

# **Memorandum of Understanding San Mateo County Weed Management Area**

## **Participants**

**This Memorandum of Understanding (MOU) is made and entered into by and among the County of San Mateo, the California Department of Food and Agriculture, California Department of Parks and Recreation, Midpeninsula Regional Open Space District, San Francisco Public Utilities Commission-Water Department, California Department of Transportation (Caltrans), San Mateo County Farm Bureau, Friends of Edgewood Natural Preserve, Acterra Stewardship Program, Peninsula Open Space Trust, California Native Plant Society, University of California Cooperative Extension, the San Mateo County Resource Conservation District, Golden Gate National Park Conservancy and Committee for Green Foothills.**

## **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 and define the terms and conditions under which the San Mateo County Weed Management Area will cooperate and coordinate activities necessary to prevent the introduction, establishment and spread of noxious weeds in San Mateo County. These activities shall focus upon the exclusion, detection, eradication and suppression of designated noxious weeds and invasive exotic plants using an integrated 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 San Mateo 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 San Mateo County. As membership allows, the committee shall consist of the San Mateo 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 San Mateo 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 San Mateo 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 San Mateo County may become part of the San Mateo County Weed Management Area by execution of the signature page entitled "Agreement to Join the Memorandum of Understanding Establishing the San Mateo 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 San Mateo County Weed Management Area by execution of the signature page entitled "Agreement to Join the Memorandum of Understanding Establishing the San Mateo 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 San Mateo, P.O. Box 999 Redwood City, CA 94064-0999.
- 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:**

County of San Mateo:

Agricultural Commissioner/Sealer Division

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 San Mateo 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 San Mateo County.
8. Cooperate in the development of grant proposals to fund local weed management programs.

Department of Parks

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

## Department of Public Works

1. Educate Public Works Department employees about noxious weeds, their identification, and methods of control and prevention.
2. When available, provide data on noxious weed infestations on County maintained road right-of-ways to the San Mateo 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 San Mateo 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 San Mateo 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 San Mateo County.
5. Cooperate in the development of grant proposals to fund local weed management programs.

## California Department of Parks and Recreation

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 San Mateo County Agricultural Commissioner's Office.
3. Coordinate the control of noxious weed infestations on park lands with the San Mateo 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 San Mateo County.
6. Cooperate in the development of grant proposals to fund local weed management programs.

## Midpeninsula Regional Open Space District (MROSD)

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

## San Mateo 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 San Mateo 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 San Mateo County.
6. Cooperate in the development of grant proposals to fund local weed management programs.

## Friends of Edgewood

1. When available, provide data on noxious weed infestations on Edgewood Park and Natural Preserve property to the San Mateo County Agricultural Commissioner's Office through the San Mateo County Department of Parks.
2. Cooperate with public agencies and private landowners in efforts to prevent, control, and eradicate noxious weed infestations on properties in the County.
3. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in San Mateo County.
4. Cooperate in the development of grant proposals to fund local weed management programs through the San Mateo County Department of Parks.
5. Promote and support legislation which encourages national, state and local level support of noxious weed control efforts.
6. Educate the public, employees, members, donors, land tenants, concessionaires and visitors about noxious weeds, their identification and methods of control and prevention.

## San Francisco Public Utilities Commission (SFPUC) Water Department

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. When available, provide data on noxious weed infestations on county watershed property to the San Mateo 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 San Mateo 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 San Mateo County.
7. Cooperate in the development of grant proposals to fund local weed management programs.

## California Native Plant Society (CNPS)

1. Educate the public and CNPS volunteers about noxious weed identification, and the importance of control and prevention.
2. When available, provide data on noxious weed infestations to the San Mateo County Agricultural Commissioner's Office.
3. Cooperate with public agencies and private landowners in efforts to prevent, control, and eradicate noxious weed infestations in the County.
4. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in San Mateo County.
5. Cooperate in the development of grant proposals to fund local weed management programs.
6. Promote and support legislation which encourages national, state and local level support of noxious weed control efforts.
7. Research integrated weed management methods to eradicate, control and prevent the spread of noxious weeds in San Mateo County.
8. Research the impacts, and methods to quantify the impacts, of weeds to local ecosystems.

## Peninsula Open Space Trust (POST)

1. When available, provide data on noxious weed infestations on POST property to the San Mateo 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 San Mateo County.
4. Cooperate in the development of grant proposals to fund local weed management programs.

## California Department of Transportation (Caltrans)

1. Educate Caltrans employees about noxious weeds, their identification, methods of control and prevention.
2. When available, provide data on noxious weed infestations on Caltrans rights-of way property to the San Mateo County Agricultural Commissioner's Office.
3. Identify high-risk pathways of noxious weed introduction onto Caltrans maintained roads and highways.
4. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in San Mateo 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.

## Acterra Stewardship Program

1. When available, provide data on noxious weed infestations to the San Mateo County Agricultural Commissioner's Office.
2. Cooperate with agencies, groups, 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 San Mateo County.
4. Cooperate in the development of grant proposals to fund local weed management programs.
5. Research integrated weed management methods to eradicate, control, and prevent the spread of noxious weeds in San Mateo County.

## University of California Cooperative Extension

1. Educate landowners, agencies, and the general public about noxious weeds, their identification, and methods of prevention and control.
2. Provide technical assistance to individuals and agencies on identification, control, and prevention programs for noxious weeds.
3. Provide information about the proper and safe use of pesticides.
4. Promote and develop integrated pest management programs to prevent the establishment and spread of noxious weeds.
6. Cooperate in the development and implementation of grant proposals to fund local weed management programs.



### San Mateo County Resource Conservation District

1. When available, provide data on noxious weed infestations within the district.
2. Assist in the long-range planning of noxious weed management.
3. Host and coordinate weed management workshops for landowners and managers within the County.
4. Promote and implement elements of integrated weed management to prevent the establishment and spread of noxious weeds in San Mateo County.
5. Assist with public outreach and education regarding concerns for loss of resources due to noxious weeds, alternative methods of control, management, and restoration.
6. Assist with mapping locations of noxious weeds within the District.
7. Coordinate hands-on demonstrations with public agencies, private landowners, and managers.
8. Cooperate in the development of grant proposals to fund local weed management programs.

### The Golden Gate National Parks Conservancy

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 San Mateo County Agricultural Commissioner's Office.
3. Coordinate the control of noxious weed infestations on park lands with the San Mateo 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 San Mateo County.
6. Cooperate in the development of grant proposals to fund local weed management programs.

### Committee for Green Foothills

1. Educate landowners, agencies, groups, and general public about noxious weeds, their identification, and methods of prevention and control.
2. When available, provide data on noxious weed infestations to the San Mateo County Agricultural Commissioner's Office.
3. Promote elements of integrated weed management to prevent the establishment and spread of noxious weeds in San Mateo County.
4. Cooperate in the development of grant proposals to fund local weed management programs.
5. Promote and support legislation which encourages national, state, and local support of noxious weed control efforts.



# Attachment B

## Agreement to Join the Memorandum of Understanding Establishing the San Mateo County Weed Management Area

**In consideration of the mutual promises, covenants and conditions contained**

**therein, \_\_\_\_\_ (name of party)**

**hereby agrees to be part of the San Mateo County Weed Management Area created on**

**December 11, 2000, and**

**Agrees to comply with and be bound by the terms of the Memorandum of**

**Understanding - San Mateo County Weed Management Area attached hereto and**

**incorporated herein by reference, and agrees to perform activities as follows:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**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:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_