

MEMORANDUM OF UNDERSTANDING
between
NATIONAL FOREST FOUNDATION
and
THE CITY OF GLENDALE

This **MEMORANDUM OF UNDERSTANDING (MOU)** is hereby entered into by and between the National Forest Foundation, a 501(c)(3) nonprofit organization incorporated in Washington DC, hereinafter referred to as “NFF”, and the City of Glendale, an Arizona municipal corporation, hereinafter referred to as “Glendale.” NFF and Glendale shall be collectively referred to herein as the “Parties.”

A. PURPOSE:

The purpose of this MOU is to provide a framework of cooperation and to clarify the respective roles and responsibilities of the Parties in the creation and implementation of the conservation program investment that Glendale will be making in the Northern Arizona Forest Fund (NAFF) over three years. This MOU serves the interests of the public-at-large and specifically the citizens of Glendale, results in improvements in a public resource (the Apache-Sitgreaves, Coconino, Kaibab, Prescott and Tonto National Forests), and the continued improvement of a watershed critical to Glendale’s water supply.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

National Forest Foundation

The NFF, chartered by Congress, engages America in community-based and national programs that promote the health and public enjoyment of the 193-million-acre National Forest System. NFF also administers private gifts of funds and land for the benefit of the National Forests and Grasslands. Together, NFF and its community partners bring about solutions in community-based forestry, recreation, watershed restoration, and wildlife habitat. NFF is committed to facilitating local involvement through business engagement and grassroots participation in forest stewardship.

Glendale

Glendale Water Services is a municipal water supplier responsible for the delivery of high quality drinking water to more than 231,000 residents. Glendale receives about 40% of its total water supply from the Salt and Verde watersheds. Maintaining healthy Salt and Verde River watersheds by funding restoration and management projects is vital to the long-term supply of Salt River Project (SRP) water that Glendale receives. Good forest health also reduces the risk of catastrophic wildfires that have negative impacts to Glendale’s SRP water supplies.

Mutual Benefit

The Parties recognize the benefits of working together to benefit the Apache-Sitgreaves, Coconino, Kaibab, Prescott and Tonto National Forests. It is expected that the work performed over the next three years in the forests and watersheds funded, in part, by this MOU, will improve water quality and sustainability through the creation of more resilient ecosystems through pre-fire forest management and post-fire restoration efforts.

C. PROJECT DESCRIPTION

Developed in partnership with the Salt River Project (SRP), the NFF's Northern Arizona Forest Fund (NAFF) provides an effective way for Glendale to assist in the creation of high priority forest restoration and watershed health projects in the National Forests in northern Arizona. These forests/watersheds provide most of the water to the Salt and Verde Rivers, which are vital surface water supplies for Glendale. The NAFF's projects will reduce wildfire risks, improve streams and wetlands, enhance wildlife habitat, restore native plants, and limit erosion and sediment deposition into Arizona streams, rivers, and reservoirs. These projects will benefit both the sustainability and quality of the water resource in order to best serve the needs of the citizens of Glendale. Types of projects will include:

- Forest Thinning and Prescribed Burning – Restore natural fire to the forest ecosystem, mechanically thin small-diameter trees to reduce fuel loading, minimize bark beetle impact and improve understory and soil conditions;
- Stream and Wetland Restoration – Restore and stabilize stream banks, reconstruct and enhance wetlands and install fencing to protect sensitive habitats;
- Sediment and Erosion Management – Improve runoff and drainage conditions and reduce sediment loading into springs, streams and wet meadows;
- Habitat Improvement and Re-vegetation Projects – Improve and restore aspen forests, grasslands, wet meadows and other important forest and woodland habitats.

