STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB13

ORDINANCE NUMBER: 2022-13

TITLE: **AN ORDINANCE APPROVING THE MEMORANDUM OF UNDERSTANDING FOR THE 2022 COLORADO DEPARTMENT OF AGRICULTURE WEED GRANT FOR THE MARYLAND MOUNTAIN HERBICIDE TREATMENT WITH THE JEFFERSON COUNTY CONSERVATION DISTRICT**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:

Section 1. The Memorandum of Understanding for the 2022 Colorado Department of Agriculture Weed Grant for the Maryland Mountain Herbicide Treatment (in partnership with the Gilpin County Weed Manager and the City of Central) with the Jefferson County Conservation District, attached hereto as **Exhibit A**, is hereby approved and the Mayor is authorized to execute the same on behalf of the City.

Section 2. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 8th day of June, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

Memorandum of Understanding

Purpose: The purpose of this memorandum of understanding (MOU) is to formally outline agency responsibilities and deliverables, establish dates of partnership, and outline financial reimbursement from Jefferson Conservation District (JCD) to the Gilpin County Weed Manager (GCWM) and Cities of Black Hawk (BH) and Central (CC) for completing duties as outlined below as part of the Colorado Department of Agriculture (CDA) funded project "Elevating Noxious Weed Control Efforts in Jefferson, Gilpin, & Clear Creek Counties."

Term: The term of this MOU is from the date of the last signature through December 31, 2022, or the expiration date of funding as determined by CDA. This MOU will not be modified unless changes, made in writing, are agreed upon by all parties.

Goals:

1. Treat noxious weeds across 450 gross acres of private land that have previously had or will soon have forest restoration work done in Jefferson and Clear Creek Counties.
2. Advance the noxious weed control programs in Gilpin County by treating 350 acres on City and County-owned areas and providing training for City/County staff and the public.

Jefferson Conservation District Responsibilities:

- Execute goal #1 by:
  - Overseeing treatment of 450 acres on private land in Jefferson and Clear Creek Counties by:
    - Hiring and managing 2 professional contractors to spray noxious weeds
- Submit quarterly and final reports
  - Q1 report (April-June) due July 30. First Report.
  - Q2 report (July-Sept) due Oct 30
  - Q3 report (Oct-Dec) due Dec 31
  - Final report due Dec 31
- Compile weed mapping data from JCD, GCWM, BH, & CC and submit to EDDMapS
- Provide match in the amount of $61,827 in the following ways:
  - Cash payment for professional contractor(s) in the amount of $29,000
  - In-kind JCD staff time in the amount of $24,760
  - In-kind JCD indirect costs (NTE 10% of grant award) in amount of $8,067

Gilpin County Weed Manager and City Responsibilities:

- Execute goal #2 by:
  - Overseeing treatment of 350 acres on Black Hawk, Central City, and Gilpin County owned land. This will be done by:
    - Central City will provide receipts for the purchase of spray equipment and herbicide in order to be reimbursed; and will provide a log of staff hours.
    - Black Hawk will provide receipts for herbicides purchased and log of City staff labor for reimbursement; and required records for equipment use match.
    - GCWM will hire contractors for Gilpin County property; and coordinate contractor for Maryland Mountain in communication with Black Hawk.
    - GCWM will provide multiple educational events/workshops for City and County staff and the public
    - GCWM will assist in any technical support needed from BH and CC regarding weed management.
- GCWM will work with CC and BH to provide information to JCD as necessary to complete quarterly and final reports including but not limited to: treatment details, spray logs, GIS data, before and after photos, invoices, sign-in sheets for educational events
- GCWM, BH, and CC will provide match in the amount of $24,031 in the following ways
  - In-kind GCWM & other extension specialists time spent executing grant activities equating to $4,744

- In-kind Central City staff time spent spraying noxious weeds equating to $4,987.00
- In-kind Black Hawk equipment use and fuel equating to $8,300
- Cash payment for professional contractor(s) in Black Hawk in amount of $3,000
- Cash payment for professional contractor(s) for Gilpin County owned land in amount of $3,000

- GCWM, BH, and CC will keep track of weed mapping areas treated as advised by JCD

Reimbursement Requirements:

Below are expectations and requirements pertaining to JCD's reimbursement of costs incurred by partners relating to carrying out the responsibilities described above.

- JCD can only reimburse each partner after funds are received from CDA
  - Each partner must submit a single request for reimbursement (invoice) after JCD has received funds from CDA (likely January 2023)
    - Requests for reimbursement must clearly align with the goals of the project, as outlined in the goals and responsibilities
    - Partners must provide a W9 to JCD if requested prior to reimbursement
    - Match incurred can begin on January 11, 2022 (90 days prior to start date, stipulated by CDA) so long as they align with the goals and responsibilities.
    - Actual hard cash (reimbursable cash) expenses can be incurred starting April 11, 2022

Signatures:

Jefferson Conservation District — Date

Gilpin County Weed Manager — Date

Black Hawk — 6/8/2022 — Date

Central City — Date

Edited 5/4/2022

Memorandum Of Understanding for Maryland Mountain Herbicide Treatment 2022

Purpose: The purpose of the memorandum of understanding (MOU) is to formally outline the responsibilities of each partner, City of Black Hawk (BH), Auciello Applicators, LLC (AA), Gilpin County Weed Manager (GCWM), and Jefferson County Conservation District (JCD).

Term: The term of this MOU is for 2022.

Auciello Applicators, LLC Responsibilities

- Target cheatgrass (downy brome: Bromus tectorum)
- Treat 20-foot buffer along Summit and Paymaster Trails, up to 10 acres. The treatment will consist of a pre-emergent treatment of Rejuvra and Plateau
- Treatment will take place mid-August, Monday – Thursday when the trail may not be as heavily used. Possibly August 15th – 18th.
- Coordinate all treatment logistics with GCWM and BH.
- Send a single invoice for completed work to JCD
- Total cost will not exceed $8,000.
- No taxes will be charged.

Gilpin County Weed Manager Responsibilities

- Point of Contact for AA treatment.
- Inspect the work and materials produced from AA (i.e. spray logs) to make sure it all meets expectations prior to JCD paying.

Jefferson County Conservation District Responsibilities

- JCD will only be responsible for paying AA directly, only after GCWM confirms that the work has been completed according to expectations.
- JCD will not be responsible for any logistical aspects of the Maryland Mountain project.
- Payment from JCD can take up to 30 days after receiving the invoice.

City of Black Hawk Responsibilities

- Acknowledges that this work is happening on their land.
- Help AA and GCWM with logistics of treatment.
- JCD will pay for treatment by AA only if BH has provided previously agreed upon CDA Weed Grant match (equipment hours and fuel = $8300) by the time AA's work is invoiced.
- If BH match is not provided, BH will be responsible for paying AA.

Signatures:

City of Black Hawk — Date: 6/8/2022

Jefferson County Conservation District — Date

Auciello Applicators, LLC	Date
Gilpin County Weed Manger	Date