

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF LAKE AND  
LAKE COUNTY RESOURCE CONSERVATION DISTRICT  
FOR THE MANAGEMENT OF GOAT'S RUE IN LAKE COUNTY**

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into on \_\_\_\_\_, 2023, by and between the County of Lake (hereinafter referred to as "COUNTY") and the Lake County Resource Conservation District (hereinafter referred to as "LCRCD").

WHEREAS, *Galega officinalis* (Goatsrue) has been determined to be a noxious weed and is listed in Title 3 California Code of Regulations (CCR) Section 4500 Noxious Weeds; and

WHEREAS, Food and Agriculture Code, Division 4, Section 5004 defines a "Noxious Weed" as any species of plant that is, or is liable to be, troublesome, aggressive, intrusive, detrimental, or destructive to agriculture, silviculture, or important native species, and difficult to control or eradicate, which the director, by regulation, designates to be a noxious weed; and

WHEREAS, the California Department of Food and Agriculture (CDFA) has identified Goatsrue as an "A" rated weed. An "A" rating is a pest of known economic or environmental detriment and is either not known to be established in California or it is present in a limited distribution that allows for the possibility of eradication or successful containment. If found entering or established in the state, A-rated pests are subject to state (or commissioner when acting as a state agent) enforced action involving eradication, quarantine regulation, containment, rejection, or other holding action; and

WHEREAS, the Goat's rue infestation was identified in the County of Lake in 2012; and

WHEREAS, this infestation is one of two known spontaneous occurrences in the state of California; and

**COUNTY RESPONSIBILITIES**

1. COUNTY will provide up to, but not to exceed, \$32,716.00 to LCRCD for the control and management of Goat's rue in the Scotts Creek Watershed for the term July 1, 2023 through June 30, 2025.
2. COUNTY was awarded an agreement with California Department of Food and

Agriculture for the control and eradication of noxious and invasive weeds for the period of July 1, 2023 through June 30, 2025 wherein LCRCDD is identified as a subcontractor.

3. COUNTY was issued a Categorical Exemption Class 8 for Countywide Noxious Weed Eradication on September 14, 2010.

#### **LCRCDD RESPONSIBILITIES**

4. LCRCDD will staff to survey, map, and implement approved control measures to the infestation.
5. LCRCDD will subcontract the California Conservation Corps and/or Tribal EcoRestoration Alliance to assist with the control measures as needed during the treatment season.
6. LCRCDD will provide management and oversight of the project.
7. LCRCDD will provide COUNTY with project information to include but not limited to: Progress updates; Project photos; New mapping coordinates obtained during the term of this MOU; Project challenges and corrective actions; and Positive developments and impacts to the project. Project information shall be submitted to COUNTY for project reporting no later than October 1, 2023, October 1, 2024 and July 15, 2025.

#### **INDEMNIFICATION**

8. Each party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage,

## **INSURANCE**

9. Each Party shall maintain such policies of commercial liability and professional liability insurance as shall be necessary to insure it, its respective Boards, and its employees and officers against any claim or claims for damages arising by reason of an act or omission in the performance of its respective obligations hereunder. Such policies shall be carried in amounts of not less than \$1,000,000 per occurrence. Each party shall further maintain worker's compensation and unemployment compensation policies for its employees.

## **MODIFICATION**

10. This MOU may only be modified by a written amendment thereto, executed by both parties

## **PRINCIPAL CONTACTS**

11. The principal contacts for this MOU are:

|                            |                    |
|----------------------------|--------------------|
| County of Lake             | LCRCD              |
| 255 N. Forbes Street       | 889 Lakeport Blvd  |
| Lakeport, CA 95453         | Lakeport, CA 95453 |
| Attn: Katherine Vanderwall | Attn: Harry Lyons  |

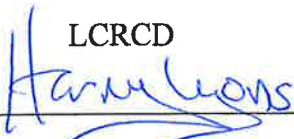
## **ADDITIONAL PROVISIONS**

12. This MOU shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter. This MOU supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this MOU.

COUNTY and LCRCD have executed this MOU on the day and year first written above.

COUNTY OF LAKE

\_\_\_\_\_  
Chair, Board of Supervisors

LCRCD  
  
\_\_\_\_\_  
President of the Board

ATTEST: Susan Parker  
Clerk of the Board  
Of Supervisors

APPROVED AS TO FORM  
Lloyd Guintivano  
County Counsel

By: \_\_\_\_\_

By:  \_\_\_\_\_