D. NATIONAL FOREST FOUNDATION SHALL:

1. Collect funds from Glendale, deposit them for the NAFF in a restricted account, administer the financial tracking of the projects funded by Glendale, and use those funds for the design and implementation of projects as described in this MOU.
2. Allocate not more than 15% of funds collected from Glendale for program administration, including financial stewardship, reporting, and other expenses.
3. Disburse funds, at its discretion, through grants to nonprofit partners, collection agreements with the United State Forest Service (USFS), stewardship agreements, or third-part contracts to implement those projects for which Glendale has agreed its contributed funds may be used.
4. Coordinate with the USFS, contractors, and nonprofit partners to monitor, compile, and report on-the-ground accomplishments associated with project implementation.
5. Provide reports on accomplishments, findings, project status and financial tracking to Glendale at least annually.
6. Work with Glendale to appropriately recognize Glendale's contributions in public land stewardship through press releases, social media promotion, and other agreed upon media outlets.
7. Leverage Glendale's contribution by raising additional funds for project implementation. Additional leverage may occur through other public and private donations as well as committed funds from NFF's grant programs.

E. GLENDALE SHALL:

1. Make an initial contribution of \$25,000 to the NAFF within 60 days of the execution of this MOU.
2. If approved by the Glendale City Council, make additional annual contributions of \$25,000 to the NAFF in FY 2018 and FY 2019.
3. Appoint a Glendale representative to work collaboratively with the NFF on the identification of annual forest health and watershed improvement projects to be implemented via the NAFF using Glendale's contributed funds.
4. Provide timely response to the NFF's requests for written approval of specific projects that may be supported by funding from Glendale under this MOU.
5. Work in partnership with the NFF to create materials, publications, web properties and press releases about the project.

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

1. The Parties will communicate frequently and openly.
2. The Parties will coordinate press releases and publicity regarding the program.
3. This MOU takes effect upon the signatures of the executives representing the Parties, and shall remain in effect for three (3) years from the date of execution. Nothing in this MOU, however, requires Glendale or the Glendale City Council to commit funds for any subsequent year or to bind any subsequent City Council to take any legislative action in support of this MOU.
4. The MOU may be amended upon written request to either of the Parties by the other Party, and subsequent bilateral execution. Any amendment may be subject to City Council approval.

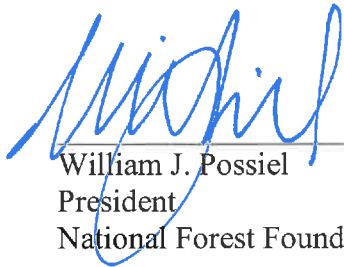
G. GENERAL PROVISIONS

1. This MOU does not create a partnership, joint venture or agency relationship among the Parties. No Party shall be responsible or liable for any indebtedness or obligation of the other Party. Nothing contained in this Agreement shall be construed as creating joint and several liability or requiring indemnification between the Parties. Each Party shall remain solely responsible for its own actions and the actions of its own employees, agents or authorized representatives.
2. This MOU does not confer or imply endorsement of Glendale by the NFF or the US Forest Service, or the NFF or the US Forest Service by Glendale.
3. Agreement Cancellation. The Parties acknowledge that this agreement is subject to cancellation by the Glendale pursuant to the provision of Section 38-511, Arizona Revised Statutes.

4. Immigration Law Compliance. NFF warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
5. Non-Discrimination Policies. NFF must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. NFF will require any contractor, sub-contractor or agent to be bound to the same requirements as stated within this section.
6. Choice of Laws. This MOU shall be governed by and enforced using the law of the State of Arizona.
7. Remedies. All rights and remedies provided in this MOU are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
8. Severability. If any provision of this MOU is voided or found to be unenforceable, such determination will not affect the validity of the remaining provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.
9. Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

THE PRINCIPAL CONTACTS FOR THIS INSTRUMENT ARE:

National Forest Foundation Contact Marcus Selig Director, Southern Rockies Region National Forest Foundation Building 27, Suite 3 Fort Missoula Road Missoula, MT 59804 Phone (720) 437-0290 FAX: (406) 542-2810 E-Mail: mselig@nationalforests.org	Glendale Contact Drew Swieczkowski Environmental Program Manager Water Services Department City of Glendale 7070 W Northern Ave Glendale, AZ 85303 Phone: 623-930-4113 Fax: 623-930-4110 E-Mail: dswieczkowski@glendaleaz.com
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William J. Possiel 6-7-16
President Date
National Forest Foundation

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney