



Agreement No. _____
Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING

Between



And The



This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between _____, hereinafter referred to as _____ and the _____, hereinafter referred to as the _____

Title: ECOSYSTEM RESTORATION, _____ FOREST

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to jointly address the goal of ecosystem restoration in the _____ Forest, in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The mission of the _____ is to sustain the health, diversity, and productivity of the _____ Forest to meet the needs of present and future generations. To help achieve this mission, the _____ provides leadership in protection, management, and use of these lands. The _____ Forest, which encompasses the _____ Mountains, is an important resource to the residents of _____ County, providing them with 35 percent of their drinking water and 72 percent of their open space.

The mission of _____ is to inspire, engage, and support people to take personal responsibility for the urban environment, making it safe, healthy, fun and sustainable and to share the results as a model for the world. They achieve their mission by training and supporting communities to plant and care for trees, educating schoolchildren and adults about environmental issues, demonstrating sustainable solutions to urban ecosystem problems, and working with government agencies on critical water issues. _____ recognizes the importance of the _____ Forest to their mission, for replenishing and cleaning groundwater supplies, producing oxygen, and filtering air for adjacent urban communities.

On August _____, the _____ Fire started within the _____ Forest, above _____, CA. Before it was contained on October _____, the arson-caused fire had burned over _____ acres of the Forest. The majority of the fire area burned at moderate-to-high soil severity, removing vegetation and putting four major watersheds at risk of debris flows, erosion, sedimentation, and landslides.

Loss of habitat and landscape biodiversity occurred on a massive scale as a result of this fire. Additional losses are inevitable over the next 3-5 years of winter storm activity, until the watersheds recover. Ecosystem structure and function are also at risk of post-fire weed introduction and spread. What will ultimately be required, in the wake of such large-scale devastation, is ecosystem restoration in all four major watersheds within the ██████████ Forest.

While the ██████████ is responsible for leading the restoration process, ██████████ is already actively engaged and positioned to partner with the agency in the process. With funds contributed by ██████████ and ██████████ in 20██, ██████████ has launched and is actively implementing a comprehensive ██████████ Initiative that includes on-the-ground restoration activities in the four southern California national forests – the ██████████, the ██████████, the ██████████, and the ██████████ Forests – along with the ██████████ Mountains. Over the next five years, the Initiative will train and support at least ██████████ volunteers to restore over ██████████ strategic acres, targeting forest and woodland areas that burned so intensely they are unlikely to recover on their own.

This MOU recognizes that the ██████████ and ██████████ share a common interest in their missions generally, and in the ██████████ Fire restoration effort specifically.

In consideration of the above premises, the parties agree as follows:

III. ██████████ SHALL:

- A. Jointly with the ██████████, identify specific work locations and schedules.
- B. Jointly with the ██████████, develop operating plans for work events, including trainings and the marketing and promotion to implement the partnership, including long term care and maintenance of the work sites.
- C. Jointly with the ██████████, develop an appropriate cost-sharing and funding framework to support the implementation of the restoration work. The parties' funds will not be commingled, but will be separately administered.
- D. Jointly with the ██████████, develop and implement funding strategies and activities, including grant funding, to support the operating plans and budgets. This includes appropriate administration of funds.
- E. Jointly with the ██████████, develop consolidated budgets of projected costs and expenditures including trees and equipment (the maintenance and acquisition thereof) costs. The budget should also include a projection of costs associated with the continued maintenance of the sites after trees and other vegetation are planted.
- F. Jointly with the ██████████, coordinate and leverage existing programs to support the objectives of this partnership.

- G. Jointly with the [REDACTED], collaborate with any and all agencies or organizations for the purposes of promoting the partnership and realizing its objectives through sponsorships and expanded partnerships when possible.
- H. Jointly with the [REDACTED], develop a youth and public education plan to create interest in and a deeper understanding of the restoration work.
- I. Provide all tools for volunteer use at [REDACTED]-led work events.
- J. Purchase tree seedlings and native plants with funds specifically contributed and designated for their purchase.
- K. Ensure that all volunteer participants at [REDACTED] led events sign its volunteer sign-in forms.
- L. Keep on file a copy of all volunteer sign-in forms, and provide the copies of the same to the [REDACTED] upon request.
- M. Recruit, train and support volunteers for work days.
- N. Ensure that [REDACTED] Individual or Sponsored Volunteer Agreements are signed prior to the beginning of the project.
- O. Track volunteer hours for annual reporting.

