

Memorandum of Understanding Los Angeles County Weed Management Area

Participants

This Memorandum of Understanding (MOU) is made and entered into by and among the County of Los Angeles, California Department of Fish and Game, California Department of Food and Agriculture, California State Parks, California Department of Transportation, California Native Plant Society, California State Polytechnic University, College of Agriculture, Pomona, United States Department of Agriculture – Natural Resources Conservation Service, United States Army Corp of Engineers, United States Bureau of Land Management, United States Forest Service, National Park Service – Santa Monica Mountains National Recreation Area, Resource Conservation District of the Santa Monica Mountains, Antelope Valley Resource Conservation District, Los Angeles and San Gabriel Rivers Watershed Council, Mountains Restoration Trust, San Gabriel Mountains Regional Conservancy, North East Trees, California Invasive Plant Council, California Native Plant Society, and Las Virgenes Institute for Resource Management, hereinafter referred to as Principal Parties, Parties or Party.

Authority

The Parties are entering into this MOU pursuant to the California Food and Agricultural Code, Section 7272(b), which states:

“A ‘weed management area’ is a local organization that brings together all interested landowners, land managers (private, city, county, state, and federal), special districts, and the public in a county or other geographical area for the purpose of coordinating and combining their actions and expertise to deal with their common weed control problems. The organization shall function under the authority of a mutually developed memorandum of understanding and subject to statutory and regulatory requirements. A weed management area may be voluntarily governed by a chairperson or a steering committee.”

Purpose

The purpose of this MOU is to establish an invasive weed management area within the boundaries of Los Angeles County and define the terms and conditions under which the Los Angeles County Weed Management Area will cooperate and coordinate activities necessary to prevent the introduction, establishment and spread of invasive weeds in Los Angeles County. The emphasis of these activities shall focus upon the exclusion, detection, eradication and suppression of designated noxious weeds and invasive exotic (non-native) plants using an integrated approach. 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 seeking funding to support the activities of the Los Angeles County Weed Management Area.

Overview of Integrated Weed Management Program

Invasive weed infestations occur within Los Angeles County that reduce the biological, agricultural, recreational and economical value of the land and have negative impact upon the

environment by suppressing native plant species. Integrated weed management is a system used to plan and recommend selected methods of management to prevent, contain or control undesirable plant species or group of species using all available strategies and techniques. Together these strategies and techniques are economically and environmentally more effective than any single option. The elements of integrated management include:

1. Education: increasing public awareness and involvement in invasive weed prevention and control through training and workshops provided by participating agencies.
2. Inventory, Monitoring, Evaluation, Prevention and Early Detection: preventing new weed infestations, detecting existing infestations and preventing their spread.
3. Information Exchange: sharing of technical information regarding control methods, locations, new infestations, and successful and unsuccessful projects amongst the Parties and with other regional and local Weed Management Areas.
4. Control (physical/mechanical, biological, chemical, cultural): combining resources to bring about effective management and eradication of designated weeds, and introduction of native plants or cultured plants to discourage invasive species.
5. Cooperation: facilitate development of Cooperative Agreements, which will include opportunities for shared funding sources, resources, personnel, equipment, etc.

An integrated strategy to manage these populations could minimize their negative effects and prevent future infestations of undesirable plant species.

Agreement

It is mutually agreed upon and understood by and among the Parties to this MOU that:

- A. There shall be a steering committee established among the Parties to this MOU. The steering committee shall be comprised of a maximum of thirteen (13) representatives interested in the control of invasive weeds within Los Angeles County. As membership allows, the committee may consist of the Los Angeles County Agricultural Commissioner or his/her designee, and representatives from these interests: agricultural production, parks and public land management, water and natural resources, transportation/utilities, education/research, environmental advocacy and watershed management/ protection.
- B. Steering committee members shall serve for a term of three (3) years. The Parties at the first meeting of each calendar year shall select steering committee members. Terms may be renewed annually. The steering committee shall establish bylaws governing the manner in which business is to be conducted.
- C. The steering committee shall make decisions on matters affecting the weed management area, by majority vote of the members present. At least fifty-percent (50%) of committee members must be present for any action to be taken. The steering committee shall consider input from all Parties to this MOU in these decisions.
- D. The Parties will initially meet at least four (4) times per year to provide input to the steering committee. The steering committee may amend the meeting schedule of the Parties as necessary.
- E. The steering committee shall meet to develop a list of targeted invasive weed species, and to develop and document a coordinated plan to control WMA selected invasive types of infestations within Los Angeles County using the elements of integrated weed management.

