

**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 _____, 2020, 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, \$60,000.00 to LCRCD for the control and management of Goat's rue in the Scotts Creek Watershed for Fiscal Year 2020/2021.
2. COUNTY was issued a Categorical Exemption Class 8 for Countywide

Noxious Weed Eradication on September 14, 2010.

LCRCD RESPONSIBILITIES

3. LCRCD will staff to survey, map, and implement approved control measures to the infestation.
4. LCRCD will subcontract the California Conservation Corps to assist with the control measures up to four time during the treatment season.
5. LCRCD will provide management and oversight of the project.

INDEMNIFICATION

6. 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

7. 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

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

PRINCIPAL CONTACTS

9. 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: Steve Hajik	Attn: Harry Lyons

ADDITIONAL PROVISIONS

10. 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

LCRCD

Chair, Board of Supervisors

President of the Board

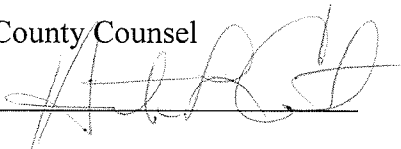
ATTEST: Carol J. Huchingson
Clerk of the Board
of Supervisors

APPROVED AS TO FORM

Anita L. Grant

County Counsel

By: _____

By:  _____