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Santa Clara County Weed Management Area

The Santa Clara County Weed Management Area (SCCWMA) sponsors technical educational opportunities, is working to map and inventory noxious weed infestations within the county, establish local research and demonstration projects, and prepare educational brochures and pamphlets. A goal of the SCCWMA is to receive grant monies for education, research, and control projects within the region relating to the integrated management of noxious weeds. These projects will improve the recreational value, enhance the watershed quality, and expand the agricultural opportunities of lands currently infested with noxious weeds.

The SCCWMA works to promote the use of integrated strategies to manage weeds. Integrated weed management is a system for the planning and implementation of selected methods of management for the preventing, containing, or controlling of undesirable plant species or group of species using all available strategies and techniques. Together, these strategies and techniques are economically and environmentally more effective than any single option. The elements of integrated management include education and awareness, prevention and early detection, inventory, control, and monitoring and evaluation.

Meetings: The Santa Clara Weed Management Area usually meets on the second Tuesday of every month from 10am-12pm. Meetings are open to anyone interested in weed management and restoration. Meetings are currently held in the Santa Clara County Division of Agriculture Conference Room located in Building 1 at 1553 Berger Drive, San Jose, CA 95112. We suggest you call a week prior to check that the time and location of the meeting has not changed. Contact Nancy Barrera, Santa Clara County Division of Agriculture at (408) 201-0646.

The Santa Clara County Weed Management Area is a partnership of public and private landowners and watershed managers, including the staff of:

- Acterra
Blue Oak Ranch
California Department of Food and Agriculture
California Native Plant Society
California State Parks
CalTrans
City of Gilroy
City of Palo Alto
Guadalupe/Coyote Resource Conservation District
Loma Prieta Resource Conservation District
San Francisco Public Utilities Commission
Santa Clara County Cattlemen's Association
Santa Clara County Farm Bureau
Santa Clara County Open Space Authority
Santa Clara Valley Water District
UC Cooperative Extension Service
USDA, Natural Resources Conservation Service

Related links

- Acterra
Arastradero Preserve
California Native Plant Society
Open Space Authority
Santa Clara Valley Water District
UC Cooperative Extension Service
USDA, Natural Resources Conservation Service

Was this page helpful?

YES NO

Division of Agriculture

(408) 918-4600

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- Animals Services
California Department of Pesticide Regulation
Consumer & Environmental Protection Agency
Structural Pest Control Board
Vectrol Control District

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The Division of Agriculture serves local businesses, protects public health and the environment, and promotes a wholesome and ample food supply.

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Third Memorandum of Understanding Santa Clara County Weed Management Area

Participants

This Third Memorandum of Understanding (MOU) is made and entered into by and among the United States Department of Agriculture-Natural Resources Conservation Service, California Department of Food and Agriculture, California State Parks, Santa Clara County, Santa Clara Valley Water District, San Francisco Public Utilities Commission, Guadalupe-Coyote Resource Conservation District, Loma Prieta Resource Conservation District, City of Gilroy, Santa Clara County Cattlemen's Association, Santa Clara County Farm Bureau, University of California Cooperative Extension Service, Blue Oak Ranch, City of Palo Alto, Santa Clara County Open Space Authority, CalTrans-District 4, Acterra, Midpeninsula Regional Open Space District, and the California Native Plant Society.

Authority

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.”

Purpose

The purpose of this MOU is to establish the Santa Clara County Weed Management Area, define the terms and conditions under which it will operate, and coordinate the activities necessary to prevent the introduction, establishment and spread of noxious weeds in Santa Clara County. These activities shall focus upon the exclusion, detection, eradication and suppression of designated noxious weeds and invasive exotic plants using an integrated weed management approach.

Overview

Integrated weed management refers to a system which considers all available strategies and techniques to plan, recommend and implement methods to prevent, contain or control undesirable plant species or group of species. Use of these strategies and techniques together is economically and environmentally more effective than relying on any single option. The elements of integrated weed management include:

- Education and Awareness
- Prevention and Early Detection
- Inventory and Mapping
- Control (physical/mechanical, biological, chemical, cultural)
- Monitoring and Evaluation

A number of noxious weeds and invasive exotic plants are found in Santa Clara County. An integrated strategy to manage these populations could minimize their negative effects and prevent future infestations of undesirable plant species.

