

**DRAFT**  
**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, or important native species, and difficult to control or eradicate.

**II. GEOGRAPHIC AREA**

The desert portions of Riverside and San Diego Counties (map 1) and ...

Comment [ars1]: Revisit

**III. AUTHORITIES**

California Senate Bill 1740 created the Noxious Weed Management Account in the Department of Food and Agriculture Fund. The Bill authorized and appropriated funds for WMAs to use to control and abate noxious weeds according to approved integrated weed management plans, conduct research on the biology, ecology, or management of noxious and invasive weeds, and administer WMA activities.

Comment [ars2]: See if we need this?

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 U.S.C. 3830 et seq. Activities under this MOU 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
- **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, locations, new infestations, successful and unsuccessful projects amongst parties and with other Regional and local Weed Management Areas.
- **Control:** Combining resources to bring about effective management and eradication of designated weeds and restoration of desired ecosystem
- **Cooperation:** Facilitate 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 the following to further the purpose of the MOU:

California Department of Food & Agriculture

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

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 office on herbicide and Biocontrol 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

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, Palm Springs Field Office

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

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

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, and biological controls.

University of California Cooperative Extension Unit

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 upon applied research on weed control to test management strategies including prescribed burning, approved herbicides, grazing, mowing, hand removal, and competitive vegetation.

Other Potential Partners

- Agua Caliente Tribe
- Cal Fish and Game- Regions 5 and 6
- Imperial WMA
- Riverside Ag Commissioner
- Metropolitan Water District?
- Sonny Bono National Wildlife Refuge- If Imperial is a part
- Local Water Districts
- Bureau of Reclamation
- Salton Sea Authority
- Anza Borrego Desert State Park
- BLM El Centro- If Imperial is a part
- Farm Bureau
- Chocolate Mountains
- Coachella Valley Association of Governments
- Other Tribes

- Center for Natural Lands Management
- California Department of Forestry
- California Native Plant Society
- Mountains Conservancy
- Border Patrol- If Imperial is part
- Riverside County Transportation
- San Diego County Ag Commissioner
- San Diego County Transportation
- RCDs
- Low Desert RC&D

**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 money 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 preformed for the WMA and a signature sheet for this MOU.
6. All books, papers, or documents related to this MOU 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 MOU, 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 MOU.
10. In lieu of and notwithstanding the pro rata risk allocation which might be 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 the parties agree that each of the parties hereto shall fully indemnify and hold each of the other parties harmless from any claim, expense or cost, damage or liability arising out of, or in connection with performance of it's responsibilities pursuant to this MOU.
11. This MOU is executed at the date of the second signature page. Unless terminated by written notice, this MOU shall remain in force for a period of five years, at which time it will be subject to renewal or expiration.

## **VII. SIGNATURES**