

**SECOND AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT
FOR THE ABATEMENT OF WEEDS
BY COUNTY OF SANTA CLARA
FOR THE CITY OF SAN JOSÉ**

This Second Amendment to the Amended and Restated Agreement for the Abatement of Weeds by County of Santa Clara for City of San José (“SECOND AMENDMENT”) is made and entered into by and between the County of Santa Clara, a political subdivision of the State of California (“COUNTY”), and the City of San José, a municipal corporation (“CITY”), effective this January 1, 2026 (“EFFECTIVE DATE”). COUNTY and CITY may be collectively referred to herein as the “PARTIES” and individually as a “PARTY,” unless specifically identified otherwise. All capitalized terms not otherwise defined herein shall have the meanings set forth in the AGREEMENT (as defined below).

RECITALS

WHEREAS, the Parties entered into the “Amended and Restated Agreement for the Abatement of Weeds by County of Santa Clara for City of San José” on December 5, 2006 (“AGREEMENT”); and

WHEREAS, the Parties executed the “First Amendment to Amended and Restated Agreement for the Abatement of Weeds by County of Santa Clara for the City of San José” on August 10, 2012 (“FIRST AMENDMENT”);

WHEREAS, for reasons of efficiency, economy of operations and resources, and the mutual benefit of both Parties, CITY and COUNTY desire COUNTY to continue to provide weed abatement services on vacant private properties in the CITY and to administer certain parts of CITY’s weed abatement program under Chapter 9.12 of Title 9 of the San Jose Municipal Code, all in accordance with the terms and provisions set forth in the AGREEMENT, as further amended by this SECOND AMENDMENT; and

WHEREAS, CITY and COUNTY desire to amend the AGREEMENT to allow COUNTY to fully recover its program costs in administering the weed abatement program.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties mutually agree, represent, and warrant as follows:

1. **Schedule of Performance.** EXHIBIT A is hereby replaced in its entirety with REVISED EXHIBIT A, attached hereto.

2. **Amendment to Section 6 of the AGREEMENT.** Section 6 of the AGREEMENT, Statement of Costs, is hereby deleted in its entirety and replaced with the following:

- A. On or before February 1st of each calendar year, the COUNTY shall deliver to the CITY a list of all reasonable and necessary fees and costs approved and adopted by the COUNTY Board of Supervisors for all administrative, enforcement, and abatement services to be provided under this AGREEMENT. All fees and costs in said list shall be recovered by the COUNTY pursuant to this Section and Section 7 of this AGREEMENT unless, at a public hearing held within sixty (60) days of the COUNTY's delivery of said itemized statement to the CITY, the CITY Council expressly declines to accept any fee or cost in said list. In the event the CITY Council declines to accept any fee or cost in said list, the COUNTY shall be relieved of any and all obligations to provide any services under this AGREEMENT for the weed abatement season for which said itemized statement is submitted to the CITY.
- B. On or before March 1st of each year, the COUNTY shall deliver to the CITY with a written report for the COUNTY'S Weed Abatement Program. The report shall include:
1. A summary of the current fiscal year budget, including actual expenditure to date;
 2. A projected budget for the upcoming fiscal year; and
 3. The CITY's projected proportional share of any shortfall for which the COUNTY may seek reimbursement from the CITY pursuant to Section 7 (B) of this AGREEMENT, as amended.
- C. At least ten (10) days prior to the date of the public hearing before the CITY Council regarding the placement of special assessment liens on properties for weed abatement charges, which meeting usually occurs before August 10th of each year, the COUNTY shall render to the CITY a report of weed abatement SERVICES performed by the COUNTY on vacant, private properties within the CITY during the preceding twelve (12) months ("REPORT"). The REPORT shall include, without limitation, all of the following information:
1. The total number of weed abatements performed in the CITY;
 2. The total number of properties upon which weed abatements were performed in the CITY;
 3. A statement of all the costs and expenses incurred by or on behalf of the COUNTY for weed abatement SERVICES performed on private properties located in the CITY, itemized with the aggregate administrative, enforcement, and abatement expenses and costs incurred by the COUNTY on each property;

4. A description of all the properties in the CITY, by address and Assessor's Parcel Number, on which weed abatement SERVICES were performed; and
5. Verification of the truthfulness, accuracy, and completeness of the REPORT, executed by the COUNTY employee charged with the supervision of the SERVICES.

3. **Amendment to Section 7 of the AGREEMENT.** Section 7 of the AGREEMENT, Payment for Services, is hereby deleted in its entirety and replaced with the following:

- A. Except as provided in SECTIONS 7.B and 7.C, the COUNTY shall be reimbursed for SERVICES provided under this AGREEMENT by remittances from property owners for weed abatement and related costs and expenses for SERVICES performed on their respective lots and parcels of land. The CITY, after a public hearing at which the CITY Council approves the COUNTY's itemized statement as described in Section 6.A, shall cause the costs and expenses of SERVICES performed for the current year to be entered as a special assessment on bills for taxes levied against the respective lots and parcels of land. Such special assessments shall be liens on the respective properties until paid to the COUNTY.
- B. If the amounts collected from property owners in Santa Clara County for the SERVICES -- through special assessments as described in Section 7.A above -- are insufficient to reimburse the COUNTY for its fixed costs of administering countywide services during the preceding twelve (12) months, the COUNTY may, by September 1 of each year, request the CITY to pay its proportional share of the shortfall. Unless agreed to in writing by the PARTIES, the CITY's proportional share of the shortfall for the preceding 12 months shall not exceed \$100,000. The CITY agrees to pay the COUNTY for the CITY's proportional share of any such shortfall within sixty (60) days of the request by the COUNTY. The CITY'S proportional share shall be calculated based on the percentage of parcels on which weed abatement services were performed which are located in the CITY as compared to the total number of parcels on which weed abatement services are provided. The COUNTY's demand for payment under this SECTION 7.C. shall be accompanied by a statement of the total shortfall in the COUNTY's reimbursement for fixed program costs for the preceding twelve (12) months and of any accrued program revenues available to offset the shortfall, as well as a statement of the CITY's proportional share of that shortfall (minus offsets by accrued program revenues).

