

## **SHASTA COUNTY WEED MANAGEMENT AREA**

### **MEMORANDUM OF UNDERSTANDING**

#### **PARTICIPANTS**

This Memorandum of Understanding (MOU) is made and entered into by and among the following parties:

County of Shasta, Department of Agriculture  
California Department of Food and Agriculture  
University of California Cooperative Extension  
Shasta County Farm Bureau  
Shasta County Cattlemen's Association  
Fall River-Big Valley Cattlemen's Association  
USDA, National Resources Conservation Service  
Western Shasta Resource Conservation District  
Fall River Resource Conservation District  
Bureau of Land Management, Redding and Applegate Field Offices  
Shasta-Trinity and Lassen National Forests  
Whiskeytown National Recreation Area  
California Department of Forestry and Fire Protection  
California Department of Fish and Wildlife  
California Department of Transportation, District 2  
California Department of Parks and Recreation  
Fruit Growers Supply Company  
Sierra Pacific Industries  
W.M. Beaty and Associates, Inc.  
City of Redding  
California Native Plant Society  
Turtle Bay Museums and Arboretum  
Rotary Club of Redding Allied Stream Team

#### **AUTHORITY**

The parties are entering into this MOU pursuant to subdivision (b) of section 7272 of the California Food and Agricultural Code, 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 the Shasta County Weed Management Area (WMA), define the terms and conditions under which it will operate, and coordinate activities necessary to prevent the introduction, establishment, and spread of noxious weeds in Shasta County. These activities shall focus upon the exclusion, detection, eradication, and spread of designated noxious weeds in Shasta County using an integrated weed management approach.

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 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)

A number of noxious weeds and invasive plants are found in Shasta County. 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. A steering committee shall be established which shall be comprised of not less than two or more than ten parties and/or representatives of parties to this MOU. If the total number of parties to this MOU is ten or more, the steering committee membership shall consist of the Shasta County Agricultural Commissioner or his/her representative, two at-large members, and (if possible and as the composition of the parties to this MOU permits) not more than one party and/or representative of a party from each of the following interests: agriculture and timber production, livestock production, public land management, water and natural resources, transportation/utilities, education/research, and environmental advocacy. In the event that the composition of the parties to this MOU precludes the representation of one or more of the foregoing interests or a party declines to serve or be represented on the steering committee, an alternative member or members of the steering committee may be

- elected regardless of the interest to be represented. Should there ever be less than ten parties to this MOU, the number and composition of the steering committee shall be determined by the parties to this MOU, so long as the steering committee consists of at least two representatives, and so long as at least one member of the steering committee is the Shasta County Agricultural Commissioner or his/her representative.
- B. Steering committee members shall serve for a term of one year. The parties at the first meeting of each calendar year shall select steering committee members. Terms may be renewed annually.
  - C. The steering committee shall make decisions on matters affecting the Shasta County Weed Management Area, by majority vote of the members present. At least 50 percent 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 to this MOU will initially meet at least two 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 and document a coordinated plan to control noxious weed infestations within Shasta County using the elements of integrated weed management.
  - F. No changes, amendments, or alterations to this MOU shall be effective unless in writing and signed by all parties. Notwithstanding anything to the contrary in this MOU, the Shasta County Agricultural Commissioner may sign any amendments, changes or alterations (and may be retroactive) to this MOU on behalf of the County of Shasta.
  - 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 Shasta County may become part of the Shasta County Weed Management Area by execution of the signature page entitled "Agreement to Join the Memorandum of Understanding Establishing the Shasta 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 mail or email to the steering committee in care of the Agricultural Commissioner, County of Shasta.
  - I. This MOU shall be effective upon execution by a minimum of two parties. This MOU remains effective until a minimum of two parties, one being the Shasta County Agricultural Commissioner, amends this MOU to terminate it. Any party may terminate their participation in this MOU at any time by providing written notice to all other parties. Written notice for this purpose may be provided by email. Each party hereto shall complete Exhibit A, including the name, email address, and telephone number of the individual

designated to receive notices on the party's behalf.

