

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.
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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.