

MEMORANDUM OF UNDERSTANDING
Between
BLUE FOREST FINANCE INC., WORLD RESOURCES INSTITUTE,
And
EASTERN SIERRA CLIMATE & COMMUNITY RESILIENCE PROJECT
WILDFIRE RESILIENCE ACTION FINANCE TEAM (WRAFT)

This MEMORANDUM OF UNDERSTANDING (this “MOU”), effective on the date of the last signature, sets forth the terms and understandings between Blue Forest Finance Inc., a California 501(c)(3) nonprofit corporation, hereinafter referred to as (“Blue Forest”), World Resources Institute (“WRI”), a 501(c)(3) nonprofit corporation, and the Eastern Sierra Climate & Community Resilience Project (ESCCRP)’s Wildfire Resilience Action Finance Team (“Wildfire Resilience Action Finance Team” and/or “WRAFT”) to pursue the parties’ mutual interest in exploring possible future joint actions to accelerate landscape-scale environmental restoration on the Inyo National Forest as defined in the ESCCRP planning and project documentation.

BACKGROUND: Blue Forest is a nonprofit organization that seeks to support ecological restoration work and realize the associated ecosystem service benefits for local communities. By structuring investments in projects that protect water resources and forest health, Blue Forest seeks to accelerate natural resources management activities that mitigate the effects of wildfire and drought. These non-monetary benefits that advance the public good are of critical importance and have prompted the development of the Forest Resilience Bond (“FRB”), the purpose of which is to deploy private capital to make landscapes more resilient to environmental risks. WRI is a global non-profit focused on the collective pursuit of three interconnected goals for people, nature and climate: improving human well-being, protecting the natural environment, and tackling climate change. WRI holds a close partnership with Blue Forest and both organizations worked together in the initial development of the FRB. The ESCCRP proposes to implement ecological forest restoration at a landscape scale across the Inyo National Forest lands in Mono County. The ESCCRP’s Wildfire Resilience Action Finance Team includes the members listed below in Section VI and serves as an advisory body to help the ESCCRP and other partners achieve landscape-scale forest restoration to reduce catastrophic wildfire risk, and in the process helps bolster community health and sustainability. The goal of the WRAFT is to advise on financial matters and funding strategies to support full implementation of the ESCCRP and achieve long-term management of restoration work, essential for the region’s health and sustainability, including protection of recreational values, water resources, and wildlife.

Accordingly, Blue Forest, WRI, and the WRAFT share mutual interests. This initial project is designed to be replicated across the Eastern Sierra Region.

I. PURPOSE: The purpose of this MOU is to ensure the communication and coordination necessary to explore possible future joint actions to accelerate landscape-scale restoration, and to foster continued conversations between the WRAFT, Blue Forest, and WRI to work together to identify questions, refine associated science, and explore pathways to use the FRB in landscape-scale demonstration projects across the Inyo National Forest as part of the ESCCRP. Implementing the FRB conservation finance mechanism in a strategic, collaborative manner will increase the likelihood of project success by augmenting public funds with one or more sources of private funds repaid by non-traditional stakeholders. This in turn will help to accelerate the pace and scale of restoration and inform future conservation efforts.

II. PROCESS: This purpose will be accomplished through the following process:

1. BLUE FOREST, WRI, AND THE ESCCRP WILDFIRE RESILIENCE ACTION FINANCE TEAM WILL:
 - a. Work together to identify questions, refine associated science, and explore pathways to use the FRB in landscape-scale demonstration projects across the Inyo National Forest as part of the ESCCRP.
 - b. Communicate and coordinate regularly, including through regularly scheduled meetings.
 - c. Identify roles and responsibilities for Blue Forest, WRI, and the WRAFT to support cooperation across each organization.
 - d. Cooperate in the exchange of information consistent with governing laws, regulations, and policies.
 - e. Discuss possible project locations that could be appropriate for implementation of an FRB and identify potential timelines for these potential pilot projects.
 - f. Collaborate in engaging local, state, and federal agencies, as well as tribes in a broader effort to accelerate restoration.
 - g. Identify the potential value(s)/benefit(s) to be accrued from specified restoration activities and pilot methods to model, quantify, measure and verify implementation effectiveness.
 - h. Collaborate in writing joint funding applications to support projects when appropriate, working together to decide who will be the lead applicant on a case-by-case basis.

2. BLUE FOREST AND WRI WILL:

- a. Support implementation financing of forest level pilot projects as identified in collaboration with the ESCCRP Wildfire Resilience Action Finance Team.
- b. Coordinate with the WRAFT on any outreach to, and engagement with, partner organizations, as well as local, state, and federal agency, and/or tribal partners.
- c. Develop necessary environmental and economic models to support the identification of candidate sites in collaboration with the WRAFT and trusted implementation partners.
- d. Coordinate with the WRAFT on the methods used to model and measure benefits related to FRB restoration activities.
- e. Provide updates to the WRAFT on any changes associated with the FRB, new foundation support, knowledge of future investors, and the level and type of investors that may impact successful use of the FRB.

