

## **Memorandum of Understanding**

### **Napa Weed Management Area**

This Memorandum of Understanding (MOU) is made and entered into by and among the Napa County Resource Conservation District, an independent special district of the State of California, Napa County, a political subdivision of the State of California, and all other signatories (“MEMBERS”).

#### **I. PURPOSE.**

The purpose of this MOU is to reestablish a Napa Weed Management Area (NWMA). The MEMBERS desire to work together within the scope of their respective authorities toward a common goal of excluding, detecting, eradicating, and suppressing noxious weeds and invasive exotic plants in Napa County using an integrated approach. The MEMBERS agree that achieving this goal requires collaborative planning and action by the public, private, and non-profit sectors. The MEMBERS commit to working towards this goal by coordinating efforts to advance knowledge and skills, implement good land stewardship practices, and raise public awareness of invasive plants and their impact on local ecosystems and the economy. The MEMBERS will develop a Strategic Plan to prioritize their goals and guide their actions.

#### **II. AUTHORITY.**

MEMBERS are entering into this MOU pursuant to the California Food and Agricultural Code section 7272, subd. (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.

#### **III. RESPONSIBILITIES.**

It is mutually agreed and understood by the MEMBERS that:

- A. MEMBERS activities will be guided by the principles and methods of integrated pest management (IPM), and will comply with all local, state, and federal laws on the use of pesticides. IPM is a holistic strategy that combines various physical, cultural, chemical, and preventive methods to prevent, contain, control, or eradicate undesirable plant species or groups of species in a manner that is economically and environmentally sound.
- B. All decisions will be made by a majority vote and the presence of a quorum. At least 51% of the MEMBERS shall constitute a quorum.
- C. MEMBERS will establish a Steering Committee composed of not less than three (3) and no more than five (5) representatives of the MEMBERS. The composition of the Steering Committee will be determined at the first meeting of each even year. In the event of a resignation before the end of their term, MEMBERS may appoint a replacement Steering Committee representative to complete the remainder of the term. The purpose of the Steering Committee will be to:
  - i. Manage collaboration tools for communication, document-sharing, and more;
  - ii. Plan and facilitate regular meetings;
  - iii. Coordinate the development of and any revisions to a Strategic Plan;
  - iv. Monitor progress in implementing the Strategic Plan;
  - v. Identify one or more MEMBERS to research, prepare applications for, and manage grant funding for projects involving multiple partners; and
  - vi. Provide general leadership.
- D. MEMBERS will develop, document, and implement a Strategic Plan to prevent the introduction, establishment, and spread of noxious weeds and invasive exotic plants in Napa County.
- E. MEMBERS will meet quarterly to report findings and accomplishments and update priorities.
- F. Each MEMBER 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.

- G. This MOU may be revised as necessary by the execution of a written amendment signed and dated by a majority of the MEMBERS. At a minimum, this MOU will be reviewed every five (5) years and revised if necessary.
- H. Any MEMBER may terminate its participation in this MOU by providing to the Steering Committee 30 days written notice of its intent to withdraw.
- I. New MEMBERS may be added to the MOU by a majority of the MEMBERS. To accommodate new MEMBERS the MOU would be revised as described in Section G, above. It is the intent that the NWMA remain open and inclusive of all organizations and individuals who wish to work cooperatively on invasive weed issues. All meetings are open to the public and those who are not MEMBERS may participate and provide input.
- J. This MOU may be executed in one or more counterparts, each of which shall be deemed an original.
- K. This MOU in no way restricts the involved MEMBERS from participating in similar agreements and/or activities with other public or private agencies, organizations, or individuals.
- L. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the MEMBERS to this instrument will be handled in accordance with applicable laws, regulations, and procedures 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 MEMBERS and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority.
- M. Each MEMBER 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 MEMBERS hereto. Each MEMBER 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 MEMBERS.

**IV. TERM.**

This MOU shall be effective upon execution of a Signature Page by a minimum of three (3) MEMBERS and as of the date when the third MEMBER has signed the MOU. This MOU shall remain in effect as long as a minimum of three (3) MEMBERS are participating or until a majority of the members vote to terminate it.

**V. INDEMNIFICATION.**

Each MEMBER shall defend, indemnify and hold harmless each of the other MEMBERS, their officers, employees, and agents from any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions by the indemnifying MEMBERS, their officers, agents, or employees.

**VI. GOVERNING LAW.**

This MOU is made under and shall be governed by the laws of the State of California.

**VII. ENTIRE AGREEMENT.**

This agreement is the entire agreement between the MEMBERS. Each MEMBER to this agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any other MEMBER, except as those promises, and agreements contained in it.

*[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]*

**SIGNATURE PAGE**

In witness hereof, the parties hereto agree to the terms of this MOU:

Napa County, a Political Subdivision of the State of California

\_\_\_\_\_  
Anne Cottrell, Chair of the Board of Supervisors

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

<p style="text-align: center;">APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>November 20, 2025</u></p> <p>1060.000   2025.3301</p>	<p style="text-align: center;">APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p style="text-align: center;">ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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