

MEMORANDUM OF UNDERSTANDING



This Memorandum of Understanding (MOU) is made and entered into by the signatories.

I. AUTHORITY

This Memorandum of Understanding is made and entered into by the parties executing this agreement, as listed in Exhibit A attached hereto and hereinafter referred to as "Participant(s)."

II. PURPOSE

The purpose of this Memorandum of Understanding is to establish the Truckee Meadows Community Forestry Coalition ("Coalition") for the common objectives of the Participants for the preservation, protection and promotion of a sustainable community forest for the Truckee Meadows region, recognizing the benefits of both publicly and privately owned trees.

III. TERM

This Memorandum of Understanding shall continue in effect for a term of five years, unless sooner terminated by consent of the Participants. The Participants may agree to renew this Memorandum of Understanding for successive five year terms.

IV. GOALS

Goals of the Coalition include but are not limited to the following:

1. Provide a forum for information exchange, including education and training opportunities
2. Improve coordination and collaboration among Participants to improve efficiency and effectiveness of existing programs

3. Facilitate development of cooperative urban forestry programs that include opportunities for shared funding sources, resources, materials, and personnel.
4. Foster a unified approach to public education regarding the environmental and economic benefits of our community forest, and regarding tools for its preservation and protection, including appropriate tree care and irrigation and climate-appropriate landscaping choices
5. Foster a broader sense of ownership and responsibility for public trees and explore and implement tools to promote private care of public trees
6. Promote programs that recognize the public benefits of privately owned trees and encourage private property owners in the appropriate care of their trees
7. Promote a regulatory framework consistent with the Coalition goals

V. UNDERSTANDING

Now, therefore, in consideration of the above premises, and within the budget and staff limitations of each entity, it is mutually agreed upon and understood by and among the Participants to the MOU:

1. GOVERNANCE:

a. Meetings: Participants will meet at least quarterly, and more frequently as needed, for the purpose of developing, documenting, implementing programs for accomplishing the stated goals of the Coalition.

b. Voting: For purposes of any required votes, a majority of Participants constitutes a quorum, and an action may be taken by a majority of Participants at a meeting at which a quorum is present. Participants may vote by written proxy.

c. Coordinating Committee: Participants shall annually elect a coordinating committee that will serve at the pleasure of the Participants, and that will have the responsibility for calling meetings of the Coalition and keeping records of meetings.

d. Subcommittees: Participants may elect members to subcommittees with specified functions, e.g, education subcommittee. Subcommittee may undertake on behalf of the Coalition only those functions specifically delegated to the Subcommittee by a majority vote of the Participants.

2. PERMITTED FUNCTIONS

a. Promotion of Information: The Coalition may utilize the name of the Coalition in the dissemination of educational materials and other pertinent information consistent with the goals of the Coalition, through websites or written materials, provided the general content of such materials is approved by a majority of the Participants or by a subcommittee with duly delegated authorization from the Participants.

b. The Coalition may undertake specific projects in the name of the Coalition as authorized by a majority vote of the Participants, provided that such projects may be accomplished through the use of in-kind services by the Participants and do not require obligation of funds or services outside the scope of the budgets or authority of individual Participants.

c. The Coalition may utilize the name of the Coalition to solicit proposals and partners to undertake specific projects consistent with the goals of the Coalition.

3. PROHIBITED FUNCTIONS

Nothing in this MOU shall obligate any participant in this MOU to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various signatories to this MOU will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

4. GENERAL PROVISIONS

a. This MOU may be extended or amended as necessary by mutual consent of the Participants by execution of a written amendment signed and dated by all Participants.

b. Any Participant may terminate its participation in this MOU by providing 60-day written notice to all other Participants.

c. This MOU in no way restricts the involved Participants from participating in similar understandings and/or activities with other public or private agencies, organizations, and individuals.

d. This MOU shall be effective upon execution of a Signature Page by a minimum of two (2) Participants and shall remain in effect until terminated by the Participants.

e. Additional participants, including interested property owners, property managers, special districts, non-profit entities and members of the public may become part of the Coalition by execution of a Signature Page, subject to ratification by a majority of the existing participants.

f. To the extent allowed under Federal Tort Claims Law and NRS Chapter 41, Liability Limitations, each Participant shall defend, indemnify, and hold harmless each of the other Participants, their officers, employees and agents from any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent of such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions by the indemnifying Participants.

g. This MOU may be executed in one or more counterparts, each of which shall be deemed an original.

h. The signatories to this MOU and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each Participant will carry out its separate activities in a coordinated and mutually beneficial manner.

i. 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 Participant against the United States, its agencies, its officers, or any other Participants or person.

