



MEMORANDUM
DEPARTMENT
DIVISION
County of Placer

TO: Board of Supervisors

DATE: April 5, 2016

FROM: Joshua P. Huntsinger

SUBJECT: MOU with Nevada-Placer Weed Management Area

ACTION REQUESTED

Adopt a resolution authorizing the Agricultural Commissioner/Sealer to enter into a Memorandum of Understanding with the Nevada-Placer Weed Management Area. This group will cooperate and coordinate activities necessary to prevent the introduction, establishment, and spread of harmful non-native weeds in the entirety of Nevada County and Placer County, excluding the Lake Tahoe Basin.

BACKGROUND

Since 2002, the Placer County Agriculture Department has worked cooperatively with various local, state and federal agencies, as well as private organizations to detect and eradicate invasive weeds within Nevada County and Placer County.

The NPWMA emphasizes an early detection and rapid response strategy and relies on interagency cooperation and participation to ensure county-wide uniformity and success in efforts to detect and eradicate invasive weeds.

The geographic scope of the LTBWCG includes the entirety of both Nevada County and Placer County. The Placer County Agriculture Department maintains a leadership role within the NPWMA, but limits on-the-ground field work to Placer County.

ENVIRONMENTAL

This activity is categorically exempt under the California Environmental Quality Act (CEQA).

FISCAL IMPACT

There is no fiscal impact at this time.

ATTACHMENTS

Attachments – Memorandum of Understanding



MEMORANDUM OF UNDERSTANDING Nevada-Placer Weed Management Area

This Memorandum of Understanding is made and entered into by the signatories.

I. AUTHORITY

This Memorandum of Understanding is made and entered into by:

- Nevada County Department of Agriculture
- Placer County Department of Agriculture
- California Department of Food and Agriculture
- California State Parks
- California Department of Fish and Wildlife
- U.S. Department of Agriculture, Forest Service, Tahoe National Forest
- U.S. Department of Agriculture, Forest Service, El Dorado National Forest
- Truckee River Watershed Council
- Fire Safe Council of Nevada County
- Placer Land Trust
- Bear Yuba Land Trust
- Nevada County Resource Conservation District
- Placer County Resource Conservation District
- Caltrans
- Pacific Gas & Electric
- California Invasive Plant Council

hereinafter referred to as Principal Parties, Parties or Party, or Partner(s); and other Parties according to the terms of this Memorandum of Understanding, Section IV.

II. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish the Nevada-Placer Weed Management Area (NPWMA) and define the terms and conditions under which the NPWMA will cooperate and coordinate activities necessary to prevent the introduction, establishment, and spread of harmful non-native, invasive weeds in Nevada and Placer Counties. These activities shall focus upon the exclusion, detection, eradication, and suppression of priority invasive weeds using an integrated approach. Priority invasive weeds include:

- Species listed as noxious weeds by the California Department of Food and Agriculture.
- Species listed in the California Invasive Plant Council's Invasive Plant Inventory.
- Species identified on the NPWMA priority invasive plant list.

The signatory agencies and organizations will cooperate in developing coordinated work plans and seeking funds to support the activities of the NPWMA. In addition, public education on weed identification, prevention, and control will be a primary component of the NPWMA.

III. GEOGRAPHIC SCOPE

The geographic scope of the NPWMA covers the entirety of Nevada County and Placer County excluding lands within the Lake Tahoe Basin.

IV. GOALS

NPWMA members recognize that invasive weed infestations occurring within the NPWMA region reduce the biological, recreational, silvicultural and economical value of natural resources and have a negative impact upon the environment by suppressing native plant species. A coordinated approach to identifying infestations, developing responses and educating the public will result in a more effective effort to reduce or eliminate invasive weed infestations. Responses to invasive weed infestations may include mechanical, biological, chemical and/or cultural control methods that could minimize further invasive weed infestations. Accomplishing the above goals will require the following:

1. EDUCATION: Increase public and staff awareness of invasive weeds.
2. EXCLUSION: Exclude invasive weeds from the NPWMA region.
3. PREVENTION: Prevent the establishment of new invasive weed infestations and spread of existing invasive weed infestations.
4. CONTROL: Promote the effective management or eradication of designated weeds.
5. INFORMATION EXCHANGE: Share technical information regarding control methods, locations, new infestations, project success amongst parties and with other weed management areas.
6. COOPERATION: Facilitate development of cooperative agreements for weed management areas which include opportunities for shared funding sources, resources, materials, personnel including volunteers, expertise, equipment, etc.