Agreement

It is mutually agreed upon and understood by and among the parties to this MOU that:

- A. A steering committee shall be established among the parties to this MOU. The steering committee shall be comprised of not less than two (2) or more than ten (10) representatives of parties to this MOU. If the total number of parties to this MOU is ten (10) or more, the steering committee membership shall consist of the Santa Clara County Agricultural Commissioner or his/her designee, two (2) at-large members, and (if possible and as the composition of the parties to this MOU permits) not more than the following number of representatives from these interests: agriculture and livestock production (1), parks and public land management (2), water and natural resources (1), transportation/utilities (1), education/research (1), and environmental advocacy (1). In the event that the composition of the parties to this MOU precludes the representation of one or more of the foregoing interests or a party declines to serve or be represented on the steering committee, an alternative member or members of the steering committee may be selected regardless of the interest to be represented. Should there be less than ten parties to this MOU, the steering committee shall consist of the Santa Clara County Agricultural Commissioner or his/her designee and other members as determined by the parties to this MOU.
- B. Steering committee members shall serve for a term of two years. Terms may be renewed. Steering committee members shall be selected by the parties at the first meeting of the calendar year. Each interest group shall determine their steering

committee representative(s). Each interest group may also select one alternate member to serve in the absence of their designated steering committee member.

- C. The steering committee shall establish bylaws governing the manner in which business is to be conducted.
- D. The steering committee shall make decisions on matters affecting the Santa Clara County Weed Management Area by majority vote of the members present. At least fifty-percent (50%) of committee members must be present for any action to be taken. The steering committee shall consider input from all parties to this MOU in these decisions.
- E. The parties to this MOU will initially meet at least once per year to provide input to the steering committee. The steering committee may amend the meeting schedule of the parties as necessary.
- F. The steering committee shall meet to develop and document a coordinated plan to control noxious weed infestations within Santa Clara County using the elements of integrated weed management.
- G. This MOU may be revised as necessary, by mutual consent of the parties, by issuance of a written amendment signed and dated by all parties.
- H. This MOU in no way restricts any party from participation in similar agreements and/or activities with other public or private entities.
- I. Interested landowners, land managers (private, city, county, state and federal), special districts, and the public in Santa Clara County may become part of the Santa Clara County Weed Management Area by execution of the signature page entitled "Agreement to Join the Memorandum of Understanding Establishing the Santa Clara County Weed Management Area" attached as Exhibit A. The executed signature page shall be returned to the steering committee for distribution to all parties to this MOU. The return shall be accomplished by certified mail to the steering committee in care of the Agricultural Commissioner, County of Santa Clara, 1553 Berger Drive, Building 1, San Jose, CA 95112.
- J. This MOU shall be effective July 1, 2007 following execution by a minimum of two (2) parties. This MOU expires on June 30, 2011. Any party may terminate their participation in this MOU at any time by providing written notice to all other parties.
- K. 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 the laws, regulations, and procedures applicable to each governmental agency, private landowner, or other participant, including those for government procurement and printing. Such endeavors will be outlined in separate written agreements and shall be independently authorized by

appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

- L. 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.
- M. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the parties agree that each of the parties hereto shall fully defend, indemnify and hold each of the other parties harmless from any claim, expense or cost, damage or liability arising out of, or in connection with, performance of its responsibilities pursuant to this MOU.
- N. Each party shall perform its responsibilities and activities described herein as an independent contractor 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.
- O. This MOU may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute one and the same instrument.
- P. **Conditions:** In consideration of the above premises, the parties agree to perform the activities as follows:

Santa Clara County:

Department of Agriculture and Environmental Management:

1. Work with public agencies and private landowners to control noxious weed infestations on properties in the County.
2. Cooperate with the California Department of Food and Agriculture (CDFA) to release and monitor biological control organisms throughout Santa Clara County.
3. Cooperate with individuals and agencies on control and prevention programs for noxious weeds.
4. Conduct surveys and identify noxious weed sites throughout the County. Develop maps and a Geographic Information System (GIS) database inventory.

5. Educate the public, growers and agencies about noxious weeds, their identification, and methods of control and prevention.
6. Provide information about the safe use of pesticides. Annually sponsor Pesticide Continuing Education courses.
7. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in Santa Clara County.
8. Cooperate in the development of grant proposals to fund local weed management programs.

Department of Parks and Recreation (SCCDPR):

1. Educate the public, SCCDPR employees, and land tenants about noxious weeds, their identification, and methods of control and prevention.
2. Identify, inventory, and provide Global Positioning System (GPS) data on noxious weed infestations on park properties. Provide the information to the Santa Clara County Agricultural Commissioner's Office.
3. Identify high-risk pathways of noxious weed introduction onto parklands.
4. Coordinate the control of noxious weed infestations on park lands with the Santa Clara County Agricultural Commissioner's Office.
5. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in Santa Clara County.
6. Cooperate in the development of grant proposals to fund local weed management programs.

Roads and Airports Department (SCCRAD):

1. Educate SCCRAD employees about noxious weeds, their identification, and methods of control and prevention.
2. Identify, inventory, and provide data on noxious weed infestations on county rights-of-way property. Provide the information to the Santa Clara County Agricultural Commissioner's Office.
3. Identify high-risk pathways of noxious weed introduction onto county roads.
4. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in Santa Clara County.
5. Cooperate with agencies and landowners in joint programs and projects to prevent, control, and eradicate noxious weeds.
6. Provide assistance with grant proposals to fund noxious weed control programs.

