

## **MEMORANDUM OF UNDERSTANDING**

Updated DRAFT 6/30/20

### **Between the undersigned land conservation organizations, collectively known as the Northern Region Council (NRC)**

This **MEMORANDUM OF UNDERSTANDING** is hereby entered into by NRC which geographically encompasses Del Norte, Siskiyou, Humboldt, Mendocino, Sonoma, Lake and Trinity Counties, covering approximately 10.4 million acres; eight river basins that flow to the Pacific Ocean; the Cascade, Klamath and Coast Ranges; and habitats ranging from coastal dune systems, redwood forests to ponderosa pine, oak woodlands, chaparral, annual grasslands, alpine forests, dormant volcanoes, and glaciers.

#### **A. PURPOSE:**

The Northern Region has been designated as one of six regions within the state by the California Council of Land Trusts (CCLT). The purpose of this Memorandum of Understanding (MOU) is to formalize a Council founded in collaboration and focused on the conservation of land and water resources of the Northern Region through strategic planning, training sponsorship, network opportunities, capacity building, and public policy advocacy tailored to the issues and opportunities of the region.

#### **B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

It is the intention that by forming a coalition as a Council it will provide collective benefits to members by:

- By affiliation, demonstrating both locally, regionally, and at the state level that the whole (alliance as a Council) is more than the parts (smaller organizations acting independently), creating a unified voice for conservation which will promote statewide attention to the region and its issues;
- Fostering policy development and conservation funding opportunities directed to the region;
- Improving communication among land trusts in the region and thus improving consistency, scales of efficiency, reducing duplication and facilitating shared opportunities;
- Improving communication with public agency and conservation organization partners;
- Coordinating training and technical support; and

As signatories, land trusts in the Northern Region commit to “thinking like a region” by forming a Council for the overarching purpose of conserving land, water, and other natural resources in the region.

### C. MEMBERSHIP:

Membership is currently only for land trusts and other agencies and nonprofit land conservation organizations.

- Definition of Membership: Any land conservation organization that supports the statement of mutual benefits and interest of NRC set forth in Section B may become a member by paying annual membership dues.
- Dues Structure: Membership dues are due to the North Coast Regional Land Trust (the fiscal sponsor of NRC) by the end of the year for the following year. Membership dues are based on the operating expenses<sup>1</sup> of an organization as follows:

Operating Expenses	NRC Dues
\$15,000 or under	\$45
\$15,001 to \$50,000	\$75
\$50,001 to \$150,000	\$105
\$150,001 to \$300,000	\$135
\$300,000-\$500,000	\$165
>\$500,000 ( <i>sliding scale</i> )	\$210-300

Term: The term of membership is on an annual basis

Individual dues are on a sliding scale: \$15-\$25/year. Individuals not associated with a land trust are not able to vote, but their advice and participation is welcome.

- Uses of Membership Dues: Dues will serve as supplemental or matching funds to grants in support of a part-time Regional Coordinator whose primary responsibility is to coordinate activities of NRC<sup>2</sup>. Funds may also be used on an as needed basis for training, conference development expenses, website, and marketing materials.
- Other organizations interested in membership will contact the Regional Coordinator. The Regional Coordinator will convey the interest of the organization to the Steering Committee, which will then determine the organization's eligibility.

### D. GOVERNANCE:

- The Steering Committee serves as the Governance Committee and will make recommendations to members participating in quarterly conference calls
- In most circumstances, the Steering Committee will bring recommendations regarding allocations of NRC funds and governance decisions to members of the NRC via conference calls. Members participating in calls will have an opportunity to vote to approve or disapprove steering committee recommendations. Items to be voted on will be listed in the agenda provided before the conference call.

<sup>1</sup>Operating Expenses are defined as recurring expenses which are related to the operation of an organization. This excludes one-time direct expenses such as monies paid for land acquisitions, project contractors etc.

<sup>2</sup>Refer to Appendix A for a full job description for the part-time Regional Coordinator.

- As deemed important for a broader perspective, the Steering Committee may seek input from the full membership on particular issues<sup>3</sup>.
- The Steering Committee shall have 3-7 members and will strive to represent the seven counties of the Northern Region by seeking participation from member organizations. There will be a minimum of three (3) and maximum of seven (7) members, including the Coordinator (or Chair) of the NRC.
- The Steering Committee members will make routine decisions by consensus or by majority vote.
- The Coordinator shall keep meeting minutes and said minutes shall be provided to the Steering Committee and members of the NRC .
- At its discretion, the Steering Committee may solicit a vote from dues paying member organizations. Member organizations get one vote per/organization. An example of matters that would be brought before the full membership for a vote would pertain to significant policy shifts of NRC, fiscal matters that affect the full membership, or other significant issues germane to the Northern Region.

**E. SIGNATORIES SHALL:**

- Pay annual membership dues to the NRC.
- If feasible, join CCLT at an appropriate level of membership<sup>4</sup>.
- Strive to send a representative to the Northern Region's annual regional face-to-face meeting each year.
- Participate in quarterly conference calls.
- Annual duties of signatories will be reviewed during periodic strategic planning work retreats.

