

RESOLUTION NO. 10811

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, ARIZONA APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MESA AND THE NATIONAL FOREST FOUNDATION.

WHEREAS, The City Council of the City of Mesa deems it necessary and essential as a matter of public welfare that this City be involved with others in protecting and improving the critical Salt and Verde watersheds largely within the National forests in Arizona that provide approximately forty percent of Mesa's surface water supply; and

WHEREAS, the City desires to join with the National Forest Foundation and other cities in contributing to the continued improvement in the health of the forests and their recovery from previous wildfires within the Apache-Sitgreaves, Coconino, Kaibab, Prescott and Tonto National Forests which are the watershed for the Verde River; and

WHEREAS, to further this work in the National forests, the City desires to enter into a Memorandum of Understanding (MOU) regarding contributions and their use with the National Forest Foundation.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESA AS FOLLOWS:

Section 1: That the MOU between the National Forest Foundation and City of Mesa attached hereto and incorporated herein as Exhibit "A" is hereby approved.

Section 2: That the City Manager, or his designated representative, is authorized to enter into the MOU.

Section 3: That the various City officers and employees be and hereby are authorized and directed to perform all acts necessary to give effect to this MOU.

PASSED AND ADOPTED by the City Council of the City of Mesa, Maricopa County, Arizona, this 6th day of June, 2016.

APPROVED:


VICE Mayor

ATTEST:


City Clerk



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

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 Mesa, an Arizona municipal corporation, hereinafter referred to as Mesa.” NFF and Mesa 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 Mesa will be making in the Northern Arizona Forest Fund (NAFF) over three years. This cooperation serves the interests of the American public and the citizens of Mesa, resulting in improvements in a public resource (the Apache-Sitgreaves, Coconino, Kaibab, Prescott and Tonto National Forests), the continued improvement of a watershed critical to Mesa’s water supply, as well as the mutual interest of the Parties.

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.

Mesa

The Mesa Water Resources Department is a municipal water supplier responsible for the delivery of high quality drinking water to more than 460,000 residents. Mesa works continuously to ensure a high quality, reliable supply of water for its current and future customers. Around 50% of Mesa’s surface water supplies are generated in the Salt and Verde River watersheds, which have experienced devastating wildfires that have damaged more than two million acres of forested lands since 2002. These fires damaged the watersheds and related ecosystems vital to maintaining high quality water.

Mutual Benefit

The Parties recognize the benefits of working together to benefit the Apache-Sitgreaves, Coconino, Kaibab, Prescott and Tonto National Forests. Outcomes of this collaboration, over three years, will improve water quality and sustainability through the creation of more resilient ecosystems through post-fire restoration and pre-fire forest management 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 Mesa 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 Mesa. 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 Mesa. 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 Mesa, deposit them for the NAFF in a restricted account, administer the financial tracking of the projects funded by Mesa, and use those funds for the design and implementation of projects as described in this MOU.
2. Allocate 15% of funds collected from Mesa for program administration, including financial stewardship, reporting, and other expenses
3. Once the balance of all contributed funds in the NAFF meets or exceeds the amount needed to implement a project for which Mesa has agreed its contributed funds may be used, NFF shall invest those 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 the project.
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 Mesa at least annually.
6. Work with Mesa to appropriately recognize Mesa's contributions in public land stewardship though press releases, social media promotion, and more.

7. Leverage Mesa'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. MESA SHALL:

1. Make an initial contribution (FY 2016/17) of \$30,000 to the NAFF within 60 days of the execution of this MOU.
2. Upon formal approval by the Mesa City Council, make additional annual contributions of \$30,000 to the NAFF in FY 2017/18 and FY 2018/19.
3. Appoint a Mesa representative to work collaboratively with the NFF on the identification of annual forest health and watershed improvement projects to be implemented via the NAFF.
4. Provide timely response to the NFF's requests for written approval of specific projects that may be supported by funding from Mesa under this MOU.
5. Work in partnership with the NFF to create materials, publications, web properties and press releases about the project.
6. Cooperate with the NFF to implement a volunteer day that would include an invitation to all City of Mesa employees and residents to participate.

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. The MOU may be amended upon written request to either of the Parties by the other Party, and subsequent bilateral execution.

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 between the Parties and each Party shall remain solely responsible for its own actions and the actions of its own employees.
2. This MOU does not confer or imply endorsement of Mesa by the NFF or the US Forest Service, or the NFF or the US Forest Service by Mesa.
3. AGREEMENT CANCELLATION: The Parties acknowledge that this agreement is subject to cancellation by the Mesa pursuant to the provision of Section 38-511, Arizona Revised Statutes.

THE PRINCIPAL CONTACTS FOR THIS INSTRUMENT ARE:

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| 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: mseelig@nationalforests.org | City of Mesa Contact Daniel K. Cleavenger Water Resources Department Director City of Mesa P.O. Box 1466 Mesa, Arizona 85211-1466 Phone: (480) 644-3125 Fax: (480) 644-4245 E-Mail: dan.cleavenger@mesaaz.gov |
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ATTEST:

William J. Possiel Date
President
National Forest Foundation

City Clerk

CITY OF MESA, a municipal corporation

APPROVED AS TO FORM:

Christopher J. Brady, City Manager