3. THE WILDFIRE RESILIENCE ACTION FINANCE TEAM WILL:

- a. Work actively with Blue Forest to identify project sites where an FRB might support existing ESCCRP conservation or environmental goals.
- b. Identify future candidate project sites where an FRB might support existing conservation or environmental goals.
- c. Collaborate with Blue Forest, WRI, and both companies' research partners to support the environmental and economic analyses of proposed projects.
- d. Communicate and share information openly with Blue Forest and WRI that could support project success including project funding, spatial and environmental data, internal project documents, analysis, and permitting applications.
- e. Identify and facilitate coordination with stakeholders and potential beneficiaries, including but not limited to individual WRAFT members and ESCCRP partners.
Facilitate coordination with local, state, and federal agencies, and tribes where facilitation could be helpful.

III. FUNDING: This MOU is not a commitment of funds by either party or any individual WRAFT member to the other party or any third party. This MOU does not commit either party or any individual WRAFT member to fund any proposed project or any specific ESCCRP implementation work.

IV: EFFECTIVE DATE AND DURATION: This MOU is at-will and may be modified only by mutual written consent of all parties. This MOU may be terminated by either party at any time. A WRAFT member signatory may be added or withdraw from this MOU at any time provided that the addition or withdrawal of a WRAFT member signatory shall have no effect on the other signatories. This MOU shall become effective on the date of signature and shall continue until modified or terminated.

V. NONBINDING AGREEMENT: This MOU creates no right, benefit, or responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

VI: PRINCIPAL CONTACTS: Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Blue Forest Contacts:

Blue Forest	Blue Forest
Name: Title: Address: 5960 S Land Park Dr #1264 Sacramento, CA 95822-3313 Telephone: 360-481-2544 Email: kitty@blueforest.org	Name: Nick Wobbrock Title: Co-Founder & COO Address: 5960 S Land Park Dr #1264 Sacramento, CA 95822-3313 Telephone: 503-705-7720 Email: nick@blueforest.org

Principal WRI Contact:

WRI
Name: Andy Gurgol Title: Conservation Finance Manager Address: 10 G St NE #800 Washington, DC 20002 Telephone: Email: andy.gurgol@wri.org

ESCCRP WRAFT Contacts:

Mono County	Mono County
Name: Title: Address: City, State, Zip: Telephone: Email:	Name: Title: Address: City, State, Zip: Telephone: Email:
Eastern Sierra Council of Governments	Eastern Sierra Council of Governments

Name: Title: Address: City, State, Zip: Telephone: Email:	Name: Title: Address: City, State, Zip: Telephone: Email:
National Fish and Wildlife Foundation	National Fish and Wildlife Foundation
Name: Title: Address: City, State, Zip: Telephone: Email:	Name: Title: Address: City, State, Zip: Telephone: Email:
Los Angeles Department of Water and Power	Los Angeles Department of Water and Power
Name: Title: Address: City, State, Zip: Telephone: Email:	Name: Title: Address: City, State, Zip: Telephone: Email:
U.S. Forest Service	U.S. Forest Service
Name: Title: Address: City, State, Zip: Telephone: Email:	Name: Title: Address: City, State, Zip: Telephone: Email:

Town of Mammoth Lakes	Town of Mammoth Lakes
Name: Rob Patterson Title: Fin./Admin Services Director Address: PO Box 1609 City, State, Zip: Mammoth Lakes CA 93546 Telephone: 760-965-3661 Email: rpatterson@townofmammothlakes.ca.gov	Name: Daniel C. Holler Title: Town Manager Address: PO Box 1609 City, State, Zip: Mammoth Lakes CA 93546 Telephone: 760-965-3601 Email: dholler@townofmammothlakes.ca.gov
Whitebark Institute	Whitebark Institute
Name: Title: Address: City, State, Zip: Telephone: Email:	Name: Title: Address: City, State, Zip: Telephone: Email:
Mammoth Community Water District	Mammoth Community Water District
Name: Title: Address: City, State, Zip: Telephone: Email:	Name: Title: Address: City, State, Zip: Telephone: Email:

Alterra Mountain Company	Alterra Mountain Company
Name: Title: Address: City, State, Zip: Telephone: Email:	Name: Title: Address: City, State, Zip: Telephone: Email:
Party	Party
Name: Title: Address: City, State, Zip: Telephone: Email:	Name: Title: Address: City, State, Zip: Telephone: Email:

IN WITNESS WHEREOF:

BLUE FOREST FINANCE INC.

, Regional Strategy & Utilities Manager

Date

Nick Wobbrock, Co-Founder & Chief Operating Officer

Date

WORLD RESOURCES INSTITUTE

Jeff Lin, Grants and Contracts Manager

Date

EASTERN SIERRA CLIMATE & COMMUNITY RESILIENCE PROJECT
WILDFIRE RESILIENCE ACTION FINANCE TEAM

Daniel C. Holler, Town Manager
Town of Mammoth Lakes

Date

[Name, Title]
[Organization]

Date

[Name, Title]
[Organization]

Date

[Name, Title]

Date

[Organization]

[Name, Title]

Date

[Organization]

[Name, Title]

Date

[Organization]