

MEMORANDUM

TO: Honorable Board of Supervisors

FROM: Thomas M. Miller, County Executive Officer
By: Leslie Hobson, Senior Management Analyst

DATE: July ²¹~~28~~, 2008

SUBJECT: Memorandum of Understanding with Placer County RCD for Red Sesbania Removal Amendment #1

ACTION REQUESTED

Approve an amendment to the Memorandum of Understanding (MOU) with the Placer County Resource Conservation District (PCRCO) to support Phase 2 of the cooperative Dry Creek Watershed Red Sesbania Control Project in the amount of \$58,000. The funds earmarked for this MOU amendment will be reimbursed through two previously Board approved grants: one from the CalFed Watershed Program for \$36,000, and the other from California Department of Food and Agriculture for \$22,000.

BACKGROUND

Red Sesbania is an invasive plant that is becoming a significant problem along streams in the Central Valley. The plant is replacing many native plants that provide important foraging and cover habitat to riparian-dependent species. Removal of this invasive weed is a priority throughout the Sacramento region. The estimated total cost of the Project is \$661,250 and is expected to be completed in 2012.

The first phase of the project was initiated by SAFCA utilizing grant funds secured in 2004. Through its project partners (including Sacramento County, City of Roseville, City of Sacramento and Placer County) SAFCA has systematically and successfully implemented the Dry Creek Watershed Red Sesbania Control Project (DCWRSCP) resulting in nearly 95 percent removal of mature Red Sesbania plants system wide. Phase One cost \$372,000 and was fully funded through the California Department of Water Resources.

The second phase of the DCWRSCP plans to remove 100 percent of Red Sesbania from the Dry Creek watershed and will entail monitoring, weed treatment, and outreach. This project will be managed by the Sacramento Area Flood Control Agency (SAFCA) and the PCRCO. The PCRCO has been requested by Placer County and SAFCA to provide administrative support and management of this next phase of the Project in the Dry Creek Watershed. Placer County and other project partners will assist PCRCO with implementing the Project through technical coordination, provision of maps and a GIS database from SAFCA's earlier project, and any other technical assistance needed relevant to the successful implementation of the Project.

Phase Two will be funded in part by two grants secured by Placer County. The first grant is from the CA Department of Food and Agriculture, and in April 2008 the Board approved the County's Agriculture Department to allocate \$22,000 for Red Sesbania removal. The second grant is from the CalFed Watershed Program to the Planning Department. On May 27, 2008 the Board approved \$36,000 of these funds for Red Sesbania removal. The total cost of Phase Two is \$289,250.

ENVIRONMENTAL

Approval of an amendment to a Memorandum of Understanding with the PCRCDC is not an action subject to review under the California Environmental Quality Act (CEQA).

FISCAL IMPACT

The total funding for this MOU amendment (\$58,000) will be provided by two grants: one from the CalFed Watershed Program for \$36,000, and the other from California Department of Food and Agriculture for \$22,000. Both departments will be able to provide short term financial support during the reimbursement process.

Attachment:

MOU Amendment



Placer County Resource Conservation District

251 Auburn Ravine Rd., Suite 107 - Auburn, CA 95603-3719 - Phone (530) 885-3046, Ext. 6 - Fax (530) 823-5504

Thomas Miller
County Executive Office
175 Fulweiler Ave
Auburn, CA 95603

4/3/08

Re: Amendment #1 to Memorandum of Understanding between the Placer County Resource Conservation District and Placer County for sharing the costs of maintaining and removing Red Sesbania seedlings in the Dry Creek watershed.

Dear Tom,

Please accept this request to amend our original MOU to accommodate two grants awarded to Placer County. The Planning Department and Agriculture Department both applied for and received separate grants to assist in the multi year Dry Creek Red Sesbania eradication project. These funds will assist in hand removal and or application of approved herbicide of Red Sesbania as approved by California Department of Fish and Game within the Dry Creek Watershed.

