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

All parties have a mutual interest in promoting education, detection, monitoring, prevention, information exchange, and control of noxious weeds. All parties 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 technical information among the parties and with other

regional and local weed management groups regarding control methods, locations, new infestations and successful and unsuccessful projects

- **Control**: Combining resources to effectively manage and eradicate designated weeds and restore healthy ecosystems
- **Cooperation**: Facilitating development of Cooperative Agreements, which will include opportunities to share funding sources, resources, personnel, equipment, etc

V. STATEMENT OF WORK

To the extent it determines possible, each party shall do the following to further the purpose of the MOU:

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. Assist in eradication and control of noxious weeds in state highway right of way boundaries.
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 partner 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.

The Wildlands Conservancy (TWC) will:

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

VI. GENERAL PROVISIONS

Each party agrees to the following General Provisions:

1. This MOU allows, but does not obligate, the parties to this agreement to expend funds by entering into cooperative agreements or by individually undertaking the activities listed above. 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 through a separate cooperative agreement between the parties and 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 pursuant to 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. Not withstanding 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. In lieu of and not withstanding the pro rata risk allocation which might otherwise be imposed between the parties, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata, but instead each party hereto shall fully indemnify and hold each of the other parties harmless from any claim, expense, cost (including attorneys' fees and court costs), damage, liability, judgment, or fine arising out of, or in connection with, the performance of that party's responsibilities pursuant to this MOU.

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

11-03-05

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

_____ — Date

California Department of Food and Agriculture

_____ — Date

California Department of Transportation

12/19/05

Max Copenhagen, Deputy Forest Supervisor — Date
San Bernardino National Forest

Elena Minguez
Acting for Gail Acheson, Field Manager
Bureau of Land Management, Palm Springs-South Coast Field Office

11/2/05
Date

Curt Sauer, Superintendent
Joshua Tree National Park

10/11/05
Date

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

10/17/05
Date

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

12/14/2005
Date

Richard B. Standiford, Associate Vice President
University of California, Agriculture and Natural Resources

1/13/06
Date

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

3/3/06
Date

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

3/10/06
Date

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

1-20-06
Date

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

10/14/05
Date

_____ _____
Date

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

_____ _____
Date

Sonny Bono Salton Sea National Wildlife Refuge

_____ 11-23-05
John Snyder, Agricultural Commissioner Date
Riverside County Agricultural Commissioner

_____ 10-17-05
Katie Barrows, Chapter President Date
California Native Plant Society, Riverside/San Bernardino Chapter

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

_____ _____
John Rotenberry, Director Date
University of California Natural Reserve System

_____ 12/19/05
Stuart Bremner, Executive Director Date
Friends of the Desert Mountains

_____ 10-14-05
Cameron Barrows, Preserve Director Date
Center for Natural Lands Management

_____ 12/15/05
Bill Havert, Executive Director Date
Coachella Valley Mountains Conservancy

Thomas J. Pastuszka, Clerk of the Board
County of San Diego

Date

Bruce Rucker, President
Coachella Valley Resource Conservation District

4/15/06
Date

Ed Burton, State Conservationist
Natural Resources Conservation Service, California

Date

David Meyers, Executive Director
The Wildlands Conservancy

11-8-05
Date