

Memorandum of Understanding Low Desert Weed Management Area

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to promote and formalize cooperative relationships necessary for effective management, coordination, and implementation of noxious weed programs among the undersigned parties within the described geographic area. For the purpose of this document, a weed is a plant species that is detrimental or destructive to agriculture, silviculture, native species, and/or ecosystem function.

II. GEOGRAPHIC AREA

The Low Desert Weed Management Area includes the desert portions of Riverside and San Diego Counties as defined between the ridgeline the inland watershed and the desert watershed.

III. AUTHORITIES

California Food and Agriculture Code Sections 7270-3 as created by California Senate Bill 1740 (Statutes of 2000, Chapter 315)

Federal Noxious Weed Act of 1974, as amended (7 U.S.C. 2801 et seq.)

Endangered Species Act of 1973, as amended (16 U.S.C. 1531 et seq.)

Executive Order 13112 (Invasive Species) February 3, 1999

Wildlife Habitat Incentive Program, Federal Improvement and Reform Act of 1996, PL 104-127; Food Security Act of 1985, as amended, 16 USC 3830 et seq. Activities under this agreement will improve wildlife habitat through the removal of invasive plant species allowing native vegetation to reestablish.

IV. GOALS

Whereas, all parties have a mutual interest in promoting education, detection, monitoring, prevention, information exchange, and control; and share the following goals:

- **Education:** Increasing public awareness and involvement in noxious weed prevention, information, and control
- **Research:** Promotion of cooperation in research that enables development of improved weed control methods, and investigation of ecological roles of weeds in natural systems
- **Inventory, Detection, Monitoring, and Prevention:** Preventing new weed infestations, detecting existing infestations, and preventing their spread
- **Information Exchange:** Sharing of technical information regarding control methods,

- **Control:** Combining resources to bring about effective management and eradication of designated weeds and restoration of healthy ecosystems
- **Cooperation:** Facilitating development of Cooperative Agreements, which will include opportunities for shared funding sources, resources, personnel, equipment, etc

V. STATEMENT OF WORK

Each party agrees to contribute, to the extent possible, the following to further the purpose of the Weed Management Area (WMA):

Southern Low Desert Resource Conservation and Development Council will:

1. Serve as lead coordinating agent and principal contact for the Low Desert WMA.
2. Provide coordination and information on regional issues related to weed control.
3. Support the WMA's efforts in control and prevention of weeds.
4. Solicit, coordinate, and administer grant funding for the WMA.
5. Solicit and coordinate grant funding, when appropriate, that requires application as a 501(c)3 non-profit organization.

California Department of Food and Agriculture (CDFA) will:

1. Provide technical and resource support toward the detection and eradication of "A" rated noxious weeds.
2. Review, evaluate, and report the results of "A" rated noxious weed eradication activities.
3. Supply, as available, biological control agents to suppress noxious weeds
4. Act as a public education resource on noxious weeds.

California Department of Transportation will:

1. Provide encroachment permit for no fee to allow for removal or control of noxious weeds along state highway right of ways.
2. Coordinate with County Agricultural Commissioner's offices on herbicide and biological control projects.
3. Participate within the state highway right of way boundaries to control noxious weeds.
4. Encourage active participation by the public in the "adopt a highway" program by allowing groups to volunteer to keep certain segments of state highways weed-free.

San Bernardino National Forest will:

1. Educate the public about weeds, their identification, prevention, and methods of control.
2. Promote the control and treatment of weeds on National Forest System lands.
3. Support and assist other agencies and interested parties in weed prevention and control to the extent practicable.
4. Identify and map all weed infestations on National Forest System lands as encountered.

Bureau of Land Management (BLM) will:

1. Educate the public about weeds, their identification, prevention, and methods of control.
2. Identify and map weed infestations on BLM managed lands.
3. Promote the prevention and control of weeds on BLM managed lands.
4. Support and assist other agencies and interested parties in weed prevention and control.

Joshua Tree National Park will:

1. Educate the public about weeds, their identification, prevention, and methods of control.
2. Promote the control and treatment of weeds on National Park Service (NPS) lands.
3. Coordinate with and assist other agencies and interested parties in weed prevention and control to the extent possible.
4. Identify and map priority weed infestations on NPS lands.

United States Geological Survey (USGS) will:

1. Assist in designing scientifically sound weed management monitoring plans.
2. Conduct applied research on factors contributing to the spread of weeds and the most effective methods for controlling noxious weeds, including prescribed burning, approved herbicides, grazing, mowing, hand removal, biological controls, and competitive vegetation.