California Department of Food and Agriculture (CDFA)

1. Supply biological control organisms to suppress noxious weeds.
2. Provide technical assistance and resource support to Santa Clara County Agricultural Commissioner's Office for control of "A" and "B"- rated noxious weeds.

3. Review, evaluate, and report results of “A” and “B”-rated noxious weed eradication activities.
4. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in Santa Clara County.
5. Cooperate in the development of grant proposals to fund local weed management programs.

California State Parks

1. Educate visitors, concessionaires, employees, and land tenants about noxious weeds, their identification, and methods of control and prevention.
2. Identify, inventory, and provide GPS data on noxious weed infestations on park properties. Provide the information to the Santa Clara County Agricultural Commissioner’s Office.
3. Coordinate the control of noxious weed infestations on park lands with the Santa Clara County Agricultural Commissioner’s Office.
4. Identify high-risk pathways of noxious weed introduction onto parklands.
5. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in Santa Clara County.
6. Cooperate in the development of grant proposals to fund local weed management programs.

Santa Clara County Farm Bureau

1. Educate the public and members about noxious weed identification, methods of prevention, and their affect on agriculture.
2. Work with the California Farm Bureau and the American Farm Bureau to ensure that effective herbicides for noxious weed control will remain registered for use in California.
3. Educate and encourage members to cooperate and work with the Santa Clara County Agricultural Commissioner’s Office or the Cooperative Extension Service for assistance in identifying noxious weeds and effective control methods.
4. Promote and support legislation, which encourages national, state, and local level support of noxious weed control efforts.
5. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in Santa Clara County.
6. Cooperate in the development of grant proposals to fund local weed management programs.

Santa Clara County Cattlemen's Association

1. Educate the public and local ranchers about noxious weed identification, methods of prevention, and their affect on agriculture.
2. Promote the control of noxious weeds on private land.
3. Encourage members to cooperate and work with the Santa Clara County Agricultural Commissioner's Office or the Cooperative Extension Service for assistance in identifying noxious weeds and effective control methods.
4. Share information from the California Cattlemen's Association Noxious Weed Subcommittee on noxious weed control, legislation, and funding.
5. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in Santa Clara County.
6. Cooperate in the development of grant proposals to fund local weed management programs.

Blue Oak Ranch

1. Identify noxious weed infestations and report them to the Santa Clara County Agricultural Commissioner's Office.
2. Cooperate with agencies and landowners in efforts to prevent, control, and eradicate noxious weeds.
3. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in Santa Clara County.
4. Cooperate in the development of grant proposals to fund local weed management programs.

City of Gilroy

1. Educate the public, City of Gilroy employees, and contractors about noxious weeds, their identification, and methods of control and prevention.
2. Identify, inventory, and provide GPS data on noxious weed infestations on City properties and rights-of-way. Provide the information to the Santa Clara County Agricultural Commissioner's Office.
3. Identify high-risk pathways of noxious weed introduction onto City properties and rights-of-way.
4. Coordinate the control of noxious weed infestations on City properties and rights-of-way.
5. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in Santa Clara County.
6. Cooperate in the development of grant proposals to fund local weed management programs.

Santa Clara Valley Water District (SCVWD)

1. Educate the public and SCVWD employees about noxious weeds, their identification, and methods of control and prevention.
2. Identify, inventory, and provide GPS data on noxious weed infestations on watershed properties. Provide the information to the Santa Clara County Agricultural Commissioner's Office.
3. Cooperate with agencies and landowners in joint programs and projects to prevent, control, and eradicate noxious weeds.
4. Identify high-risk pathways of noxious weed introduction onto SCVWD properties.
5. Coordinate the control of noxious weed infestations on watershed lands with the Santa Clara County Agricultural Commissioner's Office.
6. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in Santa Clara County.
7. Cooperate in the development of grant proposals to fund local weed management programs.

San Francisco Public Utilities Commission (SFPUC)

1. Educate the public, SFPUC employees, and land tenants about noxious weeds, their identification, and methods of control and prevention, with an emphasis on maintenance and enhancement of water quality.
2. Identify, inventory, and provide GPS data on noxious weed infestations on watershed properties. Provide the information to the Santa Clara County Agricultural Commissioner's Office.
3. Cooperate with agencies, and landowners in joint programs and projects to prevent, control, and eradicate noxious weeds.
4. Identify high-risk pathways of noxious weed introduction onto SFPUC properties.
5. Coordinate the control of noxious weed infestations on watershed lands with the Santa Clara County Agricultural Commissioner's Office and land tenants.
6. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in Santa Clara County.
7. Cooperate in the development of grant proposals to fund local weed management programs.

University of California Cooperative Extension Service

1. Cooperate with individuals and agencies on control and prevention programs for noxious weeds.
2. Research, develop and apply new methods for the control of noxious weeds.
3. Provide technical advice for developing weed management projects.
4. Educate the public, growers and agencies about noxious weeds, their identification, and methods of control and prevention.

5. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in Santa Clara County.
6. Promote the control and prevention of noxious weeds on private lands.
7. Cooperate in the development of grant proposals to fund local weed management programs.

United States Department of Agriculture - Natural Resources Conservation Service (NRCS)

1. Educate the public and NRCS employees about noxious weeds, their identification, and methods of control and prevention.
2. Cooperate in the development of grant proposals to fund local weed management programs.
3. Work with private landowners to organize noxious weed control or eradication programs.
4. Develop standardized weed elements in Federal Farm Program agreements.
5. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in Santa Clara County.

Guadalupe-Coyote Resource Conservation District

1. Educate the public and Resource Conservation District employees about noxious weeds, their identification, and methods of control and prevention.
2. Cooperate in the development of grant proposals to fund local weed management programs.
3. Work with private landowners to organize noxious weed control or eradication programs.
4. Develop standardized weed elements in Federal Farm Program agreements.
5. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in Santa Clara County.

Loma Prieta Resource Conservation District

1. Educate the public and Resource Conservation District employees about noxious weeds, their identification, and methods of control and prevention.
2. Cooperate in the development of grant proposals to fund local weed management programs.
3. Work with private landowners to organize noxious weed control or eradication programs.
4. Develop standardized weed elements in Federal Farm Program agreements.
5. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in Santa Clara County.

California Native Plant Society (CNPS)

1. Educate the public and CNPS volunteers about noxious weed identification, and the importance of control and prevention.
2. Identify noxious weed infestations and report them to the Santa Clara County Agricultural Commissioner's Office.
3. Cooperate with agencies and landowners in efforts to prevent, control, and eradicate noxious weeds.
4. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in Santa Clara County.
5. Cooperate in the development of grant proposals to fund local weed management programs.

City of Palo Alto

1. Educate the public, City of Palo Alto employees, and contractors about noxious weeds, their identification, and methods of control and prevention.
2. Identify, inventory, and provide GPS data on noxious weed infestations on city properties and rights-of-way. Provide the information to the Santa Clara County Agricultural Commissioner's Office.
3. Identify high-risk pathways of noxious weed introduction onto City properties and rights-of-way.
4. Coordinate the control of noxious weed infestations on City properties and rights-of-way.
5. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in Santa Clara County.
6. Cooperate in the development of grant proposals to fund local weed management programs.

Santa Clara County Open Space Authority (SCCOSA)

1. Educate the public and SCCOSA employees about noxious weeds, their identification, and methods of control and prevention.
2. Identify noxious weed infestations on SCCOSA lands and report them to the Santa Clara County Agricultural Commissioner's Office.
3. Identify high-risk pathways of noxious weed introduction onto SCCOSA lands.
4. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in Santa Clara County.
5. Cooperate in the development of grant proposals to fund weed management programs on SCCOSA lands.

Acterra

1. Educate visitors, stewardship volunteers and employees about noxious weeds, their identification and methods of control and prevention.
2. Identify noxious weed infestations on the Arastradero Preserve lands and report them to the Santa Clara County Agricultural Commissioner's Office.
3. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in Santa Clara County.
4. Cooperate in the development of grant proposals to fund local weed management programs.

Midpeninsula Regional Open Space District (MROSD)

1. Educate the public, MROSD employees, and land tenants about noxious weeds, their identification, and methods of control and prevention.
2. Identify, inventory, and provide Global Positioning System (GPS) data on noxious weed infestations on open space properties. Provide the information to the Santa Clara County Agricultural Commissioner's Office.
3. Identify high-risk pathways of noxious weed introduction onto open space lands.
4. Coordinate the control of noxious weed infestations on open space lands with the Santa Clara County Agricultural Commissioner's Office.
5. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in Santa Clara County.
6. Cooperate in the development of grant proposals to fund local weed management programs.

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

Santa Clara County

Signature: Donald F. Gage Date: DEC 12 2006
Donald F. Gage, Chair Pro Tem
Board of Supervisors

ATTEST:

Phyllis A. Perez
Phyllis A. Perez, Clerk
Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

Kathy Kretchmer
Kathy Kretchmer
Deputy County Counsel 11-21-06

Name/Address of Party to Receive Notices:

Greg Van Wassenhove
Agricultural Commissioner
County of Santa Clara
1553 Berger Drive, Bldg. 1
San Jose, CA 95112

California Department of Food and Agriculture

Signature: _____ Date: _____

Printed Name and Title: _____

Name/Address of Party to Receive Notices: _____

California State Parks

Signature: _____ Date: _____

Printed Name and Title: _____

Name/Address of Parties to Receive Notices:

