

# NYE COUNTY AGENDA INFORMATION FORM

Action     
  Presentation     
  Presentation & Action

<b>Department:</b> Board of County Commissioners		<b>Agenda Date:</b>	
<b>Category:</b> Regular Agenda Item		October 2, 2018	
<b>Contact:</b> Commissioner Lorinda Wichman		Phone:	Continued from meeting of:
<b>Return to:</b>	<b>Location:</b>	Phone:	
<b>Action requested:</b> (Include what, with whom, when, where, why, how much (\$) and terms) <p>Discussion and deliberation regarding approval of the amended Tri-County Cooperative Agreement between White Pine County, Lincoln County, and Nye County for the purpose of noxious weed management.</p>			
<b>Complete description of requested action:</b> (Include, if applicable, background, impact, long-term commitment, existing county policy, future goals, obtained by competitive bid, accountability measures) <p>The Tri-County Agreement has been in place since 1999 between Lincoln, Nye and White Pine Counties and each County provides oversight through the board of directors with a commissioner from each county and two at large members from each county. Recent amendments were made to elect a chairperson each year, to define a quorum and make provisions for an alternate.</p> <p>Staff recommends approval of the agreement.</p> <p>Any information provided after the agenda is published or during the meeting of the Commissioners will require you to provide 20 copies: one for each Commissioner, one for the Clerk, one for the District Attorney, one for the Public and two for the County Manager. Contracts or documents requiring signature must be submitted with three original copies.</p>			
<b>Expenditure Impact by FY(s):</b> (Provide detail on Financial Form) <p style="text-align: right;"><input checked="" type="checkbox"/> No financial impact</p>			

**Routing & Approval** (Sign & Date)

1. Dept	Date	6.	Date
2.	Date	7. HR	Date
3.	Date	8. Legal	Date
4.	Date	9. Finance	Date
5.	Date	10. County Manager	Date

Place on Agenda

ITEM # 15

# **Cooperative Agreement**

Between  
**White Pine County**  
**Lincoln County**  
**Nye County**

## **I. Introduction**

County, state and federal officials, along with numerous private citizens are concerned with the threat of invasive noxious weed plant species on private and public lands within White Pine, Lincoln, and Nye Counties. For weed management efforts to be effective on a landscape, or ecosystem level all control efforts must occur at that level.

This cooperative agreement is made and entered into by White Pine County, Lincoln County, and Nye County, (hereinafter referred to as the TRI-COUNTY AREA) Team, any subsequently formed districts which are subdivisions of each or any of the previously mentioned counties.

## **II. Purpose**

The purpose of this cooperative agreement is to establish terms and conditions under, which the Noxious Weed Management Program will operate, cooperate and coordinate activities necessary to manage noxious weeds within the TRI-COUNTY AREA.

## **III. Objective**

The objective is to cooperatively implement a noxious weed management program on all lands within the TRI-COUNTY AREA. Cooperation between the three counties will insure more efficient and fiscally responsible use of resources. The management of noxious weeds is necessary to conserve and improve natural resources such as soil, forage, and wildlife habitat and to manage land resources for multiple use values and improve the economic stability within the TRI-COUNTY AREA.

## **IV. Authority**

Legislative authority permitting this cooperative agreement are:

- A. Nevada Revised Statutes, Chapter 555, "Control of Insects, Pests, and Noxious Weeds", and "Nevada Administrative Code."
- B. Nevada Revised Statutes, Chapter 277, "Cooperative Agreements" and "Interlocal Contracts".

## V. Terms of Agreement

In consideration of the above premises, team agrees as follows:

White Pine County will:

- A. Appoint three members to the Noxious Weed Management Program Board of Directors, of which all are landowners within the boundaries of White Pine County according to NRS 555.205. *(Reference Section VI. Agreement, Article E. for alternates).*
- B. Use appropriate weed preventative measures when disturbing highway rights-of-way or on other White Pine County owned land. Specific preventative measures will be identified in the Cooperative Weed Management Plan.

Lincoln County will:

- A. Appoint three members to the Noxious Weed Management Program Board of Directors, of which all are landowners within the boundaries of Lincoln County according to NRS 555.205. *(Reference Section VI. Agreement, Article E. for alternates).*
- B. Use appropriate weed preventative measures when disturbing highway rights-of-way or on other Lincoln County owned land. Specific preventative measures will be identified in the Cooperative Weed Management Plan.

Nye County will:

- A. Appoint three members to the Noxious Weed Management Program Board of Directors, of which all are landowners within the boundaries of Nye County according to NRS 555.205. *(Reference Section VI. Agreement, Article E. for alternates).*
- B. Use appropriate weed preventative measures when disturbing highway rights-of-way or on other Nye County owned land. Specific preventative measures will be identified in the Cooperative Weed Management Plan.

## VI. Agreement

It is mutually agreed upon and understood by and between the Noxious Weed Management Program Board that:

- A. This agreement does NOT create a Weed Control District according to NRS 555.203 and therefore does NOT allow for the levying of tax assessments.
- B. Any cooperating County signatory to this agreement may terminate this agreement by providing sixty (60) days written notice. Unless terminated by written notice, this agreement shall remain in force and effect for a ten (10) year period.
- C. This cooperative Agreement will be reviewed annually for effectiveness and revised as necessary, by mutual consent of the cooperating Boards of County Commissioners by the issuance of a written, signed and dated amendment.
- D. By agreement of the cooperating Board of County Commissioners; One county Board of Commissioners will be appointed as the supervising Board of Commissioners. The supervising Board of Commissioners will have oversight to the budget and any personnel policies or fiscal matters necessary for the operation of the program.
- E. A Noxious Weed Management Program Board of Directors will have direct oversight of the operations of the program. The Board of Directors shall consist of nine members with three appointed from each cooperating County.

On given occasions, members of the Noxious Weed Management Program Board of Directors may be faced with a conflict of interest in scheduling prohibiting him/her in attending a board meeting. This situation may make it difficult to obtain a majority of the board to move an action forward, or to take a final action. This problem can be resolved through the appointment of alternate members to serve in such circumstances.

The Noxious Weed Management Program Board of Directors may appoint one alternate for each subdivision (White Pine, Lincoln and Nye County) whom would be a voting member, provided it is necessary for a quorum.

- F. The Noxious Weed Management Program Board of Directors will meet for the purpose of developing and operating a long range Cooperative Weed Manage Program to manage noxious weeds in the TRI-COUNTY AREA.

- G. The Noxious Weed Management Program Board of Directors will have the authority to enter into agreements to perform noxious weed management activities and services with private and public entities. This provision is not meant to authorize or imply that public funds or public programs will unfairly compete with private enterprise providing similar service or management activities as long as the entities are comparable in scope.
- H. The Noxious Weed Management Program Board of Directors will provide means for funding or the equipment, trained personnel and chemicals to treat noxious infestations. An annual budget will be prepared and presented to the supervising Board of County Commissioners for approval. The supervising Board of County Commissioners will forward a copy of the approved budget to the cooperating Board of Commissioners.
- I. This agreement provides for the expenditure of those funds in compliance with all applicable Federal and State laws or any applicable County ordinances. Final annual expenditures will be reported to the cooperating Boards of Commissioners.
- J. The Noxious Weed Management Program Board of Directors will recommend to the supervising Board of Commissioners the appointment of a Noxious Weed Management Officer and/or any other personnel necessary to conduct the program. Adequate funding must be available from the Noxious Weed Management Program revenues for all costs associated with each position.
- K. The Noxious Weed Management Program Board of Directors will comply with all current Federal and Nevada State pesticide laws.
- L. The Noxious Weed Management Program Board of Directors, with the assistance of any appointed Noxious Weed Control Officer, will develop an annual and long-term operating plan. The long-term operating plan will recommend alternatives and other management practices that could reduce noxious weed infestations.
- M. The Noxious Weed Management Program Board of Directors will provide the cooperating Board of Commissioners an annual status report of all identified noxious weed infestations and the activities to manage those noxious weed infestations within the county. This status report shall include a minimum of listed species and general locations of any additional noxious weed infestations within the county.

- N. Nothing in this agreement will be construed as limiting or affecting in any way the authority or legal responsibility of the parties involved to perform beyond the respective authority of each, or to require any party to assume or expend any sum in excess of appropriations available for that purpose.
- O. This agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.
- P. Quorum:
  - a) A majority (over 50%) of the Board of Directors present and entitled to vote shall constitute a quorum at all meetings (including by telephone) of the Board of Directors for the election of Directors or for the transaction of other business except as otherwise provided by law or by these by-laws.
  - b) A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of some Directors, if any action taken or decision made is approved by majority of the required quorum for that meeting.
  - c) In the absence of a quorum, any meeting of the Board of Directors may be adjourned to another place and time by a vote of the majority of Directors present.

VII. Effective Date

In witness thereof, the Team hereto has executed this Cooperative Agreement as of the written date below. This Agreement shall be effective on the last signature date set forth below.

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Richard Howe, Chairman  
 White Pine County Board of Commissioners  
 950 Campton Street  
 Ely, Nevada 89301  
 (775) 293-6562

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Date

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Paul Donohue, Chairman  
 Lincoln County Board of Commissioners  
 Post Office Box 90  
 Pioche, Nevada 89043  
 (775) 962-8072

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Date

\_\_\_\_\_  
John Koenig, Chairman  
Nye County Board of Commissioners  
101 Radar Road  
Tonopah, Nevada 89049  
(775) 751-7075

\_\_\_\_\_  
Date

The foregoing Cooperative Agreement Between White Pine County, Lincoln County, Nye County, consisting of six (6) pages including this page, is approved as to form and content.

By \_\_\_\_\_  
Office of the Nevada Attorney General  
100 North Carson Street  
Carson City, NV 89701

Date \_\_\_\_\_

The foregoing Cooperative Agreement between White Pine County, Lincoln County, Nye County, consisting of six (6) pages including this page, is approved as to form and content.

By \_\_\_\_\_  
Nevada Department of Agriculture  
405 21<sup>st</sup> Street  
Sparks, NV 89431

Date \_\_\_\_\_

*(Revised September, 2018)*