

# **MEMORANDUM OF UNDERSTANDING**

## **Lake Tahoe Basin Weed Coordinating Group**

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

### **I. AUTHORITY**

This Memorandum of Understanding is made and entered into by (partial list - for a complete list of signatories see Attachment A):

- El Dorado County Department of Agriculture;
- Placer County Department of Agriculture;
- Douglas County Parks and Recreation Weed District;
- U.S. Department of Agriculture, Forest Service, Lake Tahoe Basin Management Unit;
- Tahoe Regional Planning Agency;
- California Tahoe Conservancy;
- Nevada State Parks;
- Nevada Tahoe Conservation District;
- California Department of Parks and Recreation;
- University of California Cooperative Extension; and
- University of Nevada Cooperative Extension.
- Tahoe Resources Conservation District
- Nevada Tahoe Conservation District
- Washoe Tribe of Nevada and California
- Tahoe Regional Planning Agency

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 V.

### **II. PURPOSE**

The purpose of this Memorandum of Understanding is to establish the Lake Tahoe Basin Weed Coordinating Group (LTBWCG) and define the terms and conditions under which the LTBWCG will cooperate and coordinate activities necessary to prevent the introduction, establishment, and spread of non-native terrestrial and aquatic weeds in the Lake Tahoe basin. These activities shall focus upon the exclusion, detection, eradication, and suppression of priority invasive weeds using an integrated approach. The signatory agencies and organizations will cooperate in developing coordinated work plans and seeking funds to support the activities of the LTBWCG. In addition, public education on weed identification, prevention, and control will be a primary component of the LTBWCG. The LTBWCG will work in partnership with the Aquatic Invasive Species Working Group to coordinate efforts and comprehensively address common issues.

### **III. GEOGRAPHIC SCOPE**

The geographic scope of the LTBWCG includes the entire Lake Tahoe watershed and the administrative boundaries of the U.S. Department of Agriculture, Forest Service, Lake Tahoe Basin Management Unit.

### **IV. GOALS**

LTBWCG members recognize that invasive weed infestations occur within the Lake Tahoe basin that reduce biological, recreational and economical values and have negative impacts upon the environment. 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 the Lake Tahoe basin. 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 Lake Tahoe basin.
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 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.

### **V. UNDERSTANDING**

Now, therefore, in consideration of the above premises, and within each entity'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 invasive weed infestations in the Lake Tahoe basin 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 for five (5) years from the date of execution, 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 Lake Tahoe Basin Weed Coordinating Group by execution of a Signature Page, subject to ratification by a majority of the existing participants.
10. 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.
11. 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.

12. This MOU may be executed in one or more counterparts, each of which shall be deemed an original.
13. 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).
14. 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.
15. 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  
Lake Tahoe Basin Weed Coordinating Group**

**SIGNATURE PAGE**

\_\_\_\_\_  
Name of party

hereby agrees to be part of the Lake Tahoe Basin Weed Coordinating Group and agrees to comply with, and be bound by, the terms of the Memorandum of Understanding – Lake Tahoe Basin Weed Coordinating Group 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:**

Wendy West, Chair  
Lake Tahoe Basin Weed Coordinating Group  
University of California Cooperative Extension  
311 Fair Lane, Placerville, CA 95667