

**EIGHTH AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SANTA CLARA AND THE CITY OF
CUPERTINO FOR ABATEMENT OF WEEDS**

The Agreement for the Abatement of Weeds (AGREEMENT) between the County of Santa Clara (COUNTY) and the City of Cupertino (CITY) previously entered into on March 1, 1976, as amended on May 4, 1981, February 15, 1983, January 14, 1996, August 18, 1998, September 7, 1999, January 12, 2001, and March 2, 2010 is hereby amended to modify the charge for the COUNTY's program costs to administer the Hazardous Vegetation Management Program.

IT IS AGREED between the parties as follows:

1. Statement of Costs

Section 6 of the AGREEMENT shall be amended *to* read as follows:

A. In December of each calendar year, COUNTY shall deliver to CITY a list of all reasonable and necessary fees and costs approved and adopted by 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 COUNTY pursuant to Section 7 of this AGREEMENT unless at a public hearing held within sixty (60) days of COUNTY's delivery of said itemized statement to the CITY's governing body expressly declines to accept any fee or cost in said list. In the event CITY's governing body declines to accept any fee or cost in said list, 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 CITY. If the amount recovered by COUNTY is inadequate to cover its operational costs, CITY agrees to pay COUNTY for any shortfall for weed abatement in its jurisdiction within sixty (60) days of demand by COUNTY, which will be accompanied by a statement of COUNTY's weed-abatement costs.

Thereafter, on or before the 10th day of August of each year, COUNTY shall render to CITY an itemized statement or report of the reasonable and necessary fees and cost of the administrative, enforcement, and abatement services performed for the respective parcels of land in the CITY. The itemized statement or report shall include a description of the lots and parcels of land for which services were performed, and verification by signature of the COUNTY official administering the Hazardous Vegetation Management Program.

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2. Except as modified herein, all other terms and conditions of the AGREEMENT remain the same.

COUNTY OF SANTA CLARA

CITY OF CUPERTINO

Amy Brown, Director
Consumer and Environmental
Protection Agency

David Brant, City Manager

Date

Date

Approved as to form and legality:

Approved as to form:

Michael L. Rossi
Lead Deputy County Counsel

Randolph Hom City Attorney

Attest:

Sylvia Gallegos
Deputy County Executive

Grace Schmidt, City Clerk