MEMORANDUM OF AGREEMENT BETWEEN

AND

| The, desire to enter into a Memorandum of Agreement (MOA) for the purpose of building and maintaining an infrastructure by which to plan and implement the Campaign. |
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| THIS AGREEMENT is made and entered into by and between the ; |
| whereas, the second is dedicated to improving life for all second leveraging the power of institutions and experts from across the city, the second creates partnerships that will transform such as a world leader in economic prosperity, efficiency, sustainability, and quality of life for all of its residents; and |
| is an unprecedented citywide water conservation campaign launched by that seeks to encourage conservation and connect with incentives and tools they cause to save water; and |
| whereas, last fall, in anticipation of the worsening drought, announced the new lawn replacement rebate, as well as other rebates for rain barrels, smart sprinkler system and more, as part of an aggressive conservation executive directive that calls for a 20 percent cut in swater use by 2017; and |
| whereas, has demonstrated through the 40+ year history of the organization that it has the expertise and experience necessary to mobilize, inspire, educate and organize large numbers of in conservation and sustainable efforts; as well as pervade the importance of healthy trees and conserving water to the community; and |
| whereas, the parties to this agreement recognize that the mission statement of which inculcates personal responsibility for the urban environment as a way of beautifying and sustaining the environment and building community, is in accord with the mission statement of the to make a world leader in economic prosperity, efficiency, sustainability, and quality of life for all of its residents; and |
| NOW, THEREFORE in consideration of the covenants and conditions contained herein and the performance thereof, the parties hereto mutually agree as follows: |

Page 1

MOA between

1. OBJECTIVES

| The objective of this partnership is: to help meet the vision of the campaign. The alliance between the and merges two complementary organizations with a strong base of assets including resources and decades of experience and expertise. The will provide marketing and public awareness and will provide their proven techniques for motivating and organizing effective community involvement, as well as their considerable network of sponsors. By creating this partnership — one that reaches out to the community and engages them to take responsibility for their homes and neighborhoods — the partners are committed to success in helping to achieve the success of the community and engages them to take responsibility for their homes and neighborhoods — the partners are committed to success in helping to |
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| 2. OBLIGATIONS OF PARTIES |
| In accordance with these objectives and the stated purpose of the MOA, the parties shall jointly: |
| a) Promote the need for water conservation and for do so through the marketing and promotion of the campaign |
| b) Collaborate with the Alliance () to create, promote, and support an incentivized challenge to encourage a goal of landscape transformation in the participating Neighborhood Councils |
| c) Welcome appropriate agencies or organizations to participate in the promotion of the campaign and above named challenge. |
| Additionally the parties agree to the following: |
| The shall: |
| a) Refer as a premier resource provider of educational resources in the area of landscape transformation through how-to's, videos, project toolkits, workshops and trainings, in support of the campaign as advertised through their media and collateral |
| b) Include and and and their logos on the the neighborhood campaign |
| c) Provide agreed upon promotional materials, including the |
| d) Provide guidance to and and in adjusting or developing additional and appropriate program elements. |
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MOA between

| shall: |
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| a) Provide the website and technical support to host the criteria and application process for registration and participation of participating in the landscape transformation challenge |
| b) Seek and utilize appropriate partnerships to support the efforts of both parties |
| c) Host trainings for landscapers and plumbing industry to become (Association) trained to support water capture/landscape transformation at the residential level |
| d) Adjust or develop additional and appropriate program elements in cooperation with |
| 3. TERM: This agreement will expire October, 2016 from the date of execution. Either party shall have the right to terminate this Agreement upon ninety (90) days written notice. |
| IN WITNESS WHEREOF, and and have caused this MOA to be executed by their duly authorized representatives: |
| BY: |
| TITLE: President |
| |
| BY:DATE |
| NAME: |
| TITLE: |