

Servicewide Memorandum of Understanding
between the
National Association of State Foresters
and the
Arbor Day Foundation
for
Tree City USA

This Memorandum of Understanding (MOU) is made and entered into by and between the National Association of State Foresters, a non-profit organization, hereinafter referred to as NASF, and the Arbor Day Foundation, also a non-profit organization, hereinafter referred to as the Arbor Day Foundation.

1. Purpose

The purpose of this MOU is to provide a general framework of cooperation between NASF and the Arbor Day Foundation concerning the management and delivery of the Tree City USA program. Under the administration of the Arbor Day Foundation and with the endorsement of individual State Foresters, Tree City USA will help America's communities enhance the extent and health of their urban forests. In addition, the Arbor Day Foundation in cooperation with NASF members, provides an array of complementary programs, such as Tree Line USA and Tree Campus USA, designed to further advance urban forestry programs nationwide. Such cooperation between NASF and Arbor Day Foundation will strengthen, encourage and recognize successful urban forestry programs which, in turn, will benefit the people of the United States in a national effort to sustain urban forestry.

2. Statement of Mutual Benefits and Interest

The Arbor Day Foundation is an organization of dedicated members who help citizens plant and care for trees and enhance the extent, health and care of urban and community forests. By expanding the awareness of the need for tree planting the Arbor Day Foundation desires to advance forest stewardship and to heighten national public awareness of and support for the health and vitality of America's urban forests. The Arbor Day Foundation envisions a world where trees and forests are abundant, healthy and sustainable, and highly valued by all people.

NASF is a non-profit organization established to bring together the State Foresters of the fifty (50) states, eight (8) U.S. territories and associated states, and the District of Columbia for discussion of issues and the protection of state and private lands. NASF uses State Forester committees to discuss, develop, sponsor, and promote programs and activities that will advance the practice of sustainable forestry and protection of forest lands. The NASF Urban and Community Forestry committee oversees national urban and community forestry programs for NASF. The vision of NASF is to provide

healthy, sustainable forests which support various uses, products, and benefits for the public and landowner.

3. The Arbor Day Foundation Shall:

- A. Provide overall administration and coordination of the Tree City USA program.
- B. Develop and maintain the standards for Tree City USA. All Tree City USA award communities shall have the following:
 - 1. A Tree Board or Department
 - 2. A Community Tree Care Ordinance
 - 3. A Community Forestry Program with an annual budget of at least \$2.00 per capita
 - 4. An Arbor Day Observance and Proclamation
- C. Develop and maintain standards for Tree City USA Growth Awards
- D. Provide national publicity for the Tree City USA program
- E. Contact communities that need to address recertification of Tree City USA
- F. Provide all necessary materials to the states to assist in the delivery of the Tree City USA program

4. NASF Shall:

- A. Encourage State Forestry Agencies to participate in the Tree City USA program with the assistance and support of the Arbor Day Foundation
- B. Encourage State Forestry Agencies to provide a staff contact to the Arbor Day Foundation that will field local questions regarding the Tree City USA program and manage the distribution of recognition materials.
- C. Encourage State Foresters to attend Tree City award ceremonies
- D. Assist the Arbor Day Foundation in providing communication to State Foresters regarding the Tree City USA program with oversight by the NASF Urban and Community Forestry Committee.

5. It Is Mutually Agreed And Understood By And Between The Said Parties That:

A. This instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for state government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be

independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract of other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

B. This instrument in no way restricts the cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.

C. Modifications within the scope of this instrument shall be made by the issuance of a bilaterally executed modification prior to any changes being performed.

D. Any press release concerning this MOU that is released by one party shall be shared with the other party prior to release.

E. Responsibilities of Parties. The Arbor Day Foundation and the National Association of State Foresters and their respective State Foresters' offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

F. Establishment of Responsibility. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the Arbor Day Foundation or the National Association of State Foresters, its officers, its staff, or any State Forestry agencies.

G. The standards for Tree City USA, as mentioned in 3.B, that are maintained by the Arbor Day Foundation, shall not be modified without agreement of the NASF Urban and Community Forestry committee.

H. Either party, in writing, may terminate this instrument in whole, or in part. The party that desires to terminate this instrument must notify the other parties 60 days prior to a termination date.

I. This instrument is executed as of the last date shown below and expires on September 30, 2013, at which time it will be subject to review, renewal, or expiration. Both parties shall begin to review this agreement for the purposes of renewal by December 31, 2012. During any negotiation or review and/or renewal effort, this agreement will continue to be in effect unless terminated by either party under paragraph H.

J. The principal contacts for this instrument are:

Dan Lambe
Arbor Day Foundation
211 North 12th Street
Lincoln, NE 68502
(402) 473-9573

Jay Farrell
National Association of State Foresters
444 North Capitol Street, NW, Suite 540
Washington, DC 20001
(202) 624-5415

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last written date below.

John Rosenow
Chief Executive
Arbor Day Foundation

Date

Leah W. MacSwords
President
National Association of State Foresters

Date