- C. Except as provided in SECTIONS 7.B and 7.C., the CITY has and assumes no liability for the payment of salary, wages, pensions, benefits, compensation or any other amounts to officers, agents, employees or contractors of COUNTY performing SERVICES hereunder.

4. **Execution and Counterparts.** This SECOND AMENDMENT to the AGREEMENT may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The Parties agree that this SECOND AMENDMENT will be considered signed when the signature of a Party is delivered by a method described herein.

Unless otherwise prohibited by law or CITY or County policy, the Parties agree that, with respect to execution of this SECOND AMENDMENT, an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the CITY and County.

5. **Conflicting Provisions.** Except as set forth herein, all other terms and conditions of the AGREEMENT shall remain in full force and effect. In the event of a conflict between the original AGREEMENT, as previously amended, and this SECOND AMENDMENT, the terms of this SECOND AMENDMENT shall control.

6. **Entire Agreement.** The AGREEMENT as amended by this SECOND AMENDMENT constitutes the entire agreement of the Parties concerning its subject matter and supersedes all prior oral and written agreements, and representations and understandings between the Parties concerning such subject matter.

IN WITNESS WHEREOF, the Parties enter into this SECOND AMENDMENT on the dates stated herein below:

COUNTY OF SANTA CLARA

CITY OF SAN JOSE

James R. Williams
County Executive Officer

Jennifer Maguire
City Manager

Dated: _____

Dated: _____

Second Amendment to the Agreement for the Abatement of Weeds
between the County of Santa Clara and City of San Jose

APPROVED AS TO FORM AND
LEGALITY:

APPROVED AS TO FORM:

Willie Nguyen
Deputy County Counsel

VANCE CHANG
Senior Deputy City Attorney

REVISED EXHIBIT "A"

SCHEDULE OF PERFORMANCE

The COUNTY shall perform the SERVICES on vacant, private properties in the CITY through the PROGRAM as follows:

On or before October 15 of each year:	The COUNTY shall request a resolution from CITY declaring that certain weeds located on properties in the CITY constitute a public nuisance and setting a date for a public hearing. (SJMC §9.12.100.)
On or before ten (10) days before the CITY Council hearing of objections to proposed weed abatement:	The COUNTY shall provide to the Director of Planning, Building and Code Enforcement, or his or her designee, for review and processing by the CITY a complete Master List (Commencement Report) of private properties, including Assessor's Parcel Numbers, located in the CITY upon which noxious or dangerous weeds are growing or are likely to grow. (SJMC §9.12.110.)
On or before February 1 st of each calendar year	The COUNTY shall deliver to the CITY a list of all reasonable and necessary fees and costs approved and adopted by the COUNTY Board of Supervisors for all administrative, enforcement, and abatement services to be provided under this AGREEMENT.
No later than ten (10) days prior to the day of the CITY Council hearing on objections to proposed weed abatement:	The COUNTY shall post notices at property or mail notices to property owners regarding the CITY Council hearing, as directed by resolution of the CITY Council. (SJMC §§9.12.130 through 9.12.180, inclusive.)
On or before February 30th of each year	The CITY Council shall hear objections to proposed weed abatement and, by resolution at the conclusion of the hearing, allow or overrule any or all objections to proposed weed abatement. (SJMC §9.12.190.)
After adoption of CITY Council resolution ordering the abatement of weeds on certain properties as public nuisances:	The COUNTY shall comply fully with the resolution adopted by the CITY Council and shall proceed with weed abatement work on vacant, private properties located in the CITY in strict accordance with the resolution, the PROGRAM and this AGREEMENT, all as may be amended from time to time.

On or about March 1st of each year:

The COUNTY shall commence initial discing of properties. The COUNTY shall commence a second discing of properties by no later than June 30. The COUNTY shall perform handcleaning, mowing and other handwork on properties throughout the weed abatement season.

On or before March 1st of each year:

The County shall deliver to the CITY a written report for COUNTY's Weed Abatement Program which includes: (1) A summary of the current fiscal year budget; (2) A projected budget for the upcoming fiscal year; and (3) The CITY's projected proportional share of any shortfall.

At least ten (10) days prior to the date of the public hearing before the CITY Council regarding the placement of special assessment liens on properties for weed abatement charges:

The COUNTY shall render to the CITY a report of weed abatement SERVICES performed by the COUNTY on vacant, private properties within the CITY during the preceding twelve (12) months ("REPORT"). (SJMC §9.12.500.)

On or before July 30 of each year:

The COUNTY shall obtain a resolution from the CITY Council, or its delegatee or designee, to confirm the REPORT and order the weed abatement costs to be a special assessment against the affected properties. (SJMC §9.12.540.)

At least ten (10) days prior to the CITY Council meeting to hear objections to the REPORT:

The CITY shall post the REPORT at CITY's City Hall (SJMC §9.12.510).

The CITY shall mail a notice to all property owners, identified in the REPORT, which provides the date, time, and place of the CITY Council hearing on the REPORT at which persons may appear and object to the REPORT.

Upon adoption of resolution by the CITY Council confirming or amending REPORT and ordering weed abatement costs become a special assessment lien against the affected properties:

The COUNTY shall fully comply with the resolution adopted by the CITY Council.