Amy Palkovic
P.O. Box 787
San Juan Bautista, CA 95045

Randy Neufeld
P.O. Box 787
San Juan Bautista, CA 95045,

Santa Clara County Farm Bureau

Signature: _____ Date: _____

Printed Name and Title: _____

Name/Address of Party to Receive Notices: _____

Santa Clara County Cattlemen's Association

Signature: _____ Date: _____

Printed Name and Title: _____

Name/Address of Party to Receive Notices: _____

Blue Oak Ranch

Signature: _____ Date: _____

Printed Name and Title: _____

Name/Address of Party to Receive Notices: _____

City of Gilroy

Signature: _____ Date: _____

Printed Name and Title: _____

Name/Address of Party to Receive Notices: _____

Santa Clara Valley Water District

Signature: _____ Date: _____

Printed Name and Title: _____

Name/Address of Party to Receive Notices: _____

San Francisco Public Utilities Commission

Signature: _____ Date: _____

Printed Name and Title: _____

Name/Address of Party to Receive Notices: _____

University of California Cooperative Extension Service

Signature: _____ Date: _____

Printed Name and Title: _____

Name/Address of Party to Receive Notices: _____

United States Department of Agriculture - Natural Resources Conservation Service

Signature: _____ Date: _____

Printed Name and Title: _____

Name/Address of Party to Receive Notices: _____

Guadalupe-Coyote Resource Conservation District

Signature: _____ Date: _____

Printed Name and Title: _____

Name/Address of Party to Receive Notices: _____

Loma Prieta Resource Conservation District

Signature: _____ Date: _____

Printed Name and Title: _____

Name/Address of Party to Receive Notices: _____

California Native Plant Society

Signature: _____ Date: _____

Printed Name and Title: _____

Name/Address of Party to Receive Notices: _____

City of Palo Alto

Signature: _____ Date: _____

Printed Name and Title: _____

Name/Address of Party to Receive Notices: _____

Santa Clara County Open Space Authority

Signature: _____ Date: _____

Printed Name and Title: _____

Name/Address of Party to Receive Notices: _____

CalTrans-District 4

Signature: _____ Date: _____

Printed Name and Title: _____

Name/Address of Party to Receive Notices: _____

Acterra

Signature: _____ Date: _____

Printed Name and Title: _____

Name/Address of Party to Receive Notices: _____

Midpeninsula Regional Open Space District

Signature: _____ Date: _____

Printed Name and Title: _____

Name/Address of Party to Receive Notices: _____

Exhibit A

Agreement to Join the Third Memorandum of Understanding Establishing the Santa Clara County Weed Management Area

_____ (*name of party*) hereby agrees to be part of the Santa Clara County Weed Management Area created on _____ (*date*). _____ (*name of party*) agrees to comply with and be bound by the terms of the Third Memorandum of Understanding - Santa Clara County Weed Management Area attached hereto and incorporated herein by reference.

In witness whereof, the party hereto has executed this agreement as of the date written below.

Signature: _____ Date: _____

Printed Name and Title: _____

Name/Address of Party to Receive Notices: _____

Subject **Re: SCWMA**
From Stephanie Moreno <smoreno@gcrcd.org>
To Barrera, Nancy <Nancy.Barrera@cep.sccgov.org>
Date 2019-09-24 07:50 AM



Hi, Nancy! Please strike #4 (Develop standardized weed elements in Federal Farm Program agreements.); the remaining items can stay in as presented. Will try to attend meeting on 10/8. Stephanie

Sincerely,

Stephanie Moreno
Executive Director/District Clerk
Guadalupe-Coyote Resource Conservation District (GCRCD)
An independent special district of the State of California
www.gcrcd.org
408-288-5888 Office
831-235-1799 Cell

On 2019-09-24 06:54, Barrera, Nancy wrote:

Hi Stephanie,

I am so thrilled to hear Guadalupe-Coyote Resource Conservation District is still interested in being part of the SCWMA MOU. Please let me know if you are still comfortable and aligned with your section of the MOU you are welcome to make any updates that you see fit too. Our next meeting will be held on October 8, from 10am-12 at the SCVWD located at 5905 Winfield Blvd, San Jose we hope to have a representative from GCRCD.

Guadalupe-Coyote Resource Conservation District

1. Educate the public and Resource Conservation District employees about noxious weeds, their identification, and methods of control and prevention.
2. Cooperate in the development of grant proposals to fund local weed management programs.
3. Work with private landowners to organize noxious weed control or eradication programs.
4. Develop standardized weed elements in Federal Farm Program agreements.
5. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in Santa Clara County.

Best,

Nancy

Subject **Re: [EXTERNAL] Re: Santa Clara Co. WMA: 4/9/2024**
From Stephanie Moreno <smoreno@gcrsd.org>
To Raymond, Drew <drew.raymond@cep.sccgov.org>
Cc Jennifer Mo <JMo@valleywater.org>
Date 2024-03-27 07:49 AM



Thank you, Drew!

#4 should be removed.

Staff is currently reviewing the other 4 items to make sure they align with our current operations.