**F. NRC SHALL:**

- Serve the interests of the Northern Region through the structure of a paid, part-time Regional Coordinator, volunteer standing committees including:
  - a. Steering Committee, the decision-making body of the Council; and
  - b. Ad Hock Committees that focus on a particular project of relatively short-term duration.

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<sup>3</sup> Refer to Appendix B for Steering Committee Structure.

<sup>4</sup> Refer to <http://www.calandtrusts.org/> for membership levels.

- Working with CCLT, represent the interests of land trusts and land conservation entities in the Northern Region by serving as a conduit of information between the land trusts, CCLT, and policy makers at the state, regional, and local level.
- Provide training and networking opportunities for members and other interested parties.
- Promote the Regions' resources and organizations by developing a NorthernRegion website.
- Maintain a fiscal sponsor<sup>5</sup> for funds received for the operations of the Northern Region.
- Establish a selection process for Steering Committee participation including term limits for steering committee members. Process shall be reviewed by NRC members and
- Identify regional collaborative projects.

**G. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:**

1. TERMINATION. Participants will be terminated upon failure to pay membership dues.
2. WITHDRAWAL. Any party, in writing, may withdraw from the Council at any time before the date of expiration.
3. PRINCIPAL CONTACTS. The principal contacts for the NRC are:

**NRC Coordinator**

Michelle Kunst

michelle@trinidadcoastallandtrust.org

**NRC Fiscal Sponsor Contact**

Dan Ehresman, Executive Director  
Northcoast Regional Land Trust

d.ehresman@ncrlt.org

PO Box 398, Bayside, CA, 95524

4. NON-FUND OBLIGATING DOCUMENT. Other than annual membership dues, this MOU is neither a fiscal nor a funds obligating document. Any endeavor involving reimbursement, contribution of funds, or transfer of anything of value between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority.

<sup>5</sup>Northcoast Regional Land Trust currently serves as fiscal sponsor for NRC.

5. MODIFICATION. Changes within the scope of this MOU shall be made by the issuance of a modification executed by all parties.
6. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the sixth signature and does not expire. Membership terms are effective as outlined in Section C. Membership.
7. RESPONSIBILITIES OF PARTIES. NRC will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
8. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in this document, as representatives of the cooperator, are authorized to act in their respective areas for matters related to this MOU.
9. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity by a party against the California Council of Land Trusts at the state or regional level, its agencies, its officers, or any person.

**THE PARTIES HERETO** have executed this MOU as of the last written date below.

Organization Name	Organization Representative and Title <span style="float: right;"><i>(printed)</i></span>
Organizational Representative Signature	Date

## **APPENDIX A: JOB DESCRIPTION FOR PART-TIME REGIONAL COORDINATOR**

1. Work with the Steering Committee to implement items on the strategic plan.
2. Distribute meeting agendas. Attend and take notes at all NRC meetings; prepare and disseminate meeting minutes in a timely manner.
3. Assist in managing grants, and coordinating meetings, workshops, and conferences to the extent that funds are available.
4. Update the website

### **NCRLT Administrative Duties**

1. Manage the Northern Region's contact information database (email and mailing lists).
2. Assist in management of the Northern Region funds with the fiscal sponsor and provide reports on financial status to the Steering Committee.
3. Send out membership renewal notices

## **APPENDIX B: STEERING COMMITTEE STRUCTURE**

Prior to this MOU, the Northern Region Council (NRC) was governed by an Executive Committee made up of voluntary representatives from involved organizations. With the acceptance of this MOU, the Steering Committee will be structured as follows:

### **STEERING COMMITTEE**

#### **Duties:**

- The Steering Committee will oversee activities of NRC coordinator and ensure both narrative and financial records are kept and the activities of the NRC are consistent with the strategic plan. The Steering Committee will act as the decision-making body of the Council.
- The Steering Committee approves policies, provides guidance, input, and hands-on effort in drafting policies, creating working committees, and participating in educational and fundraising events, etc.
- The Steering Committee will meet four times per year<sup>6</sup> (with additional conference calls as needed for decision making)

#### **Structure and Eligibility:**

- Member organizations may designate one Steering Committee member.
- Steering Committee members will serve a minimum of one year, with the option to renew annually.
- The NRC Coordinator will automatically serve as the chair of the Steering Committee.
- Those members interested in participating on the Steering Committee must submit their names to the Regional Coordinator by November 1, prior to the commencement of the next term.
- If more than seven members submit their names to the Regional Coordinator for a given year, an election process will be held via email, with each member organization of NRC casting one vote.
- No member organization may have more than one voting representative on the Steering Committee.

#### **Decision Making:**

- The Steering Committee may decide whether a decision for NRC will be made by a consensus or a vote. The Steering Committee members will make routine decisions by consensus. For other matters, members shall decide by majority vote. Each signatory organization shall have one vote.

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<sup>6</sup> Steering Committee meetings between conference calls