

MEMORANDUM OF UNDERSTANDING
Between
AMERICAN FORESTS
And
STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES

This Memorandum of Understanding (MOU) is hereby entered into by and between the Washington Department of Natural Resources, hereinafter referred to as "DNR", and American Forests, agree to those provisions and statements outlined below.

TITLE: Washington Tree Equity and Reforestation Initiative: Increasing Tree Equity and Forest Cover Statewide

BACKGROUND:

In 2021, the Washington State Legislature found that in addition to the benefits of city trees and urban forests to storm water management, carbon sequestration, local air and water quality enhancements, and fish and wildlife habitat that “modern and well-crafted urban forestry programs can have significant additional benefits related to human health, especially when delivered in highly impacted communities with higher health disparities and that also have lower existing tree canopy.” The legislature directed DNR to promote and support local partners in the management of urban and community forests, while building new partners to expand capacity and providing tools to prioritize investments including directing investments towards highly impacted communities with greater health disparities. Additionally, the legislature directed state agencies, including DNR, to integrate environmental justice into agency work including striving towards equitable distribution of program delivery and resources. Therefore, it is in the interest of the state and DNR to develop new partnerships and tools to inform the prioritization and delivery of urban forestry financial and technical assistance.

Tree Equity, a term coined by American Forests, is about ensuring all people experience the benefits of trees, correcting past wrongs that have led to inadequate tree canopy cover predominantly in areas with historically and systemically marginalized communities. Tools and data are available to analyze tree equity of urban areas. The data set for Washington State is incomplete, covering only the most populated areas, but even with limited coverage it highlights the need for improvement. Based on a 2021 Tree Equity report by American Forests, over one third of Washington’s census block groups analyzed require investments to improve Tree Equity and census block groups where a majority of residents identified as low-income or people of color are below the state’s average for tree canopy coverage.¹

¹ American Forests. 2021. Tree Equity Score Report: Washington.
<https://treeequityscore.org/reports/state/WA/>

DNR's Urban and Community Forestry Program has adopted a goal to work collaborative to increase Tree Equity statewide. This private-public partnership brings two high-capacity teams together in the state DNR and the nation's oldest national conservation nonprofit, American Forests, to improve our urban forests and their benefits to the environment and all people of Washington.

In addition, with increasing severity of wildfires and other loss of forests across the state, reforestation efforts must be scaled-up to meet the growing need. DNR is home to the only state-owned nursery in Washington, which has been at or over capacity for a number of years already. Reforestation efforts will require not only a greater number of seedlings, but a number of barriers addressed up and down the "reforestation pipeline," including finding appropriate seed sources, adjusting capacity at various stages of the nursery production process, and having sufficient and trained workforce to handle the increases in production and planting.

American Forests has partnered with other agencies and partners to explore and solve for these reforestation challenges, and has also established the Reforest America Carbon Program, which can help channel funding to reforestation efforts in the state.

IT IS THE PURPOSE OF THIS MEMORANDUM TO: Formalize the cooperation of the two Parties to increase tree equity in Washington. The DNR and American Forests shall be referred to individually hereinafter as a "Party" and collectively as the "Parties".

NOW THEREFORE, in consideration of the above, the Parties agree to the following:

A. Definitions:

1. **Department of Natural Resources (DNR):** an agency of the state of Washington.
2. **DNR Urban and Community Forestry Program (UCF):** DNR program established in 1990 with funding from the United States Department of Agriculture Forest Service (USFS) when Congress amended the 1978 Cooperative Forestry Assistance Act making available federal grant funds for urban and community forestry programs. The enabling legislation authorizing the establishment of the UCF program in Washington State can be found in RCW 76.15.
3. **American Forests:** National non-profit organization with programs that aim to deliver on-the-ground impact through a careful and science-based strategy to manage and conserve forests for generations to come.
4. **Environmental Justice:** The fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, rules, and policies.

Environmental justice includes addressing disproportionate environmental and health impacts in all laws, rules, and policies with environmental impacts by prioritizing vulnerable populations and overburdened communities, the equitable distribution of resources and benefits, and eliminating harm.

5. **Equitable distribution:** A fair and just, but not necessarily equal, allocation intended to mitigate disparities in benefits and burdens that are based on current conditions, including existing legacy and cumulative impacts, that are informed by cumulative environmental health impact analysis.
6. **Memorandum of Understanding (MOU):** *MOU is not a contract.* Commitments and obligations made in this MOU represent a full and good faith intention by the DNR to meet them, yet are not intended to be enforceable. DNR will use MOU to document agreements with other public agencies where there are specific commitments by the parties involving **coordination** or **collaboration** on specific work activities, but where there are no binding and enforceable performance obligations per DNR Policy PO18-003.
7. **Tree Equity:** A term referring to the number of trees that ensures that all people experience the health, economic and other benefits that trees provide.
8. **Tree Equity Score:** Score developed by American Forests, which utilizes data at the neighborhood level to analyze tree canopy, surface temperature, population density, income, employment, age, race, and human health (cardiovascular, respiratory illness rates) into a combined and unique metric on a 100-point scale. The overall result shows that a map of tree canopy is often a map of income and ethnicity.

B. To Mutually Agree that the Objectives of this MOU are to:

1. Work together towards delivery of DNR's Urban and Community Forestry Program strategy to support implementation and empower local jurisdictions to take actions resulting in improvements to urban tree health, enhanced protections for urban trees, increases in canopy cover, and equitable delivery of tree ecosystem services in highly impacted communities. Specifically, the Parties have a shared interest in both understanding the current condition of Tree Equity across Washington and cooperatively working to ensure all people experience the benefits of trees in our urban environments now and for generations to come.
9. Focus coordination by the parties around the tools and implementation of increasing Tree Equity in Washington State, which directly contributes to DNR's Urban and Community Forestry Program vision to improve quality of life for all residents of Washington through the retention, maintenance, growth, and access to well-established, contiguous, and equitably distributed urban forests and trees.