- F. 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.
- G. This MOU in no way restricts any Party from participation in similar agreements and/or activities with other public or private entities.
- H. Interested landowners, land managers (private, city, county, state and federal), special districts, and the public in Los Angeles County may become part of the Los Angeles County Weed Management Area by submittal of agreed performance "activities" and execution of the signature page entitled "Agreement to Join the Memorandum of Understanding Establishing the Los Angeles County Weed Management Area" attached as Exhibit A. The executed signature page shall be returned to the steering committee for distribution to all Parties to this MOU. The return shall be accomplished by certified mail to the steering committee in care of the Agricultural Commissioner/Weights and Measures, County of Los Angeles, 12300 Lower Azusa Road, Arcadia, CA 91006.
- I. This MOU shall take effect upon execution by a minimum of three (3) Parties. This MOU expires ten (10) years from its original effective date, unless extended by mutual consent. Any Party may terminate their participation in this MOU at any time by providing written notice to all other Parties.
- J. This MOU is neither a fiscal nor a funding obligation document. Any endeavor involving reimbursement or contribution of funds between the Parties to this instrument will be handled in accordance with the laws, regulations, and procedures applicable to each governmental agency, private landowner, or other participant, including those for government 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. This instrument does not provide such 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.
- K. One purpose of this MOU is to establish eligibility to seek and receive funding from various sources such as state grants, etc. for Weed Management Area projects. The Parties acknowledge that availability of this funding may be necessary to carry out some of the activities listed below.
- L. The Los Angeles County Weed Management Area Steering Committee working with the parties will develop a plan for the integrated management of invasive weeds within Los Angeles County as required by CDFA to receive funding from the state WMA fund.
- M. 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.
- N. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, 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 including court costs and reasonable attorney's fees, damage or liability arising out of, or in connection with, performance of its responsibilities pursuant to this MOU.

- O. 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, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the Parties.
- P. This MOU may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute one and the same instrument.
- Q. Each Party represents and warrants that it has full power and authority to execute and fully perform its obligations under this MOU without the need for any further action and that the person executing this MOU on behalf of each Party is fully authorized to do so.
- R. The Steering Committee of the Los Angeles County Weed Management Area is a legislative body as defined in Government Code section 54950 et. seq and as such will comply with all requirements of the Brown Act.

Activities: In consideration of the above premises, the parties agree to perform the activities as follows, subject to the funding and staffing availability:

<Name of Organization Goes Here>

1. <List Task 1 here>
2. <List Task 2 here>
3. <List Task 3 here>
4. <List Task 4 here>
5. <List Task 5 here>

Who belongs to the Los Angeles County WMA?

County of Los Angeles, California Department of Fish and Game, California Department of Food and Agriculture, California State Parks, California Department of Transportation, California Native Plant Society, California State Polytechnic University, College of Agriculture, Pomona, United States Department of Agriculture – Natural Resources Conservation Service, United States Army Corp of Engineers, United States Bureau of Land Management, United States Forest Service, National Park Service – Santa Monica Mountains National Recreation Area, Resource Conservation District of the Santa Monica Mountains, Antelope Valley Resource Conservation District, Los Angeles and San Gabriel Rivers Watershed Council, Mountains Restoration Trust, San Gabriel Mountains Regional Conservancy, North East Trees, California Invasive Plant Council, California Native Plant Society, and Las Virgenes Institute for Resource Management