

MEMORANDUM OF UNDERSTANDING FOR
2004 ROOTS GRANT FOR COMMUNITY ACTION

This Memorandum of Understanding ("MOU") is made by and between the City of Redlands ("City") and the Redlands Horticulture Improvement Society ("RHIS"), a California non-profit corporation, this 2nd day of December 2003.

In consideration of the mutual promises contained herein, and for such other good and valuable consideration the receipt of which is hereby acknowledged, the City and RHIS agree as follows:

AGREEMENT

Section 1. Purpose. The purpose of this MOU is to satisfy a requirement of RHIS' application to the National Tree Trust ("NTT") for a "Roots Grant" (the "Grant") in support of local tree planting at City's proposed sports park.

Section 2. Term. The term of this Agreement commences on December 2, 2003 and shall terminate on April 30, 2005.

Section 3. RHIS Obligations. RHIS shall apply for the Grant and, if successful, shall accept the Grant by executing all necessary NTT documents. RHIS shall also be the entity responsible for primary contact with NTT and for the fiscal management of the Grant and all Grant reporting requirements.

Section 4. City Obligations. City shall administer the contract to install the trees obtained with the Grant and related materials at the Sports Park. City shall pay for the installation of such trees with non-federal funds, with the understanding that a portion of such funds used for payment shall be considered part of a "one-to-one" match for the Grant. City will ensure that the trees are installed in accordance with recognized industry practices and that sufficient care is provided to the trees. City shall also provide inspection services for the tree installation and ensure the contractor provides a quality finished product before accepting the tree planting project as complete. City shall provide copies of all contractor payment information to RHIS for RHIS' reporting expenditures within 30 days of having paid the contractor. The City shall use its reasonable best efforts to meet the grant deadline and shall provide a interim report to RHIS by August 30, 2004, a final report to RHIS by February 26, 2005, and a copy of the final invoice by April 15, 2005 to assist RHIS in fulfilling the reporting requirements of the Grant.

Section 5. Entire Agreement. This Agreement represents the entire agreement of the parties hereto with respect to the matters contained herein. This Agreement may be modified only by written instrument executed by the parties hereto.

Section 6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Executed this 2nd day of December, 2003 at Redlands, California.

CITY OF REDLANDS

By: *Juan Pepler*
Mayor

ATTEST:

Janie Payne
City Clerk

REDLANDS HORTICULTURAL
IMPROVEMENT SOCIETY

By: *David H. Olson*
President

ATTEST:

Linda O. Walsh
Secretary