University of California Cooperative Extension Unit will:

1. Educate the public about weeds, their identification, prevention, and methods of control through development and distribution of publications, conducting educational workshops, and field consultations with land managers.
2. Promote the control and prevention of weeds on private land through extension of research-based information on weed control.
3. Conduct and/or report on applied research on weed control to test management strategies including prescribed burning, approved herbicides, grazing, mowing, hand removal, biological control, and competitive vegetation.

California Department of Fish and Game (CDFG) will:

1. Educate the public about weeds, their identification, prevention, and methods of control.
2. Promote the control and treatment of weeds on CDFG and other lands.
3. Support and cooperate with other agencies and interested parties in weed prevention and control.

California Department of Parks and Recreation, Colorado Desert District will:

1. Promote the control and treatment of weeds on State Park system lands.
2. Identify and map priority weed infestations on State Park system lands.
3. Coordinate with, and assist other agencies and interested parties in weed prevention and weed control, to the extent possible.
4. Educate the public about weeds, their effects, identification, and control.

United States Fish and Wildlife Service (USFWS) will:

1. Provide technical assistance to partner agencies within the Weed Management Area.
2. Coordinate with and assist partner agencies and interested parties in weed prevention and control to the extent possible.
3. Assist partner agencies in the identification and development of USFWS administered conservation grants.
4. Promote the control and treatment of weeds on National Wildlife Refuge lands.
5. Identify and map priority weed infestations on National Wildlife Refuge lands.

Riverside County Agricultural Commissioner will:

1. Support the WMA through active participation, including but not limited to attending meetings, and providing input in regards to selection of target weeds and control activities.
2. Aid in conducting surveys and identifying invasive non-native plant localities
3. Monitor seed shipments coming into Riverside County from out of state for noxious weed seeds.
4. Assist CDFA in the release of biological control agents within Riverside County.
5. Disseminate current and relevant noxious weed related information (publications) to our clients and the public.

California Native Plant Society, Riverside/San Bernardino Chapter will:

1. Educate chapter members and the general public on impacts of invasive weeds on native plant communities and efforts to control these weeds.
2. Provide volunteers to help in cooperative invasive weed control efforts in natural areas.
3. Promote native plant species as alternatives to invasive pest plants in landscaping, erosion control, restoration, and water quality projects.
4. Assist with efforts to identify and support funding for WMA projects.

Coachella Valley Water District will:

1. Promote water conservation to reduce opportunities for weed establishment.
2. Recommend native and drought-tolerant plants to minimize invasive introductions.
3. Work to control weeds on CVWD lands and cooperate with other agencies to facilitate weed eradication programs.
4. Participate in research and conservation efforts in desert natural communities to restore or preserve ecological resistance to invasive weeds.

University of California Natural Reserve System will:

1. Promote the control and treatment of weeds on UCNRS and other lands.
2. Coordinate with and assist partner agencies and interested parties in weed prevention and control to the extent possible.
3. Cooperate with other partner agencies on applied research on weed control to test management strategies including prescribed burning, approved herbicides, grazing, mowing, hand removal, biological control, and competitive vegetation.

Friends of the Desert Mountains (FODM) will:

1. Educate members and the public on impacts of invasive weeds on natural communities and the importance of efforts to control these weeds.
2. Provide volunteers to help in cooperative invasive weed control efforts in natural areas.
3. Identify and map weed infestations on FODM managed lands.
4. Promote the prevention and control of weeds on FODM managed lands.
5. Coordinate with and assist partner agencies and interested parties in weed prevention and control.

Center for Natural Lands Management (CNLM) will:

1. Provide help in cooperative invasive weed control efforts in natural areas.
2. Identify and map weed infestations on CNLM managed lands.
3. Promote the prevention and control of weeds on CNLM managed lands.
4. Coordinate with and assist partner agencies and interested parties in invasive weed prevention and control.

Coachella Valley Mountains Conservancy (CVMC) will:

1. Educate the public about weeds, their identification, prevention, and methods of control.
2. Identify and map weed infestations on CVMC managed lands.
3. Promote the prevention and control of weeds on CVMC managed lands.
4. Coordinate with and assist partner agencies and interested parties in weed prevention and control to the extent possible.

The San Diego County Agricultural Commissioner will:

1. Support the WMA through active participation, including but not limited to: attending meetings; participation in development and submission of grant proposals, or other means of fund solicitation; providing input in regards to selection of target weeds; sharing information and resources with other member agencies; and participation in control activities.
2. Conduct or aid in conducting surveys for weeds. Investigate or respond to information supplied by other member agencies or the general public about possible weed infestations. Identify and map locations of invasive weed sites.
3. Monitor seed shipments coming into San Diego County from out of state for noxious weed seeds.
4. Cooperate with CDFA in the release and monitoring of biological control agents within San Diego County.
5. Disseminate current and relevant noxious weed related information (publications) customers and the general public.