Amendment # 1 clearly describes funding amounts for the fiscal years 2008-2010 for County grants received from the CALFED Watershed Program and California Department of Food and Agriculture. A copy of the Scope of Services included in the 2008 RFQ and financial contributions from other partner agencies for the current year effort will be provided at your request.

Placer RCD agreed to be project manager on behalf of all funding agencies (which includes SAFCA, Water Forum, City of Sacramento, Sacramento County Department of Water Resources, Sacramento County Regional Parks, City of Roseville, Ducks Unlimited and Placer County) and will be sending eradication progress reports to all partners including your office, County Planning and Agriculture Departments as required by each funding agency. All partners have remained committed to this project despite these financial troubling times. Based on current eradication efforts partners believe eradication will be complete in 2010-2011. I want to thank you for contributions and look forward to your continued support in FY2008-09.

A copy of the original signed MOU is attached for reference and remains unchanged. Thank you for your assistance with this very important project.

Cordially,

A handwritten signature in cursive script, appearing to read "Richard Gresham".

Richard Gresham,
Manager

**Amendment #1
March 2008**

This amendment to the Memorandum of Understanding (MOU) is made and entered into on the First (1st) day of, July 2008 by and between the Placer County Resource Conservation District (PCRCDD) and Placer County for long-term maintenance and removal of red sesbania (*Sesbania punicea*) seedlings in the Dry Creek Watershed (the Project).

1. Scope of Services. Placer County will work with other agencies that have jurisdiction within the Dry Creek Watershed (Participating Agencies) to secure contributions to fund the Project. PCRCDD will accumulate funds from the Participating Agencies into a dedicated account and will use them to pay for the work of the contractor retained pursuant to this MOU.

Placer County Agriculture Department has secured an additional grant from the State Department of Food and Agriculture, Agreement #07-0697 to fund project Dry Creek Watershed Red Sesbania Control for Fiscal Years 2007/08, 2008/09 and 2009/10.

Allocations for eradication program are as follows:
January 1, 2008-June 30, 2008 -\$5,500.00
July 1, 2008-June 30, 2009 - \$11,000.00
July 1, 2009-December 31, 2009 - \$5,500.00
Total allocation - \$22,000.00

Placer County Planning Department has secured an additional grant from the CALFED Watershed Program, Department of Water Resources for eradication of Red Sesbania from the Dry Creek Watershed.

Allocations for eradication program are as follows:
January 1, 2008-December 31, 2008 - \$6,135.00
January 1, 2009-December 31, 2009 - \$23,730.00
January 1, 2010-June 30, 2010 - \$6,135.00
Total Allocation \$36,000.00

The estimated total cost of the Project is \$289,250.00 over a five (5) year period. These two grants will supplement current Project funding. Placer County will be invoiced for the above 2008 allocations by the PCRCDD.

Thereafter Placer County will be invoiced for the remaining grant periods by the PCRCDD in first month of the time periods shown above.

Payment of invoices shall be made by Placer County within 30 days of the date of receipt.

IN WITNESS WHEREOF, the parties have caused this MOU Amendment #1 For Sharing the Cost of Maintaining & Removing Red Sesbania Seedlings in the Dry Creek Watershed to be executed as of the day and year first written above.

PLACER COUNTY RESOURCE CONSERVATION DISTRICT (PCRCO)

By: Richard C. Gresham 4/3/08
Richard C. Gresham, Manager

PLACER COUNTY

By: _____
Chairman, Board of Supervisors

Approved as to Form

Christiana Darlington
Christiana Darlington, Placer County Counsel

Attest

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE PLACER COUNTY RESOURCE CONSERVATION DISTRICT
AND PLACER COUNTY
FOR SHARING THE COST OF MAINTAINING & REMOVING RED SESBANIA
SEEDLINGS IN THE DRY CREEK WATERSHED**

This memorandum of understanding (MOU) is made and entered into on the First (1st) day of, October 2006 by and between the Placer County Resource Conservation District (PCRCDD) and the Placer County for long-term maintenance and removal of red sesbania (*Sesbania punicea*) seedlings in the Dry Creek Watershed (the Project).

RECITALS

Whereas the Sacramento Area Flood Control Agency (SAFCA) was awarded funds to control the proliferation of the invasive Red Sesbania shrub in the Dry Creek Watershed, and SAFCA and partners (including Sacramento County, City of Roseville, City of Sacramento and Placer County Agricultural Commission) have systematically and successfully implemented the Dry Creek Watershed Red Sesbania Control Project (DCWRSCP) resulting in nearly 100% removal of mature red sesbania plants system wide; and

Whereas red sesbania is considered one of the most serious threats to California's low lying waterways and riparian ecosystems due to California's climatic similarity with the known range of the plant; its rate of invasiveness and ability to dominate river and stream corridors; its ability to form dense monotypic stands that occupy banks of rivers, creeks and ditches; its ability to increase erosion and sedimentation and impede flood conveyance; and its toxicity to mammals, birds, reptiles and humans; and

Whereas ongoing control and the goal of eradicating this plant from the Dry Creek Watershed is an achievable objective and of interest to a great many jurisdictions to maintain hydraulic capacity and flood conveyance, reduce impacts associated with erosion, improve recreational access to the public and improve the overall quality of wildlife habitat in the corridor; and

Whereas a seed bank exists within the watershed that requires systematic ongoing treatment for up to 5 to 10 additional years to rid the watershed of this pest; and

Whereas, The PCRCDD has been requested by Placer County and SAFCA to provide administrative support and management of this next phase of the Project in the Dry Creek Watershed; and

Whereas, Placer County and other maintaining agencies in the Dry Creek Watershed have agreed to commit funds for the Project through agreements that will provide PCRCDD with sufficient funds to hire a contractor to implement the Project in the watershed; and

Whereas, Placer County and other project partners will assist PCRCDD with implementing the Project through technical coordination, provision of maps and a GIS database from SAFCA's earlier project, and any other technical assistance needed relevant to the successful implementation of the Project; and

Whereas Placer County has agreed to contribute \$5,000 in FY 2006-07 for the Project and PCRCDD has agreed to contract with an independent contractor to implement the Project; and

Whereas the funding will be provided by Placer County within the County's Annual Cooperative Agreement with PCRCD for FY 2006-2007 approved by the Board of Supervisors on June 27, 2006; specifically, Exhibit 1, Annual Work Program, Task 1a. Unanticipated Requests allocates \$5,000 for projects involving "miscellaneous natural resource issues".

Whereas this MOU may be renewed on a yearly basis until red sesbania is eradicated from the Dry Creek Watershed; and

Whereas Placer County reserves the right of MOU non-renewal beyond the 2006-07 FY, and reserves the right to terminate this MOU after the 2006-07 FY; and

Whereas, the purpose of this MOU is to specify the terms and conditions under which Placer County will contribute \$5,000 to PCRCD for a share of the costs of the Project to achieve the objectives set out herein;

Now therefore, the parties agree as follows:

1. Scope of Services. PCRCD will retain a contractor to implement the Project, will manage the contract, and will ensure that the work is completed faithfully and within the available budget. PCRCD will provide Placer County with the opportunity to comment on the scope of work requested from prospective contractors and the proposals submitted by prospective contractors. PCRCD will allow Placer County to participate in contractor selection interviews.

Placer County will work with other agencies that have jurisdiction within the Dry Creek Watershed (Participating Agencies) to secure contributions to fund the Project. PCRCD will accumulate funds from the Participating Agencies into a dedicated account and will use them to pay for the work of the contractor retained pursuant to this MOU. If funds collected exceed the amount required for a particular year's work, the funds will be retained for future years or returned on a pro-rata basis to Participating Agencies. If the work cannot be completed for any reason for a period longer than three years after the date of the overpayment(s), the overpayment(s) shall be returned.

2. Contract Review. The PCRCD will give Placer County, as a contributing agency, the opportunity to review and comment on all contracts to be carried out in connection with the Project, including the schedule of red sesbania removal. In addition, Placer County will have the right to review and comment on the insurance and indemnity provisions of the contract for this project.

