

# MEMORANDUM OF UNDERSTANDING OF THE CENTRAL SIERRA PARTNERSHIP AGAINST WEEDS

## I. AUTHORITY

This Memorandum of Understanding (MOU) is made and entered into this 24<sup>th</sup> day of February, 2022, by the parties signing below<sup>1</sup>.

- CalTrans
- Calaveras County Department of Agriculture
- California Department of Parks and Recreation
- Sierra Pacific Industries
- Tuolumne County Department of Agriculture
- U.C. Cooperative Extension
- U.S. Forest Service, Stanislaus National Forest
- East Bay Municipal Utility District
- Bureau of Land Management, Mother Lode Field Office
- Yosemite National Park
- Utica Water and Power Authority

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

<sup>1</sup>The list of parties will be revised periodically as signatories are added or removed.

## II. PURPOSE

The purpose of this Memorandum of Understanding is to establish terms and conditions under which the members of the Central Sierra Partnership Against Weeds (CSPAW) will plan and accomplish coordinated activities needed to prevent the introduction, establishment, and spread of harmful non-native weeds in Calaveras and Tuolumne Counties. These activities shall focus upon the exclusion, detection, eradication, and suppression of priority invasive weeds using an integrated approach. The signatory agencies, organizations, and individuals will cooperate in developing coordinated work

plans and seeking funds to support the activities of the CSPAW. In addition, public education on weed identification, prevention, and control will be a primary component of the CSPAW.

### **III. GOALS**

CSPAW members recognize that invasive weed infestations occur within Calaveras and Tuolumne Counties that reduce the biological, recreational and economic value of agricultural, private and public lands and have a negative impact upon the environment by suppressing native plant species and reducing wildlife habitat and biological diversity. A coordinated approach to identifying sites, 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 in Calaveras and Tuolumne Counties. Accomplishing the above goals will require the following:

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

### **IV. UNDERSTANDING**

All parties have a mutual interest in preventing new weed species from establishing in Calaveras and Tuolumne Counties, and in controlling existing populations of weed species. Now, therefore, in consideration of the above premise the parties agree as follows:

#### **I. ALL PARTIES AGREE:**

1. To develop and document a strategy with short-term and long-term goals for preventing and controlling weed infestations in Calaveras and Tuolumne Counties (weed plan).
2. To actively identify and pursue opportunities for cooperative actions to implement the weed plan.
3. To enter into supplemental agreements or other legal instruments to seek or implement grant or cooperative funding received under the auspices of this MOU and the weed plan.

II. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

1. Nothing in this MOU shall be construed as obligating the parties to this agreement to expend money, or involve any contract or other obligation for the future payment of money. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations and procedures including those of the Federal Acquisitions Regulations. Such endeavors will be documented in separate written agreements between the particular parties involved, and independently authorized by appropriate statutory authority. This MOU does not give such authority.
2. This MOU may be revisited 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 MOU by their submitting a signature sheet for this MOU.
6. It is understood that this is a Memorandum of Understanding by and between separate agencies, companies and private individuals and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.
7. All books, papers or documents relative to this MOU shall be available for examination by officials having oversight authority in any of the organizations signing this MOU.
8. The parties will meet annually to review the effectiveness of the activities pursued under this MOU, and to develop an annual weed plan of specific cooperative activities for the coming year.
9. The parties agree that they shall cooperate in good faith to accomplish the object of this MOU and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.
10. No member of or delegate to Congress shall be admitted to any share or part of this instrument, or any benefits that may arise there from.

11. This MOU is executed or extended as of the date of the second signature page. Unless terminated by written notice, this MOU shall remain in force until July 1<sup>st</sup>, 2024, at which time it will be subject to renewal or expiration.
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. The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and American's With Disabilities Act of 1990. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Agriculture or any agency thereof.
14. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to public agencies 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.
17. AUTHORITY. Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the MOU shall comply with all requirements of law, including capacity and authority to amend or modify the MOU.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the attached Signature Pages as of February 24<sup>th</sup>, 2022. The completed MOU will be filed at the Calaveras County Department of Agriculture, Justice Rasmussen, Agriculture Biologist III, 23 E. Saint Charles St, San Andreas, CA 95249 (209) 754-6504

MEMORANDUM OF UNDERSTANDING  
OF THE  
CENTRAL SIERRA PARTNERSHIP AGAINST WEEDS  
SIGNATURE PAGE

I/My organization shares the goals of the above Memorandum of Understanding, and is renewing or becoming a member of the Central Sierra Partnership Against Weeds.

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Print Name

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Mailing Address

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Phone Number

E-mail

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Agency /Organization /Corporation /Individual / Other Entity

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Signature

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Date Signed

Please return signature page to:

CSPA

Calaveras County Department of Agriculture  
891 Mountain Ranch Road  
San Andreas, CA 95249

Please keep a copy for your records