We originally planned to get those to you by your 4/8 deadline, but are working to submit them to you earlier to ensure you have adequate time to incorporate them into the draft MOU for the next WMA meeting.

Stephanie

On 2024-03-27 07:39 AM, Raymond, Drew wrote:

Hey Stephanie,
I added the following language to the draft MOU.

Guadalupe-Coyote Resource Conservation District

1. Educate the public and Resource Conservation District employees about noxious weeds, their identification, and methods of control and prevention.
2. Cooperate in the development of grant proposals to fund local weed management programs.
3. Work with private landowners to organize noxious weed control or eradication programs.
4. Develop standardized weed elements in Federal Farm Program agreements.
5. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in Santa Clara County

Let me know if this is correct.

Thank you.

Drew Raymond
Deputy Agricultural Commissioner
Santa Clara County Division of Agriculture
1553 Berger Drive
San Jose, CA 95112
Cell (669)-250-9998

From: Stephanie Moreno <smoreno@gcrd.org>
Sent: Friday, March 22, 2024 9:54 AM
To: Raymond, Drew <drew.raymond@cep.sccgov.org>
Cc: Jennifer Mo <JMo@valleywater.org>
Subject: [EXTERNAL] Re: Santa Clara Co. WMA: 4/9/2024
Importance: High

Drew, I'm very concerned that our agency was completely removed from this draft MOU as we were a signatory on the last adopted agreement. We also confirmed our intent to remain a party to the MOU when we were first contacted by the Ag Commissioner's office back in 2019 regarding an updated draft, both by email (see attached) and by phone.

I have asked both the Ag Commissioner's Office and the Valley Water liaison for updates on the MOU over the last several years, and was consistently told it was still being worked on. It now appears that at some point the MOU moved ahead with us being unilaterally removed.

Our agency intends to remain a signatory to the MOU. I would appreciate it if you would send me a copy of the previous adopted MOUs for reference, and I will re-review your latest version in order to provide you with the proposed language for our agency.

Thank you.

Sincerely,

Stephanie Moreno, Executive Director/District Clerk

Pronouns: she/her/hers

North Santa Clara Resource Conservation District (NSCRCD)

formerly the Guadalupe-Coyote RCD

An independent special district of the State of California

1560 Berger Drive, Room 211, San Jose, CA 95112

www.rcdsantaclara.org

smoreno@gcrd.org

831-235-1799 Cell

On 2024-03-22 09:03 AM, Jennifer Mo wrote:

Hi all,

Our next WMA meeting will be held on Tuesday, April 9, from 10am – 11:30am, in person at SCVWD in San Jose and over Zoom. We will be revamping our Memorandum of Understanding (MOU) so we can qualify for state funding for our weed projects. If you'd like to be a formal member of the Santa Clara County Weed Management Area, please edit / write your member section (see attached old MOU for guidance) and send it by 4/8 to Drew Raymond:

drew.raymond@cep.sccgov.org . We'll be editing and signing the MOU during the meeting, so please plan to attend if you want in.

The other agenda item for 4/9 is shot hole borer in Santa Clara Co - bad news, it's here. If there's anything else you'd like to discuss at this meeting - there's no shortage of weeds coming up! - please let me know below:

<https://forms.gle/9RrVDPyy6a6PCr2D6>

I will send out the agenda and Zoom link by the end of next week. Happy spring, and see you in April!

JENNIFER MO

Vegetation Program Specialist II

(408) 630-3879 office; (408) 315-3113 cell

PCA #164588, QAC #151356

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Clean Water • Healthy Environment • Flood Protection

5750 Almaden Expressway, San Jose CA 95118

www.valleywater.org

Subject **Santa Clara County WMA 4/9 agenda & Zoom link**
From Jennifer Mo <JMo@valleywater.org>
Date 2024-03-28 08:15 AM



-
- Winfield SCVWD Campus.png(~2.7 MB)

Let's talk weeds! The Santa Clara County Weed Management Area is meeting on Tuesday, April 9, at 10am-11:30am in person at the SCVWD veg trailers (5905 A Winfield Blvd, San Jose – see map) with an option to attend via Zoom (link below).

4/9 Agenda:

1. Shothole borer presentation
2. CalFlora update
3. Farm weed identification
4. MOU editing and signing

As usual, there will be plenty of time to bring up new weeds and weed issues you are dealing with. Hope to see you there!

Zoom link:

Jennifer Mo is inviting you to a scheduled Zoom meeting.

