

FS Agreement No. 11-MU-11052007-302
Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
CALIFORNIA AGRICULTURAL COMMISSIONERS AND SEALERS
ASSOCIATION
And The
USDA, FOREST SERVICE
PACIFIC SOUTHWEST REGION

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the California Agricultural Commissioners and Sealers Association, hereinafter referred to as "CACASA," and the USDA, Forest Service, Pacific Southwest Region, hereinafter referred to as the "U.S. Forest Service."

Title: Invasive Plant Management Coordination Across the State of California

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to cooperate in the effort to limit the introduction, establishment, and spread of invasive plant species, especially State-listed noxious weeds, throughout California in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service manages 20 million acres of land in the State of California for the betterment of all. The members of CACASA are at the forefront of the effort to protect all lands in California from the spread of invasive plant species. It is the intent this document will improve communication and coordination between the two parties and will foster effective and ongoing management of invasive plant species, especially State-listed noxious weeds, across National Forest System and County lands.

Cooperation under this MOU will ensure the efficient use of resources, both private and public, to eliminate and reduce invasive plant species, especially State-listed noxious weeds, throughout California, thereby improving forest health.

In consideration of the above premises, the parties agree as follows:

III. CACASA SHALL:

- A. Encourage Agricultural Commissioners in counties containing National Forest System lands to meet with Forest Supervisors responsible for those lands annually to discuss local invasive species issues and opportunities for cooperation in the prevention and control of invasive plants.



- B. Offer its experience and expertise to the Forest Service in Integrated Pest Management (IPM) programs.
- C. Collaborate with the Forest Service to achieve continuity of implementation of the Forest Service's Noxious Weed Strategy to the extent that control tasks are consistent across the National Forests and employ all elements of IPM.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Support and encourage the timely completion of Forest-wide environmental documents to implement an IPM-based approach to invasive plants management.
- B. Continue to provide clarification on how to foster better communication between the Forest Service units and CACASA.
- C. Provide National Environmental Policy Act (NEPA) guidance to assist CACASA in engaging most effectively in project planning.
- D. Encourage individual Forest Supervisors to meet annually with those Agricultural Commissioners whose jurisdictions share boundaries with the National Forests they manage to discuss local invasive plant issues and opportunities for cooperation.
- E. As planned and funded, conduct appropriate environmental analyses and NEPA procedures along right-of-ways traversing National Forests to control the spread of invasive species.
- F. Encourage Forest Supervisors to utilize cooperative Early Detection and Rapid Response Program agreements with local Agricultural Commissioners.

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

- A. The parties shall meet regularly to facilitate open communication, share and establish priorities, and resolve concerns.
- B. CACASA and Forest Supervisors are encouraged to meet annually to formulate a program of work for invasive plant species control.
- C. CACASA and Forest Service Regional Office employees (i.e. Regional Invasive Species Issues Team [RISIT] and Regional Office Invasive Species Program Managers) shall meet annually to enhance the coordination of invasive plant species control.
- D. The parties shall rotate responsibility for organizing meetings and setting the agenda.



- E. Ensure continued collaboration and timely information sharing between National Forests and counties on all aspects of invasive plant species control.
- F. Each party shall request the participation of the other where the goals of this MOU can be enhanced.
- G. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal CACASA Contacts:

Program Manager Contact	Administrative Contact
Patrick Griffin 525 S Foothill Drive Yreka, CA 96097 Telephone: 530-841-4033 FAX: 530-842-6690 Email: pgriffin@co.siskiyou.ca.us	Tim Cansler Federal Representative 142 Garden Highway Yuba City, CA 95911 Telephone: 202-714-2822 FAX: 888-252-5560 Email: tim.cansler@meridiangrowth.net

Principal U.S. Forest Service Contacts:

Program Manager Contact	Administrative Contact
Barnie Gyant 1323 Club Drive Vallejo, CA 94592 Telephone: 707-562-8975 Email: bgyant@fs.fed.us	Lynne Sholty 1323 Club Drive Vallejo, CA 94592 Telephone: 406-329-3843 FAX: 406-329-3876 Email: lsholty@fs.fed.us

- H. **NON-LIABILITY.** The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this instrument.
- I. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or CACASA is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To CACASA, at CACASA's address shown in the MOU or such other address designated within the MOU.



Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

J. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or CACASA from participating in similar activities with other public or private agencies, organizations, and individuals.

K. ENDORSEMENT. Any of CACASA's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of CACASA's products or activities.

L. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate instruments and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation instrument that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective instrument, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective instruments must comply with all applicable law

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

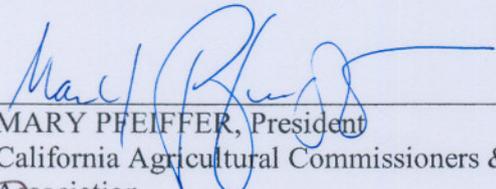
M. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this instrument, or benefits that may arise therefrom, either directly or indirectly.

N. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

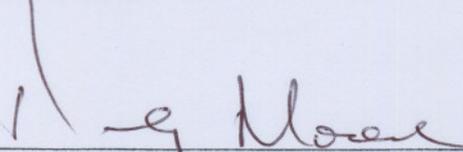
O. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.



- P. DEBARMENT AND SUSPENSION. CACASA shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should CACASA or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- Q. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- R. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through **December 31, 2015** at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- S. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

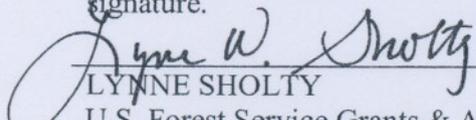


 MARY PFEIFFER, President
 California Agricultural Commissioners & Sealers
 Association August 1, 2011
Date



 RANDY MOORE, Regional Forester
 U.S. Forest Service, Pacific Southwest Region 8/22/11
Date

The authority and format of this instrument has been reviewed and approved for signature.



 LYNNE SHOLTY 7/21/11
Date
 U.S. Forest Service Grants & Agreements Specialist



USDA, Forest Service

OMB 0596-0217

FS-1500-15

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.