

MEMORANDUM OF UNDERSTANDING

Pursuant to the Noxious Weeds Cost Share Abatement Program document, this Memorandum of Understanding (MOU) between the Nevada Department of Agriculture (NDA) and County Name County outlines the roles and responsibilities of all parties involved in conducting a noxious weed abatement and collecting fees associated with said abatement concerning parcels of land specified herein. This agreement is entered into pursuant to NRS 561.245:

In the administration of various programs by the Department as provided by law, the Department may:

1. Cooperate, financially or otherwise, and execute contracts or agreements with the Federal Government or any federal department or agency, any other state department or agency, a county, a city, a public district or any political subdivision of this State, a public or private corporation, a natural person or a group of natural persons. The cooperation does not relieve any person, department, agency, corporation or political subdivision of any responsibility or liability existing under any provision of law.
2. In addition to any money or other contribution accepted pursuant to NRS 561.255, apply for or accept any gifts, grants, donations or contributions from any source.
3. Except as otherwise provided in NRS 561.335 and 561.355, make grants or subgrants of money to any person, department, agency, corporation or political subdivision specified in subsection 1.

I. TERMS OF MOU

An abatement for the noxious weed(s) Scientific & Common Names of Weed(s) on the parcel(s) of land located at Physical Address, Assessor Parcel Number(s) APN#, owned by Owners/Occupants Name(s) is required. Explanation of failed contact and/or failure of noxious weed control of the property owner as well as copies of 1st and 2nd NDA regulatory notices are attached to this MOU.

Pursuant to NRS 555.170 the NDA requires the County Name County Board of County Commissioners to direct a county weed control program, Nevada licensed pest control operator, conservation district, and/or cooperative weed management area group of their choosing to conduct a noxious weed abatement on the previously listed property at the earliest practical opportunity. The county will ensure that a reasonable going rate is contracted for the abatement. The following treatment method is required. Specify the treatment required

Once the abatement has been performed, County Name County will fully reimburse the contracted PCO or hired contractor for the work performed. County Name County will also bill the property owner and, if applicable, the occupant for the total cost of the abatement. The property owner and, if applicable, the occupant will have thirty days from the invoice date to reimburse these fees or file an objection thereto.

If the property owner or occupant fails to reimburse the invoice or make arrangements with County Name County for reimbursement, or if after hearing on an objection the board of county commissioners shall fix and determine the abatement cost, County Name County will file a lien on the property. Once the lien is filed by County Name County the NDA will reimburse County Name County ?% of the lien amount.

When County Name County collects on all or part of the lien, the county will reimburse the NDA the amount collected but not in excess of the full amount of the funding provided by the NDA for the abatement, as well as an appropriate portion of any interest earned on the lien.

II. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of Nevada Department of Agriculture and County Name County Board of County Commissioners authorized officials. All parties indicate agreement with this MOU by their signatures below.

Signatures and Dates

Jim R. Barbee, Director or Designee
Nevada Department of Agriculture

DATE

Name, Authorized County Official
County Name County Entity

DATE

DRAFT