- J. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement, contribution of funds, or transfer of anything of value between parties to this instrument will be managed in accordance with relevant 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 legal authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award 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. 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. 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, damage or liability arising out of, or in connection with, performance of its responsibilities pursuant to this MOU.
- M. 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. Nothing herein shall be considered as creating a partnership or joint venture between the parties.
- N. This MOU may be executed in one or more counterparts, all of which taken together, shall constitute one and the same instrument when each party has signed at least one counterpart. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes. This provision also applies to any changes, amendments, or alterations (and may be retroactive) to this MOU.
- O. Freedom of Information Act (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S. C. 552).
- P. Conditions. In consideration of the above premises, the parties agree to perform the activities as follows:

**Shasta County Department of Agriculture:**

1. Work with private landowners to address noxious weed infestations on their

- properties in the Weed Management Area (WMA).
2. Work with public agencies to address noxious weed infestations of property they manage.
  3. Release biological control agents, and monitor and manage their distribution throughout the Shasta County WMA in cooperation with the California Department of Food and Agriculture and the owners/managers of the effected property.
  4. Assist landowners, land managers, and the general public with weed identification, and methods of control and prevention.
  5. Conduct surveys and identify noxious weed sites throughout the WMA. Develop noxious weed site maps and a Geographic Information System (GIS) database inventory.
  6. Provide information about the safe use of pesticides.
  7. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in the WMA.
  8. Cooperate in the development of grant proposals to fund local weed management programs.
  9. Maintain the WMA noxious weed database and contribute to either the WMA noxious weed database or Calflora database.

**California Department of Food and Agriculture (CDFA):**

1. Supply biological agents when available to suppress noxious weeds and work cooperatively with the Shasta County Department of Agriculture on the biological control of noxious weeds.
2. Provide technical assistance and resource support towards the eradication and suppression of weeds rated "A" and "B" on CDFA's action oriented pest rating list.
3. Review, evaluate, and report the results of "A" and "B" rated weed eradication activities.
4. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in Shasta County.
5. Cooperate in the development of grant proposals to fund local weed management programs.

**University of California Cooperative Extension:**

1. Assist and educate landowners, land managers, and the general public concerning matters pertaining to weed identification and weed management practices.
2. Cooperate with individuals and agencies on control and prevention programs for noxious weed control.
3. Provide technical advice for developing weed management projects.
4. Conduct and/or report upon applied research projects for noxious weed control.
5. Cooperate in the development of grant proposals to fund local weed management programs.

**Shasta County Farm Bureau:**

1. Make members of the Farm Bureau aware of the noxious weeds in Shasta County, their destructive effect on rangelands, and promote their control.
2. Encourage members to contact the Shasta County Farm Advisor's office or the Shasta County Agricultural Commissioner's office for assistance in identifying noxious weeds and to obtain information on effective control methods.
3. Assist with legislative advocacy.

**Shasta County Cattlemen's Association:**

1. Make members of the Cattlemen's Association aware of the noxious weeds in Shasta County, their destructive effect on rangelands, and promote their control.
2. Encourage members to contact the Shasta County Farm Advisor's office or the Shasta County Agricultural Commissioner's office for assistance in identifying noxious weeds and to obtain information on effective control methods.
3. Assist with legislative advocacy.

**Fall River-Big Valley Cattlemen's Association:**

1. Make members of the Cattlemen's Association aware of the noxious weeds in Shasta County, their destructive effect on rangelands, and promote their control.
2. Encourage members to contact the Shasta County Farm Advisor's office or the Shasta County Agricultural Commissioner's office for assistance in identifying noxious weeds and to obtain information on effective control methods.
3. Assist with legislative advocacy.

**United States Department of Agriculture, Natural Resources Conservation Service (NRCS):**

1. Work with the Shasta County Farm Advisor's office and the Shasta County Agricultural Commissioner's office to provide noxious weed control technical assistance to private land owners cooperating through their local Resource Conservation District.
2. Promote weed control on private lands in accordance with the NRCS National Conservation Planning Policies.
3. Cooperate in the development of grant proposals to fund local weed management programs.

