

MEMORANDUM OF UNDERSTANDING

Updated 9/16/15

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 intended that forming an alliance as a Council will provide collective benefits to members by:

- 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
- 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).

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 and water resources in the region.

C. MEMBERSHIP:

Membership is currently only for land trusts and other nonprofit land conservation organizations¹.

- 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 Northcoast Regional Land Trust (the fiscal sponsor of NRC) on January 1 each year. Membership dues are based on the operating expenses² of an organization as follows:

| Operating Expenses | CNRLTC Dues |
|-------------------------------------|--------------------|
| \$15,000 or under | \$75 |
| \$15,001 to \$50,000 | \$125 |
| \$50,001 to \$150,000 | \$175 |
| \$150,001 to \$300,000 | \$225 |
| \$300,000-\$500,000 | \$275 |
| >\$500,000 (<i>sliding scale</i>) | \$350-\$500 |

Term: The term of membership is on an annual basis.

- 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 NRC³. Funds may also be used on an as needed basis for training, conference development expenses, website, and marketing materials.
- 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.
- In most circumstances, the Executive Committee will be the decision making body on matters related to day-to-day operations, planning, personnel, budget and committee/task force assignments.

¹ A separate Conservation Partners agreement has been developed to encourage collaboration with other conservation groups involved in land and water conservation. A separate form of agency membership may be established by a Council-to-Agency agreement.

² 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.

³ 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 issues⁴.
- The Steering Committee will strive to represent the seven counties of the Northern Region by seeking participation from member organizations that represent each of the seven counties. There will be a minimum of five (5) and maximum of fifteen (15) 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 forthwith.
- At its discretion, the Steering Committee may solicit a vote from dues paying members. 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 membership⁵.
- Send a representative to the Northern Region's annual meeting (currently scheduled during the annual CCLT Conference in Sacramento each year) as applicable or one regional face-to-face meeting per year.
- One representative of each signatory organization shall serve one or more terms on the Steering Committee.
- One representative of each signatory organization shall serve a one-year term on Executive Committee if nominated by the Steering Committee.
- Participate on one of the committees of the Council or as a member of a task force.
- Participate in fundraising opportunities for regional issues.
- Annual duties of signatories will be identified 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, NRC chair and volunteer standing committees including:
 - a. Executive Committee, the governing body of the Council, with specified decision making authority;
 - b. Steering Committee, the decision-making body of the Council; and

⁴ Refer to Appendix B for Steering Committee Structure.

⁵ Refer to <http://www.calandtrusts.org/> for membership levels.

- c. Task forces that focus on a particular project of relatively short-term duration.
- 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 and local level.
- Provide training and networking opportunities for members and other interested parties.
- Market the Regions' resources and organizations by developing a Northern Region website and other material which could include a profile of the respective organizations or entities.
- Build relationships with public agency partners through the development of a Council-to-Agency agreement which identifies those specific agencies involved in land and water conservation and outlines areas of mutual benefit and collaboration.
- Maintain a fiscal sponsor⁶ for funds received for the operations of the Northern Region.
- Establish a selection process for Executive Committee and Steering Committee participation including term limits for steering committee members. Process shall be reviewed by NRC members and attached as an appendix to the MOU⁷.
- 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 Chair

Carol Vander Meer

carol.vandermeer@gmail.com

NRC Fiscal Sponsor Contact

Northcoast Regional Land Trust

PO Box 398, Bayside CA 95524

Mike Cipra, Executive Director m.cipra@ncrlt.org

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,

⁶ Northcoast Regional Land Trust currently serves as fiscal sponsor for NRC.

⁷ Refer to Appendix B for Executive and Steering Committee Structure.

APPENDIX A: JOB DESCRIPTION FOR PART-TIME REGIONAL COORDINATOR

1. Work with the Steering Committee to implement items on the strategic plan.
2. Manage the Northern Region's contact information database (email and mailing lists).
3. Distribute meeting agendas. At the discretion of the Chair, attend and take notes at all NRC meetings; prepare and disseminate meeting minutes in a timely manner.
4. Assist in management of the Northern Region funds with the fiscal sponsor and provide reports on financial status to the Steering Committee.
5. Assist in managing grants, and coordinating meetings, workshops, and conferences to the extent that funds are available.

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 year⁸ (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 two years, 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 fifteen 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.
- Conservation Partners are not eligible for 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.

⁸ Steering Committee meetings are to be held in September, November, January, March, May