**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**[PARTNER]**

**AND**

**[SCHOOL DISTRICT]**

The [Partner] (“**Grantee**”) and the [School District] (“**District**”), hereinafter referred to as the “**Participants**”, agree as follows;

1. **WHEREAS,** District understands that Grantee has applied for the Urban and Community Forestry (“**UCF**”) Green Schoolyards Grant (“**Grant**”) with the goal of developing green space schoolyard projects (“**Projects**”) on District-owned sites (“**Project Sites**”);
2. **WHEREAS,** the Projects are intended to provide more green space for students who live in communities with low percentages of green space and canopy cover by planting shade trees, grass, outdoor learning environments, and drought tolerant plants;
3. **WHEREAS,** the Projects may also help advance the District’s goals of creating campus green spaces to support students’ learning environment, combat the negative effects of climate change, decrease ambient temperature, reduce storm water run-off, and perhaps improve air quality, for students, staff, and the community; and
4. **WHEREAS,** if the Grantee receives the Grant, the Participants desire the Projects to be preserved and maintained in the future.

Therefore, the Participants have reached the following understanding:

**SECTION I**

**Objective**

The purpose of this Memorandum of Understanding is to establish a framework between the Participants in order to provide more green space for students who live in communities with low percentages of green space and canopy cover by planting shade trees, grass, outdoor learning environments, and drought tolerant plants.

**SECTION ll**

**Areas of Cooperation**

The Participants intend to provide more green space for students who live in communities with low percentages through:

1. Support of long-term maintenance of the Projects; and
2. Accommodation of future development through long-term planning to retain green space at the Project.

**SECTION lll**

**Coordination**

The Participants will respectively designate in writing individuals to establish the creation of an action plan to implement the objectives of this Memorandum of Understanding.

**SECTION IV**

**Specific Activities**

Specific activities to achieve the objectives of this Memorandum of Understanding for the key sectors and initiatives identified in Section II may include:

1. Providing access to the Project Sites, as well as unlimited access to water and electricity;
2. Project planning and installation of green-infrastructure;
3. Monitoring and maintenance of green-infrastructure;
4. Ensuring that future development of the Project Sites includes a plan to provide equal or higher benefit to the school community and environment in another child-accessible area on campus; and
5. Replacement of healthy trees removed due development at a 2:1 ratio in another child-accessible area on campus with a similar species.

**SECTION V**

**No Legal Obligations, Rights, or Remedies**

This Memorandum of Understanding is a voluntary initiative. In addition, the pledges in this Memorandum of Understanding are not conditioned upon reciprocal actions by other Participants; each Participant retains full discretion over implementation of its pledges in light of the Participant’s individual circumstances, laws, and policies; and each Participant is free to withdraw from the Memorandum although it is the intent of the Participants that the Projects will be maintained and remain in place.

**SECTION VI**

**Personnel and Resources**

All costs that may arise from activities covered by, mentioned in, or pursuant to this Memorandum of Understanding will be assumed by the Participant that incurs them, unless otherwise expressly agreed in a future written arrangement in accordance with applicable laws.

The personnel designated by a Participant for the execution of this Memorandum of Understanding will work under the orders and responsibility of that Participant and any other organization or institution to which the personnel already belong, at all times maintaining any preexisting employment relationship only with that Participant and organization or institution, and not with any other Participant.

**SECTION VII**

**Compliance with Applicable Laws**

This Memorandum of Understanding shall be construed consistent with all applicable laws, and activities undertaken in connection with this Memorandum of Understanding shall be subject to, and shall be undertaken in a manner consistent with, all otherwise-applicable laws.

**SECTION VIII**

**Interpretation and Application**

Any difference that may arise in relation to the interpretation or application of this Memorandum of Understanding will be resolved through consultations between the Participants, which will endeavor in good faith to resolve such differences.

**SECTION IX**

**Final Provisions**

This Memorandum of Understanding is effective from the date of its signature, for a 5 period, unless renewed or extended by the Participants in the same manner that the Participants may otherwise modify this Memorandum of Understanding.

This Memorandum of Understanding may be modified at any time by mutual consent of the Participants. Any modification shall be made in writing and specify the date on which such modification is to become effective.

Signed in [Location] on [Date].

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| **FOR THE [AGENCY NAME] OF [PARNTER NAME]** |  | **FOR THE [GOVERNMENT or AGENCY] OF THE STATE OF CALIFORNIA OF THE UNITED STATES OF AMERICA** |
|  |  |  |
| **[Name]**  **[Title]** |  | **[Name]**  **[Title]** |