**Western Shasta Resource Conservation District (WSRCD):**

1. Assist the Shasta County Agricultural Commissioner's office, the United States Department of Agriculture, and Natural Resource Conservation Service in identifying funding opportunities and in applying for grants and cost-share programs for noxious weed control and education.
2. Cooperate with the Shasta County Agricultural Commissioner's office and agency partners to provide technical assistance on noxious weed evaluation and control

- on WSRCD projects whenever possible.
3. Educate the public, private landowners, and WSRCD employees about noxious weeds, their identification, methods of control and prevention, contacts for technical assistance. This information may be posted on the WSRCD's web site.
4. Contribute to either the WMA noxious weed database or Calflora database.

**Fall River Resource Conservation District (FRRCD):**

1. Assist the Shasta County Agricultural Commissioner's office and the United States Department of Agriculture, Natural Resource Conservation service in identifying funding opportunities and in applying for grants and cost-share programs for noxious weed control and education.
2. Cooperate with the Shasta County Agricultural Commissioner's office and agency partners to provide technical assistance on noxious weed evaluation and control on FRRCD projects whenever possible.
3. Educate the public, private landowners, and FRRCD employees about noxious weeds, their identification, methods of control and prevention, contacts for technical assistance.
4. Contribute to either the WMA noxious weed database or Calflora database.

**Bureau of Land Management (BLM): Redding and Applegate Field Offices:**

1. Educate BLM employees and the public about noxious weed identification and the importance of control and prevention.
2. Identify, record, and control noxious weed infestations on lands managed by BLM.
3. Contribute to either the WMA noxious weed database or Calflora database.
4. Cooperate with other MOU participants on prevention programs and mutual projects, when possible.

**Shasta-Trinity and Lassen National Forests:**

1. Raise awareness of noxious weed issues in all related program areas of National Forest management.
2. Contribute to public education and awareness of the effects of noxious weeds, relative to Forest Service Lands in Shasta County.
3. Conduct noxious weed surveys on National Forest lands in the WMA.
4. Coordinate eradication efforts with the Shasta County Department of Agriculture.
5. Contribute to either the WMA noxious weed database or Calflora database.
6. Conduct required environmental analysis, planning, and documentation and other Federal procedures in conformance with the National Environmental Policy Act (NEPA) in consultation with appropriate agencies (National Marine Fisheries Service and U.S. Fish and Wildlife Service) as per the Endangered Species Act prior to implementation of noxious weed control activities on National Forest lands.

**Whiskeytown National Recreation Area:**

1. Educate the public and employees about noxious weeds, their identification, and methods of control and prevention.
2. Conduct weed surveys and treat noxious weed infestations in the Whiskeytown National Recreation Area.
3. Contribute data on noxious weed infestations to either the WMA noxious weed database or Calflora database.

**California Department of Forestry and Fire Protection (CAL FIRE):**

1. Educate the public and CAL FIRE employees about noxious weed identification and the importance of control and prevention.
2. Provide Conservation Camp crews for mechanical removal of noxious weeds, as they are available based on CAL FIRE priorities.

**California Department of Fish and Wildlife (CDFW):**

1. Educate the public and CDFW employees about noxious weed identification, and the importance of control and prevention.
2. Control noxious weed infestations on CDFW properties.

**California Department of Transportation (CalTrans), District 2:**

1. Educate the public and CalTrans employees about noxious weed identification and the importance of control and prevention.
2. Provide encroachment permits for no fee to allow for control of noxious weeds along state highway rights-of-way.
3. Coordinate with the Shasta County Department of Agriculture and other public and private land managers on noxious weed control projects within state right-of-way boundaries.

**California Department of Parks and Recreation:**

1. Educate the public and employees about noxious weeds, their identification, and methods of control and prevention.
2. Conduct weed surveys in State Parks in the WMA and endeavor to treat noxious weed infestations on State Parks properties in the WMA.
3. Contribute data on noxious weed infestations on State Parks properties to the Area noxious weed database in the WMA.

