

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

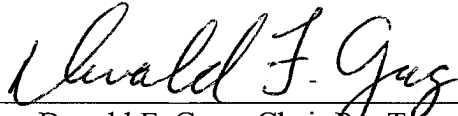
1. Educate visitors, stewardship volunteers and employees about noxious weeds, their identification and methods of control and prevention.
2. Identify noxious weed infestations on the Arastradero Preserve lands and report them to the Santa Clara County Agricultural Commissioner's Office.
3. Promote and 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:  Date: DEC 12 2006
Donald F. Gage, Chair Pro Tem
Board of Supervisors

ATTEST:


Phyllis A. Perez, Clerk
Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

 11-21-06
Kathy Kretchmer
Deputy County Counsel

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: _____
