

MEMORANDUM OF UNDERSTANDING

El Dorado County Invasive Weed Management Group

This Memorandum of Understanding (MOU) is made and entered into by the signatories.

I. AUTHORITY

This Memorandum of Understanding is made and entered into by:

(Note: 2010 draft list, pending final signatures on renewal)

- El Dorado County Department of Agriculture
- U.C. Cooperative Extension – El Dorado County
- California Department of Forestry and Fire Protection
- Amador/El Dorado/Sacramento Cattlemen’s Association
- California Native Plant Society – El Dorado Chapter
- California Department of Transportation – District III
- El Dorado County Board of Supervisors
- El Dorado County Farm Bureau
- El Dorado County Department of Transportation
- El Dorado County Resource Conservation District
- Georgetown Divide Resource Conservation District
- USDA Natural Resources Conservation Service
- Pest Control Center, Placerville
- U. S. Forest Service, Eldorado National Forest
- Sierra Pacific Industries – Camino Timber Division
- California Department of Fish and Game
- Sierra Consulting and Integrated Pest Management
- Bureau of Land Management, Mother Lode Field Office
- California State Parks
- High Sierra Resource Conservation and Development Council
- Sacramento Municipal Utility District
- El Dorado Irrigation District
- American River Conservancy
- Trails Now – Placerville
- U.C. Berkeley – Blodgett Forest Research Station

hereinafter referred to as Principal Parties, Parties or Party, or Partner(s); and other Parties according to the terms of this Memorandum of Understanding, Section V.

II. PURPOSE

The purpose of this Memorandum of Understanding is to establish the El Dorado County Invasive Weed Management Group (EDCIWMG) and define the terms and conditions under which the EDCIWMG will cooperate and coordinate activities necessary to prevent the introduction, establishment, and spread of harmful non-native

weeds in El Dorado County. These activities shall focus upon the exclusion, detection, eradication, and suppression of priority invasive weeds using an integrated approach. The signatory agencies and organizations will cooperate in developing coordinated work plans and seeking funds to support the activities of the EDCIWMG. In addition, public education on weed identification, prevention, and control will be a primary component of the EDCIWMG.

III. GEOGRAPHIC SCOPE

The geographic scope of the EDCIWMG includes the entire county of El Dorado.

IV. GOALS

EDCIWMG members recognize that invasive weed infestations occur within El Dorado County that reduce the biological, recreational and economic value of agricultural, private and public lands and have a negative impact upon the environment by suppressing native plant species and reducing wildlife habitat and biological diversity. A coordinated approach to identifying sites, developing responses and educating the public will result in a more effective effort to reduce or eliminate invasive weed infestations. Responses to invasive weed infestations may include mechanical, biological, chemical and/or cultural control methods that could minimize further invasive weed infestations in El Dorado County. Accomplishing the above goals will require the following:

1. EDUCATION: Increase public and agency awareness of invasive weeds.
2. EXCLUSION: Exclude invasive weeds from El Dorado County.
3. PREVENTION: Prevent the establishment of new invasive weed infestations and spread of existing invasive weed infestations.
4. CONTROL/ERADICATION: Promote the effective detection, control or eradication of designated weeds, including re-vegetation of infestation sites, as appropriate.
5. INFORMATION EXCHANGE: Share technical information regarding control methods, locations, new infestations, project success amongst parties and with other regional and local weed management areas.
6. COOPERATION: Facilitate development of cooperative agreements for local weed management areas which include opportunities for shared funding sources, resources, materials, personnel including volunteers, expertise, equipment, etc.

V. UNDERSTANDING

Now, therefore, in consideration of the above premises, and within each entity's budget and staffing limitations, it is mutually agreed upon and understood by and among the parties to the MOU that:

1. Partners will meet as needed for the purpose of developing, documenting, implementing, and updating a coordinated plan to detect, map, and control

harmful non-native weed infestations in El Dorado County using the methods of integrated weed management.

2. Partners will participate in the implementation of the coordinated plan by developing and implementing an annual work plan.
3. Insofar as it is compatible with each Party's primary mission and statutory responsibilities, all parties shall use their best efforts to secure the funding needed to carry out the coordinated plan and annual work plan. Each project that requires specific funding to be implemented shall be the subject of a separate project-specific agreement between the Parties responsible for its funding and implementation.
4. Partners will provide data and information on the distribution of weeds and methods of control for sharing with all Partners through a centralized database.
5. This MOU may be extended or amended as necessary by mutual consent of the Parties by execution of a written amendment signed and dated by all Parties. This MOU will be reviewed every five (5) years and extended if necessary.
6. Any Party may terminate its participation in this MOU by providing 60-day written notice to all other Parties.
7. This MOU in no way restricts the involved Parties from participating in similar understandings and/or activities with other public or private agencies, organizations, and individuals.
8. This MOU shall be effective upon execution of a Signature Page by a minimum of two (2) Parties and shall remain in effect for five (5) years from the date of execution, or until terminated by the Principal Parties.
9. Additional participants, including interested property owners, property managers, special districts, non-profit entities and members of the public may become part of the El Dorado County Invasive Weed Management Group by execution of a Signature Page, subject to ratification by a majority of the existing participants.
10. **NONBINDING AGREEMENT.** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate instruments and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation instrument that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective instrument, each party operates under its own laws, regulations, and/or policies, and any Forest Service

obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective instruments must comply with all applicable law

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

11. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the U.S. Department of Agriculture under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

12. Mandatory U.S. Forest Service Provisions:

- a. NON-LIABILITY. The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this award.
- b. ENDORSEMENT. Any of Parties contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Parties products or activities.
- c. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this instrument, or benefits that may arise there from, either directly or indirectly.
- d. DEBARMENT AND SUSPENSION. Parties shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Parties or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

13. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the attached Signature Page as of the date when the second Party has signed the Signature Page. The completed MOU will be filed at the El Dorado County Department of Agriculture, Juli D. Jensen, Agricultural Commissioner and Sealer of Weights and Measures, 311 Fair Lane Placerville, CA 95667 (530) 621-5520.

Memorandum of Understanding El Dorado County Invasive Weed Management Group

SIGNATURE PAGE

Name of party

hereby agrees to be part of the El Dorado County Invasive Weed Management Group and agrees to comply with, and be bound by, the terms of the Memorandum of Understanding—El Dorado County Invasive Weed Management Group attached hereto and incorporated herein by reference.

The Party hereto has executed this MOU as of the date written below.

Signature

Date

Printed Name

Title

Address

City/State/Zip

Phone

Please sign and date this page and return to:

El Dorado County Department of Agriculture
Attn: LeeAnne Mila
311 Fair Lane
Placerville, CA 95667

A complete copy of the MOU, including appropriate signature page, will be distributed to all partners.