IV. THE [REDACTED] SHALL:

- A. Jointly with [REDACTED], perform items A through H in Section III of this agreement.
- B. Provide land, tree seedlings and native plants, facilities, equipment and staff as necessary to complete project goals.
- C. Identify and make available an on-site storage area for [REDACTED] tools and equipment.
- D. Share [REDACTED]'s plan with the other [REDACTED] Forest Supervisors in [REDACTED] California, helping to facilitate the development of a comprehensive restoration initiative that includes all four [REDACTED] Forests.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Cooperator Contacts:

| Cooperator Program Contact | Cooperator Administrative Contact |
|--|--|
| Name: [REDACTED] | Name: [REDACTED] |
| Address: [REDACTED] [REDACTED] Drive | Address: [REDACTED] [REDACTED] Drive |
| City, State, Zip: [REDACTED], CA 9[REDACTED] | City, State, Zip: [REDACTED], CA 9[REDACTED] |
| Telephone: [REDACTED] | Telephone: [REDACTED] |
| FAX: [REDACTED] | FAX: [REDACTED] |
| Email: [REDACTED] | Email: [REDACTED] |

[Redacted]

Principal [Redacted] Contacts:

| [Redacted] Program Contact | [Redacted] Administrative Contact |
|--|--|
| Name: [Redacted] Address: [Redacted] Ave. City, State, Zip: [Redacted], CA 9 [Redacted] Telephone: [Redacted] FAX: [Redacted] Email: [Redacted] | Name: [Redacted] Address: [Redacted] Ave. City, State, Zip: [Redacted], CA 9 [Redacted] Telephone: [Redacted] FAX: [Redacted] Email: [Redacted] |

- B. NON-LIABILITY. The [Redacted] does not assume liability for any third party claims for damages arising out of this MOU.
- C. NOTICES. Any communications affecting the operations covered by this agreement given by the [Redacted] or the Cooperator is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the [Redacted] Program Manager, at the address specified in the MOU.

To Cooperator, at the Cooperator's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the [Redacted] or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. ENDORSEMENT. Any Cooperator contributions made under this MOU do not by direct reference or implication convey [Redacted] endorsement of the Cooperator's products or activities.
- F. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purposes(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer funds. Specific projects or activities that involve the transfer of funds, services, or property among the parties require execution of separate agreements and are contingent upon the availability of appropriated funds. These activities must be independently authorized by statute. This MOU does not provide that authority.

[REDACTED]

Negotiation, execution, and administration of these agreements must comply with all applicable law. Each party operates under its own laws, regulations, and policies, subject to the availability of appropriated funds. Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

G. USE OF [REDACTED] INSIGNIA. In order for the Cooperator to use the [REDACTED] Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the [REDACTED]'s Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications prior to use of the insignia.

H. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this MOU, or benefits that may arise therefrom, either directly or indirectly.

I. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

J. PUBLIC NOTICES. It is the [REDACTED]'s policy to inform the public as fully as possible of its programs and activities. The Cooperator is encouraged to give public notice of the receipt of this instrument and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The [REDACTED] Forest of the [REDACTED], Department of [REDACTED], is partnering with [REDACTED] as part of a comprehensive ecosystem restoration effort following the [REDACTED] Fire."

The Cooperator may call on the [REDACTED]'s Office of Communication for advice regarding public notices. The Cooperator is requested to provide copies of notices or announcements to the [REDACTED] Program Manager and to The [REDACTED]'s Office of Communications as far in advance of release as possible.

K. [REDACTED] ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Cooperator shall acknowledge [REDACTED] support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

L. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.



- M. DEBARMENT AND SUSPENSION. The Cooperator shall immediately inform the [redacted] if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the [redacted] without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

- N. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

- O. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through December 31, 2012 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

- P. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

| | |
|--|----------------------|
| [redacted], Executive Director [redacted] | Date 12/16/09 |
| [redacted], Forest Supervisor [redacted] Forest | Date 12/9/09 |

The authority and format of this instrument has been reviewed and approved for
 Signature: [redacted] _____ Date: 12/09/09
 [redacted] Grants & Agreements Specialist



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.