Topic: Santa Clara County WMA

Time: Apr 9, 2024 10:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://valleywater.zoom.us/j/89056723649>

Meeting ID: 890 5672 3649

One tap mobile

+16699009128,,89056723649# US (San Jose)

+16694449171,,89056723649# US

Dial by your location

- +1 669 900 9128 US (San Jose)
- +1 669 444 9171 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)

- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US

Meeting ID: 890 5672 3649

Find your local number: <https://valleywater.zoom.us/j/89056723649>

Join by SIP

- 89056723649@zoomcrc.com

JENNIFER MO

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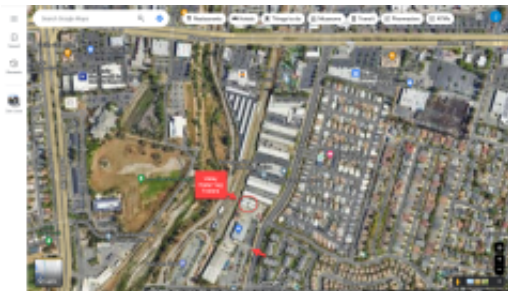
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Winfield SCVWD Campus.png

~2.7 MB

Fourth Memorandum of Understanding Santa Clara County Weed Management Area

Participants

This Fourth Memorandum of Understanding (MOU) is made and entered into by and among the United States Department of Agriculture – Natural Resources Conservation Service, California Department of Food and Agriculture, California State Parks, Santa Clara County Agriculture, Santa Clara Valley Water District, Midpeninsula Regional Open Space District, California Native Plant Society, Santa Clara County Parks, Grassroots Ecology, Point Blue, VTA, and Santa Clara Open Space Authority.

Authority

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."

Purpose

The purpose of this MOU is to establish a weed management area, define the terms and conditions under which the Santa Clara County Weed Management Area will cooperate, and coordinate activities necessary to prevent the introduction, establishment and spread of noxious weeds in Santa Clara County. These activities shall focus upon the exclusion, detection, eradication and suppression of designated noxious weeds and invasive exotic plants using an integrated weed management approach.

Overview

Integrated weed management is a system used to plan and recommend selected methods of management to prevent contain or control undesirable plant species or group of species using all available strategies and techniques. Together these strategies and techniques are economically and environmentally more effective than any single option. The elements of integrated management include:

- Education and Awareness
- Prevention and Early Detection
- Inventory
- Control (physical/mechanical, biological, chemical, cultural)
- Monitoring and Evaluation

A number of noxious weeds and invasive exotic plants are found in Santa Clara County. An integrated strategy to manage these populations could minimize their negative effects and prevent future infestations of undesirable plant species.

Agreement

It is mutually agreed upon and understood by and among the parties to this MOU that:

- A. There shall be a steering committee established among the parties to this MOU. The steering committee shall be comprised of a maximum of ten (10) representatives interested in the control of noxious weeds within Santa Clara County. As membership allows, the committee shall consist of the Santa Clara County Agricultural Commissioner or his/her designee, one (1) at large member, and not more than the following number of representatives from these interests: livestock production (1), agricultural production (1), parks and public land management (2), water and natural resources (1), transportation/utilities (1), education/research (1), and environmental advocacy (1).
- B. Steering committee members shall serve for a term of one year. Steering committee members shall be selected by the parties at the first meeting of each calendar year. Terms may be renewed annually. The steering committee shall establish bylaws governing the manner in which business is to be conducted.
- C. The steering committee shall make decisions on matters affecting the weed management area, by majority vote. At least fifty percent (50%) of committee members must be present for any action to be taken. The steering committee shall consider input from all parties to this MOU in these decisions. Steering Committee Meetings shall be open to all parties.
- D. The parties will meet at least three times per year to provide input to the steering committee.
- E. The steering committee shall meet to develop and document a coordinated plan to control noxious weed infestations within Santa Clara County using the elements of integrated weed management.
- F. The steering committee shall create an integrated weed management plan and a cost share plan for the integrated control of noxious weeds within Santa Clara County.
- G. This MOU may be revised as necessary, by mutual consent of the parties, by issuance of a written amendment signed and dated by all parties.
- H. This MOU in no way restricts any party from participation in similar agreements and/or activities with other public or private entities.
- I. Interested landowners, land managers (private, city, county, state and federal), special districts, and the public in Santa Clara County may become part of the Santa Clara County Weed Management Area by execution of the signature page entitled "Agreement to Join the Memorandum of Understanding Establishing the Santa Clara County Weed Management Area" included as Attachment A. Subsequent to the initial implementation of the "Memorandum of Understanding", any party may become part of the Santa Clara County Weed Management Area by execution of the signature page entitled "Agreement to Join the Memorandum of Understanding Establishing the Santa Clara County Weed Management Area" included as Attachment B. The executed signature page shall be returned to the steering committee for distribution to all parties to this MOU. The return shall be accomplished by mail to the steering committee in care of the **Agricultural Commissioner, County of Santa Clara**,
- J. This MOU shall be effective upon execution by a minimum of two (2) parties. This MOU expires on **June 30, 2020**. Any party may terminate their participation in this MOU at any time by providing written notice to all other parties.

K. 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 the laws, regulations, and procedures applicable to each governmental agency, private landowner, or other participant, 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. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

L. Each party shall maintain its own general liability 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. Proof of insurance coverage shall be required at the time specific contracts for grant funding is awarded.

M. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the parties agree that each of the parties hereto shall fully indemnify, defend and hold harmless each of the other parties from any claim, expense or cost, damage or liability arising out of, or in connection with, performance or nonperformance of its responsibilities pursuant to this MOU or arising out of the negligent or intentional acts or omissions of its employees, agents or contractors.

N. Each party shall perform its responsibilities and activities described herein as an independent contractor 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.

O. This MOU may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute one and the same instrument.

P. Conditions: In consideration of the above promises, the parties agree to perform the activities as follows:

Santa Clara County:

Department of Agriculture and Environmental Management:

1. Work with public agencies and private landowners to control noxious weed infestations on properties in the County.
2. Cooperate with the California Department of Food and Agriculture (CDFA) to release and monitor biological control organisms throughout Santa Clara County.
3. Cooperate with individuals and agencies on control and prevention programs for noxious weeds.
4. Conduct surveys and identify noxious weed sites throughout the County. Develop maps and a Geographic Information System (GIS) database inventory.
5. Educate the public, growers, and agencies about noxious weeds, their identification, and methods of control and prevention.

6. Provide information about the safe use of pesticides. Annually sponsor Pesticide Continuing Education courses.
7. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in Santa Clara County.
8. Cooperate in the development of grant proposals to fund local weed management programs.

(Santa Clara County Parks should have its own section? Keep Roads and Airports under the County?)

California Department of Food and Agriculture (CDFA)

1. Supply biological control organisms to suppress noxious weeds.
2. Provide technical assistance and resource support to Santa Clara County Agricultural Commissioner's Office for control of "A" and "B" rated noxious weeds.
3. Review, evaluate, and report results of "A" and "B" rated noxious weed eradication activities
4. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in Santa Clara County.
5. Cooperate in the development of grant proposals to fund local weed management programs.

California State Parks

1. Educate visitors, concessionaires, employees, and land tenants about noxious weeds, their identification, and methods of control and prevention.
2. When available, provide data on noxious weed infestations on park property to the Santa Clara County Agricultural Commissioner's Office.
3. Coordinate the control of noxious weed infestations on park lands with the Santa Clara County Agricultural Commissioner's Office.
4. Identify high-risk pathways of noxious weed introduction onto parklands.
5. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in Santa Clara County.
6. Cooperate in the development of grant proposals to fund local weed management programs.

Midpeninsula Regional Open Space District

Midpeninsula Regional Open Space District (MROSD)

1. Educate the public, MROSD employees, volunteers, and land tenants about noxious weeds, their identification, and methods of control and prevention.
2. Identify, inventory, and provide Global Positioning System (GPS) data on noxious weed infestations on open space properties. Publish data to CalFlora to share with the Santa Clara County Agricultural Commissioner's Office and WMA members.
3. Identify high-risk pathways of noxious weed introduction onto open space lands.
4. Coordinate the control of noxious weed infestations on open space lands with the Santa Clara County Agricultural Commissioner's Office.
5. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in Santa Clara County.

6. Cooperate in the development of grant proposals to fund local weed management programs.

Point Blue

1. Educate the public, stewardship volunteers, and Point Blue staff about noxious weeds, their identification, and methods of control and prevention.
2. Identify noxious weed infestations and report them to the Santa Clara County Agricultural Commissioner's Office.
3. Work with private landowners and agencies in efforts to prevent, control, and eradicate noxious weeds.
4. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in Santa Clara County.
5. Cooperate in the development of grant proposals to fund local weed management programs.

Santa Clara County Parks

1. Educate visitors, concessionaires, employees, and land tenants about noxious weeds, their identification, and methods of control and prevention.
2. When available, provide data on noxious weed infestations on park property to the Santa Clara County Agricultural Commissioner's Office.
3. Coordinate the control of noxious weed infestations on park lands with the Santa Clara County Agricultural Commissioner's Office.
4. Identify high risk pathways of noxious weed introduction onto parklands.
5. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in Santa Clara County.
6. Cooperate in the development of grant proposals to fund local weed management programs.

Valley Water (SCVWD)

1. Educate the public and Valley Water employees about noxious weeds, their identification, and methods of control and prevention.
2. Identify, inventory, and provide GPS data on noxious weed infestations on watershed properties. Share the data with other local land management agencies via CalFlora WeedManager.
3. Maintain and update an Early Detection / Rapid Response (EDRR) weed list and provide GPS data on EDRR plant locations to CalFlora WeedManager.
4. Cooperate with agencies and landowners in joint programs and projects to prevent, control, and eradicate noxious weeds.
5. Identify high-risk pathways of noxious weed introduction onto SCVWD properties.
6. Coordinate the control of noxious weed infestations on watershed lands with the Santa Clara County Agricultural Commissioner's Office.
7. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in Santa Clara County.