or obligations referring to the subject matter whereof other than as contained herein.

7. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions, to a person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

8. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

IN WITNESS WHEREOF, the parties hereto have agreed as set forth herein the date and year set forth above.

ATTEST:

BY: Cindy Foster Owen
Municipal Clerk



MUNICIPALITY:

Ashley Ford
Mayor

ATTEST:

CLERK TO THE BOARD OF COUNTY
COMMISSIONERS

COUNTY:

BOARD OF COUNTY COMMISSIONERS
OF FREMONT COUNTY, COLORADO

BY: _____
Clerk to the Board

BY: _____
Chairman