IN WITNESS WHEREOF, the Participants hereto have executed this MOU on the attached Signature Pages.

**EXHIBIT A
LIST OF PARTICIPANTS**



Truckee Meadows Water Authority

Nevada Division of Forestry

City of Reno

Keep Truckee Meadows Beautiful

Nevada Landscape Association

Washoe County Board of County Commissioners

Dale Carlon Consulting, LLC

Los Verdes Arborists

**SIGNATORY TO THE
TRUCKEE MEADOWS COMMUNITY FORESTRY COALITION MOU**

TRUCKEE MEADOWS WATER AUTHORITY

By: _____

Mike Carrigan
Mike Carrigan, Chairman
Board of Directors

Date: _____

June 18, 2008

ATTEST:

By: _____


Lori Williams
Lori Williams, Secretary

APPROVED, AS TO FORM:

Sylvia Harrison
Sylvia Harrison
McDonald Carano Wilson LLP


**SIGNATORY TO THE
TRUCKEE MEADOWS COMMUNITY FORESTRY COALITION MOU**

NEVADA DIVISION OF FORESTRY

By:  9/11/08
Pete Anderson
State Forester Firewarden

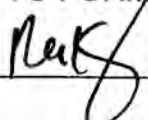
Date: _____

ATTEST:

By: 
Scott Sisco
Administrative Services Officer IV

Date: Sept 10, 2008

APPROVED AS TO FORM:

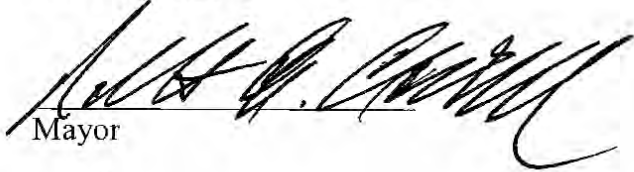

Robert Kilroy
Nevada Deputy Attorney General

Date: 8/28/08

Signatory to the
Truckee Meadows Community Forestry Coalition MOU

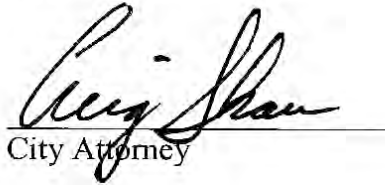
IN WITNESS WHEREOF, we have hereunto set our hand this 10th day of November, 2008.

CITY OF RENO:


Mayor


City Clerk

Approved as to Form:


City Attorney




**SIGNATORY TO THE
TRUCKEE MEADOWS COMMUNITY FORESTRY COALITION MOU**

KEEP TRUCKEE MEADOWS BEAUTIFUL

By: 
Stan Sherer
Board President

Date: November 18, 2008

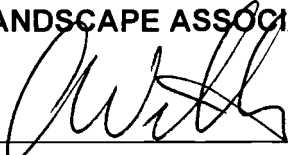
ATTEST:

By: 
Christi Cakiroglu
Executive Director

**SIGNATORY TO THE
TRUCKEE MEADOWS COMMUNITY FORESTRY COALITION MOU**

NEVADA LANDSCAPE ASSOCIATION

By: _____


Alex Willis

President of the Northern Nevada Board of Directors

Date: _____

February 5, 2009

ATTEST:

By: _____


Debra Rae Drew

Executive Director

SIGNATORY TO THE
TRUCKEE MEADOWS COMMUNITY FORESTRY COALITION MOU

WASHOE COUNTY
BOARD OF COUNTY COMMISSIONERS

By: 
David E. Humke, Chairman

Date: 3/3/09

ATTEST:

By: 
County Clerk

**SIGNATORY TO THE
TRUCKEE MEADOWS COMMUNITY FORESTRY COALITION MOU**

DALE CARLON CONSULTING, LLC

By: _____

Dale Carlon, Owner

Date: _____

12-17-2009

ATTEST:

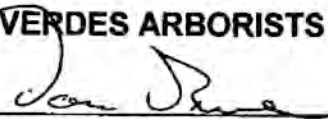
By: _____

Lora Rose Richards

Facilitator, Truckee Meadows Community Forestry Coalition

**SIGNATORY TO THE
TRUCKEE MEADOWS COMMUNITY FORESTRY COALITION MOU**

LOS VERDES ARBORISTS


By: 
Darin Bue, Owner

Date: 1/21/10

By: 
Taylor Mirich, Owner

Date: 2/13/2010

ATTEST:

By: 
Lora Rose Richards
Facilitator, Truckee Meadows Community Forestry Coalition