



Date: 1/14/2013

Service Level Agreement (SLA)

between



and

**Aurora
Parks, Recreation and Open Space Department**

for

Noxious Weed Management along Stream Corridors

January 2013

Purpose

The purpose of this Service Level Agreement (SLA) is to formalize an arrangement between the Aurora Water Department and City of Aurora Parks, Recreation and Open Space Department, Open Space and Natural Resources Division (OSNR) to provide noxious weed management along city-owned stream corridors within open space and natural areas historically maintained by the Stormwater Division (SW). The results of this effort will improve efficiencies by coordinating efforts and give all city-owned open space and natural areas and stream corridors consistency of care and appearance and meet the city's obligation to treat state listed noxious weeds.

This SLA provides details for noxious weed management services to be provided by OSNR. These services will be performed on an as needed basis to control noxious weeds for all stormwater related conveyance systems, i.e. channels, detention and retention ponds. *See Appendix A site list.*

Scope of Agreement

Aurora Water (through the SW Division) currently is responsible for approximately 950 acres of land along stream corridors that in many cases are adjacent to open space and natural areas. Noxious weed management, in select areas along stream corridors, historically has been provided by a private contract and funded by SW, and supplemented by SW operational staff.

OSNR currently is responsible for over 6,000 acres of open space and natural areas, providing noxious weed control among other services.

The goal of this SLA is to continue noxious weed management services to include all areas within stormwater conveyance systems in an effort to provide a systematic and efficient approach to noxious weed management. It has been determined that the most cost effective method of noxious weed management in stream corridors can be accomplished by OSNR concurrently while performing noxious weed management of other open space and natural areas OSNR currently maintains.

Services Covered

The following services are to be provided by OSNR.

1. Noxious Weed Control: Provide initial and periodic inspection of properties listed in Appendix A to determine infestations of noxious weeds as defined by the Colorado Department of Agriculture. Treatment plans will be executed utilizing an integrated pest management approach which will employ the most effective control measures at the most effective time. Control methods may include collecting seed heads, herbicide application, biological controls and any other available methods of control. Herbicide applications will be determined by

OSNR's noxious weed experts, based upon the proximity to waterways, time of year and type of weeds to be managed.

2. Response to Complaints: Citizen complaint calls associated with noxious weed management will be returned within three business days by OSNR. Coordination and resolution of complaints will include an email communication with SW and OSNR staff detailing the actions taken.

Payment for Services and Equipment

Payment

OSNR will hire necessary staff and pay all costs associated with providing services covered by this agreement.

Payment for services provided under this agreement will be accomplished through interdepartmental transfer on a quarterly basis. A quarterly expenditure report must provide the following:

Administrative Costs per quarter- = \$3,750.00

Inspection Costs – Q1: 950 acres @ 2.27 = \$2,156.50
Q2: 950 acres @ 5.29 = \$5,025.50
Q3: 950 acres @ 5.29 = \$5,025.50
Q4: 950 acres @ 2.27 = \$2,156.50

Treatment Costs – this must be time and materials: documenting labor hours, equipment hours and material costs.

OSNR will be expected to maintain detailed records for all costs and make available to SW upon request. Quarterly expenditure reports will be provided to SW by the 1st and payment made to OSNR by the 15th of each April, July, August with a final payment by December 20th.

Equipment

All equipment, per the 2012 SLA, has been transferred to OSNR and is now subject to general fund replacement protocols. Therefore, all replacement, operations and maintenance of the equipment is the responsibility of OSNR.

Changes to Service Level Agreement (SLA)

Termination of Agreement

SW and OSNR agree that either party may terminate this agreement for any reason. In such an event, the terminating party shall give the other 60 days written notice of intent to terminate.

Amendment to Agreement


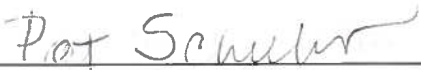

Additional locations may be added in the future. Any changes to this agreement will require the approval of SW, and OSNR. Adjustments may be made to this SLA provided that both parties agree to the changes. This SLA may be extended annually if agreed to by both parties.

General Terms and Conditions

Terms of Agreement

This agreement is in effect through 12/31/2013 and will require renewal annually.

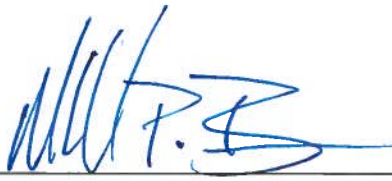
Key Contacts:

Aurora Water	Parks, Recreation and Open Space
Mark Donelson, Manager - Wastewater/Stormwater	Patricia Schuler, Open Space and Natural Resources Division Manager
	
Tom Ries, Manager - Transmission/Distribution	
	

Acceptance of Agreement

Accepted this 13th day of FEBRUARY, 2013

Aurora Water Department

By: 

Marshall P. Brown
Director, Aurora Water

**Aurora, Parks, Recreation and
Open Space Department**

By: 

Tom Barrett
Director Parks, Recreation &
Open Space