The Coachella Valley Resource Conservation District will:

1. In partnership with the Natural Resources Conservation Service and Southern Low Desert Resource Conservation and Development Council will educate the public about weeds, their identification, prevention, and methods of control.

The Natural Resources Conservation Service (NRCS) will:

1. Provide technical assistance in invasive weed management on private lands.
2. Assist in program development for the Weed Management Area.
3. Provide information on any NRCS funding which would be available for the management of weeds on private lands.
4. Assist Conservation Districts within the Weed Management Area as they work to address weed removal in their respective areas.

VI. IT IS MUTUALLY AGREED UPON AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

1. This MOU allows but does not obligate the parties to this agreement to expend funds by entering into cooperative agreements. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties will be handled in accordance with applicable laws, regulations, and procedures including those of the Federal Acquisitions Regulations.
2. This MOU may be revised as necessary, by mutual consent of the parties, by issuance of a written amendment signed and dated by all parties.
3. This MOU in no way restricts any party from participating in similar agreements and/or activities with other public or private entities.
4. Any party may terminate their participation in this MOU at any time by providing written notice to all other parties.
5. New parties may be added to this WMA through a consensus of the group and by their submitting a list of activities that will be performed for the WMA and a signature sheet for this agreement.
6. All books, papers, or documents related to this agreement and WMA shall be available for examination as applicable by law.
7. The parties that comprise the Weed Management Area will meet at least annually for the express purpose of developing, documenting, and implementing plans to review the effectiveness of the activities pursued under this agreement, to develop plans of specific cooperative activities, and to coordinate projects and share information.
8. Each party shall perform its responsibilities and activities described herein as an independent contractor and not as an officer agent, servant, or employee of any of the other parties hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, employees, volunteers, contractors, and subcontractors, if any. Notwithstanding individual agreements, nothing herein shall be considered as creating a partnership or joint venture between the parties.

9. Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance, or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this agreement.
10. The parties agree that all losses or liabilities incurred by a party its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns shall not be shared pro rata but instead agree that each of the parties hereto shall fully indemnify and hold each other harmless from any and all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, orders, liens or judgments, arising from or in any way connected with the performance of its duties pursuant to this agreement.
11. This MOU shall become effective for each party upon the date that party signs the agreement. This MOU shall remain in force for each party unless terminated by written notice.

VII. SIGNATURES

 Tom Burgin, President
 Southern Low Desert Resource Conservation and Development Council

 Date

 California Department of Food and Agriculture

 Date

 California Department of Transportation

 Date

 Max Copenhagen, Deputy Forest Supervisor
 San Bernardino National Forest

 Date

 Gail Acheson, Field Manager
 Bureau of Land Management, Palm Springs-South Coast Field Office

 Date

Curt Sauer, Superintendent
Joshua Tree National Park

Date

Steven Schwarzbach, Director Western Ecological Research Center
United States Geological Survey

Date

Peggy Mauk, County Director
University of California Riverside County Cooperative Extension Unit

Date

Terrell Salmon, County Director
University of California San Diego County Cooperative Extension Unit

Date

Larry Eng, Regional Manager
California Department of Fish and Game, Region 5

Date

Curt Taucher, Regional Manager
California Department of Fish and Game, Region 6

Date

Mark C. Jorgensen, Acting District Superintendent
California Department of Parks and Recreation, Colorado Desert District

Date

U. S. Fish and Wildlife Service, Carlsbad Field Office

Date

Sonny Bono Salton Sea National Wildlife Refuge

Date

John Snyder, Agricultural Commissioner
Riverside County Agricultural Commissioner

Date

Katie Barrows, Chapter President
California Native Plant Society, Riverside/San Bernardino Chapter

Date

Steve Robbins, General Manager and Chief Engineer
Coachella Valley Water District

Date

John Rotenberry, Director
University of California Natural Reserve System

Date

Stuart Bremner, Executive Director
Friends of the Desert Mountains

Date

Cameron Barrows, Preserve Director
Center for Natural Lands Management

Date

Bill Havert, Executive Director
Coachella Valley Mountains Conservancy

Date

San Diego County Agricultural Commissioner

Date

Coachella Valley Resource Conservation District

Date

Ed Burton, State Conservationist
Natural Resources Conservation Service, California

Date