**Fruit Growers Supply Company:**

1. Identify noxious weed infestations on Fruit Growers Supply Co. properties in the WMA.
2. Control noxious weed infestations on Fruit Growers Supply Co. properties in the



WMA.

3. Educate the public and Fruit Growers Supply Co. employees about noxious weeds, their identification, and methods of prevention in the WMA.

**Sierra Pacific Industries (SPI):**

1. Identify noxious weed infestations on SPI properties in the Area.
2. Undertake eradication efforts on noxious weed infestations on SPI properties in the WMA.
3. Educate the public and SPI employees about noxious weeds, their identification, and methods of prevention in the WMA.

**W.M.Beaty and Associates, Inc. (Beaty):**

1. Identify noxious weed infestations on lands managed by Beaty.
2. Undertake control efforts on noxious weed infestations on lands managed by Beaty.
3. Educate the public and Beaty employees about noxious weeds, their identification, and methods of prevention.

**City of Redding:**

1. Educate the public, City of Redding employees, and contractors about noxious weeds, their identification, and methods of control and prevention.
2. Conduct weed surveys on City property and treat noxious weed infestations, whenever possible.
3. Contribute data on noxious weed infestations on City properties and rights-of-ways to either the WMA noxious weed database or Calflora database.

**California Native Plant Society:**

1. Educate the public about the detrimental effects of noxious weeds in Shasta County.
2. Assist in the identification of noxious weeds.
3. Cooperate with partners on eradication projects.

**Turtle Bay Museums and Arboretum:**

1. Identify noxious weed infestations on Turtle Bay properties in the WMA.
2. Undertake efforts to control or eradicate weed infestations on Turtle Bay properties in the WMA.
3. Educate the public and Turtle Bay employees about the detrimental effects of weeds and their identification.

**Rotary Club of Redding Allied Stream Team:**

1. Pursue and attempt control of Arundo donax, Himalayan blackberry, Ailanthus, Spanish broom and Oleander in conformity with the Rotary Club's existing CDFW 1602 Stream Bed Alteration Permit in riparian and other public access areas of southwestern Shasta County.
2. At least annually install seed and/or native plants in areas deemed needy as recent fire scars, public trail rights of way and previous illegal camping sites.
3. Provide education to our members and those allied with us so that greater understanding of native plant benefits and nonnative plant disturbances are more broadly understood in our county.

**Effective Date**

In witness whereof, the parties hereto have executed this MOU as of the dates written below.

## Agreement to Join the Memorandum of Understanding Establishing the Shasta County Weed Management Area

The County of Shasta hereby agrees to be part of the Shasta County Weed Management Area created in May 2020.

The County of Shasta agrees to comply with and be bound by the terms of the Memorandum of Understanding - Shasta County Weed Management Area attached hereto and incorporated by reference.

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In witness whereof, the party hereto has executed this agreement as of the date written below.

Shasta County

Signature: Mary Rickert  
MARY RICKERT, Chair  
Board of Supervisors

Date: 5-12-2020

ATTEST:

Matthew P. Pontes  
MATTHEW P. PONTES  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Matthew M. Mcomber 4/27/2020  
County Counsel  
SENIOR DEPUTY COUNTY COUNSEL MATTHEW M. MCOMBER

By: Kristin Gulling Smith  
Deputy

APPROVED AS TO FORM:

Rick Gurrola  
Risk Management

Name / Address of Party to Receive Notice:

Rick Gurrola  
Agricultural Commissioner  
3179 Bechelli Lane, Suite 210  
Redding, CA 96002

**EXHIBIT A**

**Agreement to Join the  
Memorandum of Understanding  
Establishing the Shasta County Weed Management Area**

\_\_\_\_\_ (*name of party*) hereby agrees to be part  
of the Shasta County Weed Management Area on \_\_\_\_\_ (*date*).

\_\_\_\_\_ (*name of party*) agrees to comply with  
and be bound by the terms of the Memorandum of Understanding - Shasta County Weed  
Management Area attached hereto and incorporated by reference. And further agrees as  
follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In witness whereof, the party hereto has executed this agreement as of the date  
written below.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title:

Name/Email/Phone of Party to Receive Notices: