

MEMORANDUM OF UNDERSTANDING
Santa Ana River and Orange County Weed Management Area

___/___/___

Participants

This Memorandum of Understanding (MOU) is made and entered into by and among, the Riverside-Corona Resource Conservation District, Orange County Agriculture, Weights and Measures, Southwest Resource Management Association, Orange County Water District, Audubon, California State Parks – Orange Coast District, Laguna Canyon Foundation, California Native Plant Society, represented by the Riverside San Bernardino Chapter and the Orange County Chapter, San Jacinto Basin Resource Conservation District, Inland Empire Resource Conservation District, Irvine Ranch Conservancy, University of California, Division of Agriculture and Natural Resources, The Nature Conservancy, and Western Riverside County Regional Conservation Authority among others as amended.

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' (WMA) is a local organization that brings together all interested landowners, land managers (private, city, county, state, 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 a weed management area and define the terms and conditions under which the Santa Ana River and Orange County WMA (SAROCWMA) will cooperate and coordinate activities necessary to prevent the introduction, establishment and spread of invasive non-native plants within the Santa Ana River and Orange County watersheds.

Overview

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:

- Education and Awareness
- Prevention and Early Detection

- Inventory
- Control (physical/mechanical, biological, chemical, cultural)
- Monitoring and Evaluation

A number of invasive non-native plants are found in the Santa Ana River and Orange County WMA. 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 eight (8) representatives interested in the control of invasive and noxious weeds within SAROCWMA. As membership allows, the committee shall consist of at least one member from each represented county (Orange, Riverside, San Bernardino)
- B. Steering committee members shall serve for a term of one year. Steering committee members shall be selected by the parties at the first meeting of each calendar year. Terms may be renewed annually. The steering committee shall establish bylaws governing the manner in which business is to be conducted.
- C. Decisions on matters affecting the weed management area shall be made by majority vote of the total membership of the steering committee. At least fifty-percent (50%) of committee members must be present for any steering committee meeting to take place. Steering Committee Meetings shall be open to all parties.
- D. The parties will initially meet at least three times per year to provide input to the steering committee.
- E. The steering committee shall meet to develop and document a coordinated Strategic Plan to control invasive and noxious weed infestations within SAROCWMA 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 the Santa Ana River and Orange County WMA area may become part of the Santa Ana River and Orange County WMA

- by execution of the signature page entitled "Agreement to Join the Memorandum of Understanding Establishing the Santa Ana River and Orange County Weed Management Area" attached as Exhibit A. The executed signature page shall be returned to a steering committee member for distribution to all parties to this MOU. The return shall be accomplished by certified mail to the steering committee.
- I. This MOU shall be effective upon execution by a minimum of two (2) parties. **This MOU expires on December 31, 2030.** Any party may terminate their participation in this MOU at any time by providing written notice to the other party and the steering committee.
 - J. This MOU is neither a fiscal nor a funds 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.
 - K. 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.
 - L. Each party shall perform its responsibilities and activities described herein as an independent party 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.
 - M. Each party to this MOU agrees to defend, indemnify and hold each other party to this MOU harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this MOU, but only in proportion to and to the extent 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 party, its officers, agents, or employees;
 - N. In consideration of the above premises, the parties agree to perform the activities as follows:

1. Support the WMA through active participation, including, but not limited to: attending meetings, providing input in regards to selection of target non-native plants and control activities, and dissemination of information about WMA activities throughout the party's agency or organization if applicable.
 2. Work with the WMA, public agencies, and private landowners to control invasive non-native plant infestations on properties in the Santa Ana River and Orange County watersheds.
 3. Cooperate with the WMA, individuals and agencies on control and prevention programs for invasive non-native plants.
 4. Aid (providing access, assistance, etc.) in conducting surveys and identifying invasive non-native plant sites throughout the watersheds.
 5. Support the education of the public, growers, ranchers, businesses, and agencies about invasive non-native plants, their identification, and methods of control and prevention.
 6. Promote and implement elements of integrated weed management to prevent the establishment and spread of invasive non-native plants in the Santa Ana River and Orange County WMA.
 7. Cooperate in the development of grant proposals to fund local weed management programs.
- O. This MOU shall not be assigned by either Party, either in whole or in part, without the prior written consent of the non-assigning Parties. Any assignment or purported assignment of this MOU without the prior written consent of the non-assigning Parties will be deemed void and of no force or effect.
- P. This MOU embodies the entire agreement between the Parties hereto in relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the Parties at the time of execution of this MOU.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN

THE RIVERSIDE-CORONA RESOURCE CONSERVATION DISTRICT, ORANGE COUNTY AGRICULTURE, WEIGHTS AND MEASURES, SOUTHWEST RESOURCE MANAGEMENT ASSOCIATION, ORANGE COUNTY WATER DISTRICT, AUDUBON, CALIFORNIA STATE PARKS – ORANGE COAST DISTRICT, LAGUNA CANYON FOUNDATION, CALIFORNIA NATIVE PLANT SOCIETY, REPRESENTED BY THE RIVERSIDE SAN BERNARDINO CHAPTER AND THE ORANGE COUNTY CHAPTER, SAN JACINTO BASIN RESOURCE CONSERVATION DISTRICT, INLAND EMPIRE RESOURCE CONSERVATION DISTRICT, IRVINE RANCH CONSERVANCY, UNIVERSITY OF CALIFORNIA, DIVISION OF AGRICULTURE AND NATURAL RESOURCES, THE NATURE CONSERVANCY, AND WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the date as indicated beside each Party's signature.

Riverside-Corona Resource Conservation District

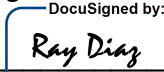
Signature: _____
Kerwin Russell
District Manager

Date: _____

Orange County Agriculture, Weights and Measures

Signature: _____
Jose Arriaga
Orange County Agricultural Commissioner

Date: _____

Approved to form:  _____,
Orange County Deputy County Counsel

Southwest Resource Management Association

Signature: _____
Shelli Lamb
Chief Executive Officer

Date: _____

Orange County Water District

Signature: _____
Sheryl Parsons
Natural Resources Director

Date: _____

Audubon

Signature: _____
Sandy DeSimone
Director research, education and land management at Starr Ranch
Sanctuary

Date: _____

California State Parks- Orange Coast District

Signature: _____
Scott Kibbey
District Superintendent

Date: _____

Laguna Canyon Foundation

Signature: _____
Scott Thomas
Executive Director

Date: _____

California Native Plant Society

Signature: _____
Jun Bando
Executive Director

Date: _____

CNPS Riverside - San Bernardino Chapter

Signature: _____
Arlee Montalvo
Chapter President

Date: _____

CNPS Orange County Chapter

Signature: _____
Elizabeth Wallace
Chapter President

Date: _____

San Jacinto Basin Resource Conservation District

Signature: _____
Brett Mills
District Manager

Date: _____

Inland Empire Resource Conservation District

Signature: _____
Mandy Parkes
District Manager

Date: _____

Irvine Ranch Conservancy

Signature: _____
Nathan Gregory
Senior Vice President & Chief Programs Officer

Date: _____

University of California, Division of Agriculture and Natural Resources

Signature: _____
Name: _____
Title: _____

Date: _____

The Nature Conservancy

Signature: _____
Name: _____
Title: _____

Date: _____

Western Riverside County Regional Conservation Authority

Signature: _____

Date: _____

Name: _____

Title: _____