10. Work together to identify and address barriers to scaling up reforestation efforts across the state, including seed sources, seedling supply, and workforce needs.

C. To Coordinate and/or Collaborate on the below described Work Activity(s):

1. Secure and leverage resources to increase Tree Equity in cities across Washington State. DNR and American Forests will work together to secure and leverage public and private resources to expand the tools, trainings, and capacity for technical assistance and implementation resources to increase tree equity in Washington; including tree planting grants to local efforts that utilize Tree Equity tools and approaches and collaboration with City Forest Credits to develop projects with Washington communities.
2. Develop a statewide Tree Equity Collaborative, in close collaboration with the Washington Community Forestry Council, which will include local leaders to provide guidance to our work to increase Tree Equity in Washington, to leverage the insight and resources of additional partners, and drive the effort out into the field.
3. Utilize data to design and drive results. American Forests will extend Tree Equity analysis coverage statewide, resulting in a publicly available tree equity score for each urban area in the state. DNR will utilize this tool to inform decisions, guide annual tree planting investments to local partners in communities, and collaboratively set measurable goals for improving Tree Equity through urban forestry investments.
4. Using existing Tree Equity data, DNR and American Forests will work in coordination with an initial set of interested cities with an identified need for improvement to set shared Tree Equity goals for the cities and leverage programs and resources to support the actions, community-based organizations, and other efforts necessary to move towards meeting those goals.
5. Work together to meet community needs for increasing tree canopy and Tree Equity, including ensuring Washington's communities have access to appropriate seed stock and tree availability to meet reforestation needs.
6. Invest in and develop workforce development and career pathway programs for urban forestry in Washington to overcome systemic barriers to entry and retention in the field including pre-employment training, mentoring, and direct job placement and support.

7. Develop a media and communications strategy for promoting Tree Equity in Washington and celebrating successes including planting and tree care events with communities and community organizations as showcases.
8. Pilot a reforestation carbon project through American Forest's Reforest America Carbon Program.
9. Conduct reforestation needs and pipeline assessments;
10. Develop a strategy to achieve 1 million acres reforested and a map of priority areas to target investments;
11. Complete a carbon budget modeling project for Washington's forest sector.

D. Functions/Roles/Tasks of Agencies/Parties to this MOU:

1. Both Parties shall:
 - a. Designate single point of contact for the coordination and tracking of activities associated with this agreement, and to facilitate involvement of appropriate staff and representatives in project level discussions.
 - b. Develop and maintain a work plan for implementation of this MOU that is revised annually. This work plan will include an agreed upon process and schedule for meetings between the Parties, organization-specific independent actions, actions that the parties will work on jointly, and articulate engagement and interaction of additional partners in the delivery of the work activities described in this MOU.
 - c. Identify primary points of contact and guidelines for each work activity to ensure coordination and clear communicate with appropriate individuals from each agency.
2. On behalf of itself, its officers, directors, members, employees, volunteers, agents, and representatives, each Party agrees that it shall be responsible for its own acts and omissions and the results thereof and that it shall not be responsible for the acts or omissions of the other Party, nor the results thereof. Each Party therefore agrees that it will assume the risk and liability to itself, its agents, employees, and volunteers for any injury to or death of persons or loss or destruction of property resulting in any manner from the conduct of the Party's own operations and/or the operations of its agents, employees, and/or volunteers under this MOU. Each party further releases and waives all claims against the other Party for compensation for any loss, cost, damage, expense, personal injury, death, claim, or other liability arising out of the performance

of this MOU, except to the extent caused by the gross negligence or willful misconduct of the other Party.

3. Unless otherwise expressly provided by law, personnel or volunteers of one Party shall not be considered agents or employees of the other Party for any purpose, and no joint venture or principal-agent relationship shall be deemed to exist. Each Party shall carry appropriate workers compensation coverage for its employees participating in fire management activities under this MOU.
4. The Parties will evaluate the use of competitive solicitation(s) to implement activities associated with this MOU and urban forestry improvements in Washington. Projects or activities that involve payment for goods and/or services must comply with both Washington state procurement law (RCW 39.26) and DNR-specific contract and procurement policies.

E. MOU Terms and Conditions

Term of MOU: This MOU shall be effective on the date that it has been approved and signed by both Parties and shall remain in effect for three years, unless sooner terminated by either Party, as provided herein.

Termination: Either Party may terminate this MOU by giving written notice to the other, at the address first noted herein, of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination.

Amendments: This MOU shall only be amended by written mutual consent of both parties through a MOU amendment to this agreement.

F. Agreement Coordinators

AMERICAN FORESTS Agreement Manager	DNR Agreement Manager Information
Joel Pannell <i>Phone:</i> 202.277.9002 <i>Email:</i> jpannell@americanforests.org	Department of Natural Resources 1111 Washington Street SE Olympia, WA 98504-7037 <i>Phone:</i> <i>Email address:</i>
AMERICAN FORESTS Project Manager	DNR Project Manager Information


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G. Approval

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

AMERICAN FORESTS

DocuSigned by:

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Signature Date
James A. Daley

Name
American Forests President and Chief
Executive Officer

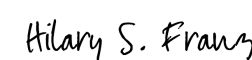
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DEPARTMENT OF NATURAL RESOURCES



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