

# DRAFT

## MEMORANDUM OF UNDERSTANDING MOJAVE WEED MANAGEMENT AREA

### I. Introduction.

Noxious weed infestations occur within the Mojave Desert in California that reduce the biological, agricultural, recreational, and economical value of the land and have negative impact on the environment by suppressing native plant species. A coordinated approach to identifying sites, developing responses, and educating the public will result in a more effective effort to reduce or eliminate noxious weed infestations. Responses to noxious weed infestations may include mechanical, biological, chemical, and cultural control methods that could minimize further noxious weed infestations within the Mojave Desert in California.

SB 1740 authorized funding for the implementation of Integrated Weed Management Plans submitted by county-based Weed Management Areas (WMAs), and to assist the WMAs in garnering additional monetary contributions and in-kind support for integrated weed management.

For the purpose of this document, a “noxious” weed is a plant species that is detrimental or destructive to agriculture, silviculture, or important native species, and difficult to control or eradicate.

To facilitate planning and implementation of educational and control programs, representatives from the partner agencies developed a list of target species within the MWMA. These species are:

Camel thorn	<i>Alhagi camelorum</i>
Dalmation toadflax	<i>Linaria dalmatic</i>
Fountain grass	<i>Pennisetium setaceum</i>
Giant reed	<i>Arundo donax</i>
Halogeton	<i>Halogeton glomeratus</i>
Puncture vine	<i>Tribulus terrestris</i>
Red Brome	<i>Bromus madritensis</i>
Russian thistle	<i>Salsola tragus</i>
Saharan mustard	<i>Brassica tournefortii</i>
Saltcedar	<i>Tamarix ramosissima</i>
Tree of Heaven	<i>Ailanthus altissima</i>
White horsenettle	<i>Solanum elaeagnifolium</i>
Yellow starthistle	<i>Centaurea solstitialis</i>

Saharan mustard is rapidly spreading throughout the Mojave Desert, and Saltcedar continues to adversely affect hydrology and displace native vegetation in riparian areas; therefore, these two species are the focus of initial control actions for the MWMA. However, weed control activities are not limited to only species on the target list. The list will be used to help prioritize weed projects, and may be modified as needed.

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### **II. Purpose.**

The purpose of this Memorandum of Understanding is to establish the Mojave Weed Management Area (MWMA) to facilitate the cooperation and coordination necessary to prevent and control noxious weeds throughout the Mojave Desert in California. The emphasis of MWMA activities shall be on the exclusion, detection, eradication, and suppression of noxious weeds. The priority of control and eradication efforts shall concentrate on the species listed as noxious weeds by the California Department of Food and Agriculture and other species of local significance as they are identified. The signatory agencies and organizations will cooperate in developing coordinated work plans and seeking funds to support the activities of the Mojave Weed Management Area. In addition, public education on noxious weed identification, prevention, and control will be a primary goal of the MWMA.

III. Authority. SB 1740 funding is administered through the California Department of Food and Agriculture, Integrated Pest Control Branch. The mission of the Statewide Weed Management Area Funding Program is to demonstrate the power of local cooperative action in: 1) stopping the spread of noxious weeds on public and private lands; 2) eradicating and controlling weeds in a strategic and prioritized fashion; 3) educating people at all levels about the need and opportunities to control weeds. SB 1740 specifies that funding shall go to WMAs for integrated weed management, and to begin to survey and document weed locations, and to begin to establish a local weed GIS. The goal is to prevent the reproduction and spread of weeds into and within the WMA.

### **IV. Parties.**

This memorandum of understanding is made and entered into by: Bureau of Land Management – California Desert District, Mojave Desert Ecosystem Program, Joshua Tree National Park, Mojave National Preserve, Death Valley National Park, Marine Corps Air Ground Combat Center, Mojave Desert Resource Conservation District, Mojave Desert-Mountain Resource Conservation & Development Council, Mojave Water Agency, San Bernardino County Farm Bureau, San Bernardino National Forest, University of California Cooperative Extension, USDA Natural Resources Conservation Service, US Geological Survey, California State Parks, Edwards Air Force Base, China Lake Naval Air Weapons Station, National Training Center – Fort Irwin, California Department of Fish and Game, California Department of Transportation, the Mojave Desert Ecosystem Program, the Marine Corps Logistics Base - Barstow, and the US Fish and Wildlife Service.

### **V. Agreement.**

It is mutually agreed upon and understood by and between the said parties that:

- A. All partners will meet as needed for the purpose of developing, documenting, and implementing a long-range plan to control and suppress or eradicate noxious weed infestations within the Mojave Weed Management Area.