V. UNDERSTANDING

Now, therefore, in consideration of the above premises, and within each Party's budget and staffing limitations, it is mutually agreed upon and understood by and among the parties to the MOU that:

1. Partners will meet as needed for the purpose of developing, documenting, implementing, and updating a coordinated plan to detect, map, and control

harmful non-native invasive weed infestations in the NPWMA region using the methods of integrated weed management.

2. Partners will participate in the implementation of the coordinated plan by developing and implementing an annual work plan.
3. Insofar as it is compatible with each Party's primary mission and statutory responsibilities, all parties shall use their best efforts to secure the funding needed to carry out the coordinated plan and annual work plan. Each project that requires specific funding to be implemented shall be the subject of a separate project-specific agreement between the Parties responsible for its funding and implementation.
4. Partners will provide data and information on the distribution of weeds and methods of control for sharing with all Partners through a centralized database.
5. This MOU may be extended or amended as necessary by mutual consent of the Parties by execution of a written amendment signed and dated by all Parties. This MOU will be reviewed every five (5) years and extended if necessary.
6. Any Party may terminate its participation in this MOU by providing 60-day written notice to all other Parties.
7. This MOU in no way restricts the involved Parties from participating in similar understandings and/or activities with other public or private agencies, organizations, and individuals.
8. This MOU shall be effective upon execution of a Signature Page by a minimum of two (2) Parties and shall remain in effect until December 31, 2020, or until terminated by the Principal Parties.
9. Additional participants, including interested property owners, property managers, special districts, non-profit entities and members of the public may become part of the NPWMA by execution of a Signature Page, subject to ratification by a majority of the existing participants.
10. The principal contacts for this instrument are: Ed King, Placer County Agriculture Department, 11477 E Ave, Auburn, CA, 95603; Preston Neufeld, Nevada County Agriculture Department, 255 S. Auburn St., Grass Valley, CA, 95945.
11. NON-FUND OBLIGATING DOCUMENT: Nothing in this MOU shall obligate either the U.S. Department of Agriculture or other signatories to this MOU to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the U.S. Department of Agriculture and other signatories to this MOU will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
12. To the extent allowed under Federal Tort Claims Law, each Party shall defend, indemnify, and hold harmless each of the other 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 of 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 by the indemnifying Parties.

13. This MOU may be executed in one or more counterparts, each of which shall be deemed an original.
14. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the U.S. Department of Agriculture under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
15. RESPONSIBILITIES OF PARTIES. The U.S. Department of Agriculture and other signatories to this MOU and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
16. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any other parties or person.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the attached Signature Page as of the date when the second Party has signed the Signature Page.



Memorandum of Understanding Nevada-Placer Weed Management Area

SIGNATURE PAGE

Name of party

hereby agrees to be part of the Nevada-Placer Weed Management Area and agrees to comply with, and be bound by, the terms of the Memorandum of Understanding – Nevada-Placer Weed Management Area attached hereto and incorporated herein by reference.

The Party hereto has executed this MOU as of the date written below.

Signature

Date

Printed Name

Title

Address

City/State/Zip

Phone

Please sign and date this page, make a copy for your files, and return to:

Ed King
Nevada-Placer Weed Management Area
Placer County Department of Agriculture
11477 E Ave
Auburn, CA 95603
eking@placer.ca.gov

**Before the Board of Supervisors
County of Placer, State of California**

In the matter of:

A RESOLUTION AUTHORIZING THE Resolution No.: _____
AGRICULTURAL COMMISSIONER/SEALER TO
ENTER INTO A MEMORANDUM OF
UNDERSTANDING WITH THE NEVADA-PLACER
WEED MANAGEMENT AREA. THIS GROUP WILL
COOPERATE AND COORDINATE ACTIVITIES
NECESSARY TO PREVENT THE INTRODUCTION,
ESTABLISHMENT, AND SPREAD OF HARMFUL
NON-NATIVE WEEDS IN THE ENTIRETY OF
NEVADA COUNTY AND PLACER COUNTY,
EXCLUDING THE LAKE TAHOE BASIN.

The following Resolution was duly passed by the Board of Supervisors of the County of
Placer at a regular meeting held _____, by the following
vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chair, Board of Supervisors

Attest:

Clerk of said Board

BE IT HEREBY RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, that this Board authorizes and directs the Agricultural Commissioner/Sealer to sign Memorandum of Understanding with Nevada Placer Weed Management Area, for prevention and control of noxious weeds in Placer County.

