

# **Memorandum of Understanding Ventura County Weed Management Area (VCWMA)**

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

## **I. PURPOSE**

The purpose of this MOU is to establish the Ventura County Weed Management Area (VCWMA) and define the terms and conditions under which the VCWMA will coordinate activities necessary to prevent the introduction, establishment, and spread of harmful non-native weeds in Ventura County. WMAs are unique agencies because they address the spread and problems associated with regulated agricultural weeds (noxious) and wildland weeds (invasive) under a single local umbrella organization. The Ventura County Agricultural Commissioner's Office, as lead agency for the VCWMA, in conjunction with its partners, will coordinate activities and communication of the Steering Committee formed during this process. The MOU will foster interagency cooperation with the VCWMA, federal and local agencies, watershed-based groups, and private landowners in programs that contribute to the removal of invasive plant species and restoration of habitat. The VCWMA's activities shall focus upon the exclusion, detection, eradication, and suppression of priority noxious and invasive weeds using an integrated approach.

## **II. AUTHORITY**

Whereas, 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."

## **III. Mission Statement**

Whereas, in accordance with the Strategic Plan, the VCWMA will strive to initiate, coordinate, and promote activities necessary to prevent the introduction of new invasive and noxious weeds, halt the spread of these species, reduce the areas under infestation, promote Integrated Weed Management techniques, eradicate certain species where possible, and educate local agencies, municipalities and the general public within Ventura County about the problems associated with invasive and noxious weeds.

## **IV. GOALS**

Whereas, in accordance with the Strategic Plan, all parties have mutual interest in preventing the spread of noxious and invasive weeds and share the following goals:

- Protect and enhance the native biodiversity of flora and fauna and maintain and restore natural habitats of Ventura County
- Reduce the fire hazard, erosion damage and flood danger caused by invasive and noxious weeds within the county
- Increase the value and usefulness of cropland, pastureland, stream corridors, natural open spaces or wildlands and parks

To reach these goals, the VCWMA will focus on:

1. *PREVENTION* – Exclude and prevent the establishment of new noxious and invasive weed infestations and spread of existing noxious and invasive weed infestations.
2. *CONTROL* - Promote the effective management or eradication of designated weeds using a comprehensive watershed approach. Recognize the need for long-term monitoring, and include monitoring activities in all restoration projects and budgetary considerations.
3. *EDUCATION* - Increase public and staff awareness of the threats posed by noxious and invasive weeds.
4. *COOPERATION* - Facilitate development of cooperative agreements for local weed management areas, which include opportunities for shared funding sources, resources, materials, personnel, volunteers, expertise, equipment, and reduced permit/service fees. Share technical information regarding control methods, locations, new infestations, project success amongst parties and with other regional and local weed management areas.

## **V. UNDERSTANDING**

Now, therefore, in consideration of the above premises, it is mutually agreed upon and understood by and among the parties to this MOU that:

1. The WMA members intend that the VC Ag Commissioner's Office will act as the entity which will provide administration services for the WMA. All grant funds intended to accomplish the objectives and goals of the VCWMA will be held and administered by the VC Ag Commissioner.
2. All parties will meet for the purpose of developing, documenting, and implementing a long-range plan to detect and control harmful non-native weed infestations in Ventura County.
3. During these meetings, the parties will identify and document individual activities, and work toward establishing a coordinated plan to control non-native weed infestations within Ventura County using well established methods of integrated weed management.
4. Meetings will initially be held every two months to provide input to the Steering Committee for the development of the WMA.
5. All parties will adopt and participate in the implementation of the Strategic Plan, dated October 3, 2005.
6. This agreement may be revised 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 revised if necessary.
7. Any party may terminate its participation in this MOU by providing written notice to all other parties.
8. This MOU in no way restricts the involved parties from participating in similar agreements and/or activities with other public or private agencies, organizations, and individuals.
9. This MOU shall be effective upon execution of a Signature Page (Attachment A) by a minimum of two (2) parties. This MOU shall remain in effect as long as a minimum of two (2) parties are participating.
10. Additional participants, including interested property owners, property managers, special districts, non-profit entities and members of the public, may become part of the Ventura County Weed Management Area by execution of a Signature Page (Attachment A). The executed Signature Page shall be returned to the Ventura County Ag Commissioner's Office, 669 County Square Drive, Ventura CA 93003; for the VCWMA records.
11. 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 applicable laws, regulations, and procedures 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.

12. Each principal party shall defend, indemnify and hold harmless each of the other principal 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 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 principal parties, their officers, agents, or employees.

13. 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.

14. 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.

15. This agreement may be executed in one or more counterparts, each of which shall be deemed an original.

**Attachment A**

Effective Date

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

Ventura County Agricultural Commissioner's Office

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

Printed Name and Title: \_\_\_\_\_

*Name/Address of Party to Receive Notices:*

Henry S. Gonzales  
Agricultural Commissioner  
County of Ventura  
669 County Square Drive  
Ventura, CA 93003  
Office (805) 477-1620  
Fax (805) 477-1615

Organization: \_\_\_\_\_

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

Printed Name and Title: \_\_\_\_\_

*Name/Address of Party to Receive Notices:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_