MEMORANDUM OF AGREEMENT
BETWEEN

AND

The [name] and [name], 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 [name] Initiative.

THIS AGREEMENT is made and entered into by and between the [name] and [name];

WHEREAS, improving the environment and increasing access to nature in America’s cities is critical to human existence and provides multiple benefits, [name] developed the [name] Initiative; and

WHEREAS, this initiative was established to facilitate the planting of one million trees in order to transform the City into a more livable, breathable, and beautiful metropolis; and

WHEREAS, implementation of the [name] Initiative will provide cleaner air, reduced polluted urban runoff, energy savings through cooler streets and buildings, increased habitat for birds, and a more livable environment within the City; and

WHEREAS, the purpose of the [name] Initiative is to develop a large-scale civic engagement project with cooperation between the City, community groups, individuals, and businesses that will provide for long-term stewardship of the urban forest; and

WHEREAS, [name] is committed to supporting the implementation of the [name] Initiative by coordinating tree planting efforts for 300,000 trees on Recreation and Parks properties by October 2010, in accordance with the Department’s established guidelines and standards; and

WHEREAS, [name] has demonstrated through the 33 year history of the organization that it has the expertise and experience necessary to mobilize, inspire, educate and organize large numbers of volunteers in tree planting efforts; as well as pervade the importance of planting and caring for trees in the community; and

WHEREAS, the parties to this agreement recognize that the mission statement of [name] which inculcates the planting and caring for trees to the community as a way of beautifying and bolstering the environment and building community, is in accord with the mission statement of [name] to bring people together through parks and recreation programming; and

MOA between [name] and [name]
NOW, THEREFORE in consideration of the covenants and conditions contained herein and the performance thereof, the parties hereto mutually agree as follows:

1. The Authorized Representative for [ ] is:
   [ ]
   General Manager
   [ ]
   Street
   Suite [ ]
   [ ] CA 9 [ ]

2. The Authorized Representative for [ ] is:
   [ ]
   Executive Director
   [ ]
   [ ] CA 9 [ ]

3. OBJECTIVES

The objective of this partnership is: to bring practicality to the vision of the [ ] Initiative. The alliance between [ ] and [ ] merges two complementary organizations with a strong base of assets including physical resources and decades of experience and expertise. [ ] will provide land, facilities and programs and [ ] will provide their proven techniques for motivating and organizing community involvement; as well as their considerable network of sponsors. By creating a new model for public/private partnerships – one that reaches out to the community and engages them to take responsibility for their neighborhoods and city parks – the partners are committed to success in achieving the goal of planting 300,000 trees.

4. OBLIGATIONS OF PARTIES:

In accordance with these objectives and the stated purpose of the MOA, the parties shall jointly:

a) Assess the tree needs of targeted [ ] owned facilities
b) Identify the appropriate types of trees to be planted in the facilities
c) Identify specific planting locations
d) Collaborate with any and all agencies or organizations for the purposes of promoting the [ ] Initiative and realizing its objectives through sponsorships and expanded partnerships when possible
e) Develop operating plans for “Planting Events,” including workshops and the marketing and promotion to implement the program including the long term care and maintenance of the trees.
f) 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 trees after they are planted. Money for maintenance costs of the trees will go into the regional maintenance (800 Account) for each perspective region.

h) Develop an appropriate cost sharing and funding framework to support the implementation of the program. The parties separate funds will not be commingled, but will be separately administered.

i) Market and promote the [redacted] alliance and the [redacted] Initiative.

j) Coordinate and leverage existing programs to support the objectives of the alliance.

Additionally, the parties agree to the following:

[redacted] shall:

a) Provide land, facilities, equipment and staff as necessary to complete project goals
b) Provide a secure space in which tools provided by [redacted] can be stored during and in-between “Planting Events” when necessary. This provision however shall be at the discretion of each Region Superintendent.

[redacted] shall:

a) Provide all tools for volunteer use at “Planting Events”
b) Ensure that all volunteer participants sign the waiver form substantially as shown in Exhibit “A”, attached hereto and made apart hereof, hereafter referred to as WAIVER FORM

c) Keep on file a copy of all WAIVER FORMS and provide the copies of the same to [redacted] upon request

5. TERM:

This agreement will expire three years from the date of execution. Either party shall have the right to terminate this Agreement upon ninety (90) days written notice.

6. LIABILITY/ HOLD HARMLESS:

During the term of this Agreement, [redacted] (hereafter) agrees to indemnify and hold City, its officers, agents and employees harmless from and against any and all loss, liability, claim or damage, including damage to [redacted]’s property, that may arise out of or result from the activities or negligent acts or omissions of [redacted] and its officers, agents, employees, contractors, and invitees, or the use of the Premises for the planting of trees or related activities. [redacted] shall, at its own cost, expense and risk, pay all legal costs and reasonable attorney fees connected with defending any and all legal proceedings that may be brought against City, its officers, agents and employees, on

MOA between [redacted] and [redacted]
any liability, claim or demand and satisfy any and all settlements and judgments that may be made by or rendered against any of them arising from activities or negligent acts or omissions of [ obscured text ], and its officers, agents, employees, contractors, and invitees, or from the use of property; provided that City shall promptly notify [ obscured text ] in writing of any such liability, claims, or demands and provide [ obscured text ] the opportunity to participate in any litigation and/or settlements. [ obscured text ] indemnification under this Agreement shall not be applicable to any loss, liability claim or damage, including damage to [ obscured text ]'s property, which may arise out of willful or negligent acts of City’s officers, agents, or employees.

7. INSURANCE:

[ obscured text ] ( [ obscured text ] ) is insured and shall additionally insure the City [ obscured text ] for the coverage specified on the 146R Form, as a requirement of this Agreement. [ obscured text ] shall maintain, during the term of this permit, evidence of insurance acceptable to CAO, Risk Management prior to [ obscured text ]'s performance of the Agreement.

8. STANDARD PROVISIONS

The “Standard Provisions for City Contracts,” (Rev.10/03) describe mandatory City terms and conditions, and are incorporated herein by reference. In any instance of conflicting language this agreement shall prevail.
IN WITNESS WHEREOF, the and have caused this MOA to be executed by their duly authorized representatives:

For: 

Executive Director

General Manager

For:

Secretary

Executed this day of , 20

APPROVED AS TO FORM AND LEGALITY

City Attorney

By:

Sr. Assistant City Attorney

Date:

MOA between and

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