3. Estimated Total Cost. The estimated total cost of the Project is \$289,250.00 over a five (5) year period and the estimated cost to Placer County will be \$5,000 for FY 2006-07. Placer County will be invoiced for the said \$5,000 by the PCRCD in January of 2007. This MOU, if agreed to by Placer County and PCRCD, can be renewed for the balance of the remaining five (5) years upon completion of tasks identified in this MOU. However, any future payments beyond the FY 2006-07 will be contingent upon the successful implementation of MOU objectives as agreed to by PCRCD and Placer County. Placer County reserves the right to not renew the MOU beyond the 2006-07 FY.

Payment of invoices shall be made by Placer County within 30 days of the date of receipt.

4. Maintenance of Records. Within 60 days of the date of this MOU, Placer County and PCRCD shall develop procedures for keeping books, records, documents and other evidence pertaining to costs and expenses incurred pursuant to this MOU to the extent and in such detail as will properly reflect total receipts from participating

organizations and total Project costs. Placer County and PCRCD shall maintain such books, records, documents, and other evidence in accordance with these procedures and for a minimum of three years after completion of Project and resolution of all relevant claims arising therefrom, and shall make available at their offices at reasonable times, such books, records, documents, and other evidence for inspection and audit by authorized representatives of the parties to this MOU.

5. Notices. All notices, requests, demands, and other communications required or permitted to be given under this MOU shall be deemed to have been duly given if in writing and delivered personally or mailed by first-class (postage pre-paid), registered, or certified mail, as follows:

If to PCRCD:

District Manager
PCRCD
251 Auburn Ravine Rd., Suite107
Auburn, CA 95603

If to Placer County:

County Executive Office
175 Fulweiler Avenue
Auburn, CA 95603

A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this section.

Any notice, request, demand, or other communication made pursuant to this Paragraph shall be deemed to have been received by the addressee at such time as it is personally delivered or seven calendar days after it is mailed, as the case may be.

6. Indemnification.

a. Placer County shall defend, indemnify and hold harmless PCRCD, its Board, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the operation and maintenance of the Project, except for such demands, claims, actions, liabilities, losses, damages, and costs that are caused in whole or in part by the negligent or intentional acts or omissions of PCRCD's officers, directors, agents, employees, volunteers or contractors.

b. PCRCD shall defend, indemnify, and hold harmless Placer County, its officers, directors agents, and employees from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the operation and maintenance of the Project improvements allocable to PCRCD, except for such demands, claims, actions, liabilities, losses, damages, and costs that are caused in whole or in part by the negligent or intentional acts or omissions of Placer County Board, officers, directors, agents, employees, volunteers or contractors.

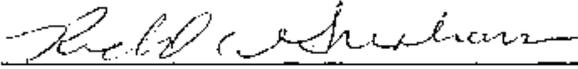
7. Insurance or Self-Insurance. Each party, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverage.

8. Severability. If any provision of this MOU is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this MOU be construed to remain fully valid, enforceable, and binding on the parties.

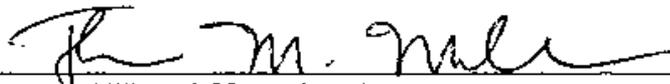
9. Entire MOU. This MOU constitutes the entire MOU of Placer County and PCRCD and supercedes any prior written or oral agreement between them concerning the subject matter herein. Any subsequent amendments, modifications, or waivers of this MOU must be in writing and signed by the authorized representative of both parties.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed as of the day and year first written above.

PLACER COUNTY RESOURCE CONSERVATION DISTRICT (PCRCD)

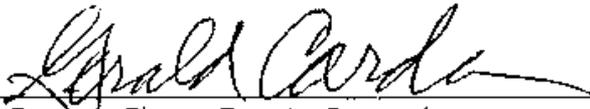
By: 
Richard C. Gresham, Manager

PLACER COUNTY

By: 
Thomas M. Miller, CEO - Administration

Approved as to Form

PCRCD Counsel


Gerald Carden, Placer County Counsel

Attest