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- B. During these meetings, annually identify and document a coordinated plan using the agreed upon methods of controlling noxious weeds.
- C. Partners will seek and support funding for MWMA programs, resources, and other requirements for implementing the collaborative programs and activities as necessary. The represented entities will not have the resources to support all these activities from their own budgets; therefore, partners will jointly and individually seek funding and support from other sources. Insofar as it is compatible with each agency's primary mission and statutory responsibilities, all parties shall use their best efforts to secure the funding needed to carry out MWMA-approved projects. Each project that requires specific funding to be implemented shall be the subject of a separate project-specific agreement between the agencies responsible for its funding and implementation.
- D. Partners will share data and information on the distribution of noxious weeds and methods of control for dissemination to all partners through a centralized database and website.
- E. The Bureau of Land Management will:
  - 1. Educate the public about noxious weeds, their identification, prevention, and methods of control.
  - 2. Identify and map noxious weed infestations on public lands.
  - 3. Promote the prevention and control of noxious weeds on public lands.
  - 4. Support and assist other agencies and interested parties in noxious weed prevention and control.
- F. The Marine Corps Air Ground Combat Center, Edwards Air Force base, the National Training Center – Fort Irwin, China Lake NAWS, and the MCLB-Barstow will:
  - 1. Educate the installation personnel and visiting groups about noxious weeds, their identification, prevention, and methods of control.
  - 2. Identify and map noxious weed infestations on military lands.
  - 3. Promote the prevention and control of noxious weeds on military lands.
  - 4. Support and assist other agencies and interested parties in noxious weed prevention and control to the extent possible.
- G. The Mojave Desert Resource Conservation District will:
  - 1. Educate the public about noxious weeds, their identification, prevention, and methods of control.
  - 2. Maintain a GIS for exotic weed mapping efforts within the MWMA.
  - 3. In partnership with the Natural Resources Conservation Service, provide recommendations and planting specifications for the revegetation of disturbed and/or chemically treated areas.
  - 4. Advocate for more sophisticated management strategies by agencies with weed management responsibilities.
- H. The Mojave Desert-Mountain Resource Conservation & Development Council will:

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1. Provide coordination and information on regional issues related to noxious weed control.
  2. Support the Mojave WMA's efforts in control and prevention of noxious weeds.
- I. The Mojave National Preserve, Death Valley National Park, and Joshua Tree National Park will:
1. Educate the public about noxious weeds, their identification, prevention, and methods of control.
  2. Promote the control and treatment of noxious weeds on NPS lands.
  3. Support and assist other agencies and interested parties in noxious weed prevention and control.
  4. Identify and map all noxious weed infestations on NPS lands.
- J. The Mojave Water Agency will:
- K. The San Bernardino County Farm Bureau will:
1. Educate the public about noxious weeds, their identification, prevention, and methods of control.
  2. Promote the control and prevention of noxious weeds on private land.
- L. The San Bernardino National Forest will:
1. Educate the public about noxious weeds, their identification, prevention, and methods of control.
  2. Promote the control and treatment of noxious weeds on federal lands.
  3. Support and assist other agencies and interested parties in noxious weed prevention and control.
  4. Identify and map all noxious weed infestations on National Forest system lands in and adjacent to the Mojave Desert.
- M. The University of California Cooperative Extension Unit will:
1. Educate the public about noxious 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 noxious weeds on private land through extension of research-based information on noxious weed control.
  3. Conduct and/or report upon applied research on noxious weed control to test management strategies including prescribed burning, approved herbicides, grazing, mowing, hand removal, and competitive vegetation.
- N. The USDA Natural Resources Conservation Service will:
1. Work with the Mojave Desert Resource Conservation District (MDRCD) to educate and assist landowners with the management of sensitive areas that may be prone to noxious weed infestation.
  2. Utilize the appropriate Soil Survey of San Bernardino County Mojave River Area, California, in correlating noxious weed areas within the MWMA with soil series to determine connections.

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3. Support the MDRCD's role in providing educational workshops on the management and vegetative control of sensitive areas.
- O. The US Geological Survey will:
1. Assist in designing scientifically sound weed control studies and control efforts
  2. Conduct applied research on factors contributing to the spread of noxious weeds and the most effective methods for controlling noxious weeds, including prescribed burning, approved herbicides, grazing, mowing, hand removal, and biological controls.
- P. The Mojave Desert Ecosystem Program will:
1. Develop and maintain the MWMA website and list server as a link on the CDFA's Weed Management Area website to facilitate communication and dissemination of information related to the MWMA
- Q. The California State Parks (Mojave Sector)
1. Educate the public about noxious weeds, their identification, prevention, and methods of control.
  2. Promote the control and treatment of noxious weeds on Park lands.
  3. Support and assist other agencies and interested parties in noxious weed prevention and control.
  4. Identify and map all noxious weed infestations on Park lands.
- R. The California Department of Transportation will:
- S. The California Department of Fish and Game will:
- T. The U.S. Fish and Wildlife Service will:
- V. Termination. Any partner(s) may, in writing, terminate their participation in this instrument in whole, or in part, at any time before the date of expiration. This agreement may be terminated by majority and the MWMA thereby disbanded. In the event of termination, each party will assume financial and other responsibilities for the completion of required and agreed upon activities or such responsibilities must be modified by mutual written agreement.
- VII. Participation in Similar Activities. This instrument in no way restricts the cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.
- VIII. Effective Date. This instrument is executed as of the last date shown below and expires on December 31, 2004 at which time it will be subject to review, renewal, or expiration.
- XI. Principal Contacts:

Anthony Chavez  
Bureau of Land Management

## **Mojave Weed Management Area - MOU**

2601 Barstow Road  
Barstow, CA 92311

Jane Rodgers  
Joshua Tree National Park  
74485 National Park Drive  
29 Palms, CA 92277

Rhys Evans  
Marine Corps Air Ground Combat Center  
Bldg 1451, Box 788110  
29 Palms, CA 92278

Val Page  
Mojave Desert Resource Conservation District  
17330 Bear Valley Road, Suite 106  
Victorville, CA 92392

Pete Lounsbury  
Mojave Desert-Mountain Resource Conservation & Development Council  
1525 North Norma Street, Suite C  
Ridgecrest, CA 93555

Monique Kolster  
Mojave National Preserve  
222 East Main Street, Suite 202  
Barstow, CA 92311

Norman Caouette  
Mojave Water Agency  
PO Box 1089  
Apple Valley, CA 92307

Rachael Scott  
San Bernardino County Farm Bureau  
210 South Riverside Avenue  
Rialto, CA 92376

Melody Lardner  
San Bernardino National Forest  
1824 South Commercenter Circle  
San Bernardino, CA 92408

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Karl McArthur  
UC Cooperative Extension  
San Bernardino

Rick Aguayo  
USDA Natural Resources Conservation Service  
17330 Bear Valley Road, Suite 106  
Victorville, CA 92392

Matt Brooks  
US Geological Survey  
6770 South Paradise Road  
Las Vegas, NV 89119

Edwards AFB

NTC – Fort Irwin

China Lake NAWS

MCLB – Barstow

Death Valley National Park

Mojave Desert Ecosystem Program

California State Parks (Mojave Sector)

California Department of Transportation

California Department of Fish & Game

US Fish & Wildlife Service

- IX. Non-Fund Obligating Document. This instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the partners to this instrument will be handled in accordance with applicable laws, regulations, and procedure including those for procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.
- X. Modification. Modifications within the scope of this instrument shall be made by the issuance of a bilaterally executed modification prior to any changes being performed.

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XI. Each principal party shall defend, indemnify, and hold harmless each of the other principal parties, their officers, employees, and agents from any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent that such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying principal parties, their officers, agents, or employees.

VI. Effective Date.

This Memorandum of Understanding may be executed in counterparts, all of which together shall constitute a fully executed instrument. In witness thereof, the partners hereto have executed this agreement as of the written date below.

_____ Larry Foreman (Title) Bureau of Land Management	_____ Date
_____ Ernest Quintana, Superintendent Joshua Tree National Park	_____ Date
_____ (Title) Marine Corps Air Ground Combat Center	_____ Date
_____ MaryAnn Salyards, President Mojave Desert Resource Conservation District	_____ Date
_____ J. Peter Lounsbury, President Mojave Desert-Mountain Resource Conservation & Development Council	_____ Date
_____ Larry Whalon, Superintendent Mojave National Preserve	_____ Date
_____ (Title) Death Valley National Park	_____ Date
_____ Kirby Brill, General Manager Mojave Water Agency	_____ Date

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_____ (Title) San Bernardino County Farm Bureau	_____ Date
_____ Forest Supervisor San Bernardino National Forest	_____ Date
_____ (Title) UC Cooperative Extension	_____ Date
_____ (Title) USDA Natural Resources Conservation Service	_____ Date
_____ Director, WERC US Geological Survey	_____ Date
_____ (Title) NTC, Fort Irwin	_____ Date
_____ (Title) China Lakes NAWS	_____ Date
_____ (Title) MCLB Barstow	_____ Date
_____ (Title) Edwards AFB	_____ Date
_____ (Title) California Department of Transportation	_____ Date
_____ (Title) California State Parks	_____ Date

**Mojave Weed Management Area - MOU**

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(Title)  
California Department of Fish & Game

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Date

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(Title)  
US Fish & Wildlife Service

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Date

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(Title)  
Mojave Desert Ecosystem Program

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Date