



MEMORANDUM OF UNDERSTANDING (MOU)

Between

Yosemite/Sequoia Resource Conservation and Development Council and Sponsor Organizations

This is a memorandum of understanding by and between Yosemite/Sequoia Resource Conservation and Development Council, hereinafter referred to as “YSR CDC,” and the sponsor organizations, hereinafter referred to as “Sponsor Organizations,” that make up the Council and that choose to participate in this memorandum of understanding. YSR CDC and Sponsor Organizations are sometimes collectively referred to as the “parties” or individually as a “party.” This MOU shall be effective following the final signatory date and full execution of the MOU until either party resigns. This memorandum is not a legally enforceable contract between YSR CDC and Sponsor Organizations.

I. BACKGROUND

YSR CDC is a regional 501(c)3 nonprofit organization focused on conservation and economic development in the southern Sierra Nevada. The YSR CDC service area includes the rural and foothill communities of Fresno, Madera, Mariposa, and Tulare counties. YSR CDC is comprised of up to 26 Sponsor Organizations, including counties, Resource Conservation Districts (RCDs), Fire Safe Councils (FSCs), local tribes (federally and/or non-federally recognized), and economic and tourism organizations. YSR CDC recently executed a Master Stewardship Agreement (“the MSA”) with the Sierra National Forest to increase forest restoration, stewardship, and economic opportunities. YSR CDC has also recently developed several partnership opportunities through grant-funded programs. YSR CDC and its Sponsor Organizations share a common vision for conservation and economic development in the southern Sierra Nevada. This MOU provides opportunities for collaboration that will leverage resources, including but not limited to the MSA, to achieve common landscape scale restoration goals, mutual interests, and other pursuits of YSR CDC and Sponsor Organizations.

II. PURPOSE

The purpose of this MOU is to clearly identify the roles and responsibilities of signatories as they relate to ongoing partnership and cooperation between YSR CDC and its Sponsor Organizations and to establish an agreement for future cooperation.

This MOU is intended to:

- Establish a foundation to enhance our partnership and coordination in the region.
- Increase opportunities and capacity in the southern Sierra Nevada that align with mutual organizational goals.
- Increase cooperation and resource sharing among our Sponsor Organizations.
- Develop and facilitate regional collaborative processes.
- Align with other agreements (e.g., the MSA) and local/regional cooperative efforts.

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- Maintain relationships for a common purpose to meet the needs of a diverse community of stakeholders.

III. STATEMENT OF MUTUAL BENEFIT AND INTEREST

YSRCDC’s mission is to promote the quality and aesthetic values of our cultural, environmental, and recreational resources by improving the quality of life through diverse, sustainable economic development. In addition to YSRCDC’s Sponsor Organizations, YSRCDC also frequently partners and cooperates with other local, regional, and state agencies, including CALFIRE and the USDA Forest Service.

YSRCDC and the Sierra National Forest have an executed 5-year MSA. The MSA is a strategic resource that enhances the opportunity for both entities to seek funding and develop projects that benefit the landscape and the various resources that it provides. The MSA can garner new and additional support from and for partners, including but not limited to the timber industry, federal and non-federal entities, tribal entities, and YSRCDC’s Sponsor Organizations and volunteers. Mission accomplishment for both entities will be furthered by the restoration, conservation, and management of natural resources across the landscape.

The projects developed under the MSA are for the protection, enhancement, and restoration of watershed ecosystems in the Sierra Nevada and the unlocking of economic opportunities in our service area. These projects could incorporate a suite of ecosystem management activities including, but not limited to, reducing fire risks and hazards by removing and thinning hazardous fuels; hazard tree mitigation and timber stand improvement for forest health; vegetation management to enhance resilience to fire, drought, insects, and disease; habitat restoration including vegetation thinning, slashing, hand piling, and cultural and/or prescribed burning; meadow, stream, riparian and aspen restoration and protection; water quantity and quality enhancement including project elements which support scientific research; cultural site restoration and conservation; removal and utilization of forest byproducts; noxious weed abatement/control; road maintenance, reconstruction, and/or removal; and improvement of recreational opportunities (e.g., trails and campgrounds).

YSRCDC is continually seeking other mutually beneficial partnership and agreement opportunities. YSRCDC has several agreements and initiatives with grant-associated funding to benefit Sponsor Organizations.

In consideration of these partnerships, and the potential to develop new opportunities through these agreements, this MOU will act as a framework for partnership and future supplemental project agreements (SPAs) under the MSA with Sierra National Forest. Other future YSRCDC agreements or programs not listed in this MOU at the time of execution will also be opportunistically available to Sponsor Organizations.

IV. SUPPLEMENTAL AGREEMENTS

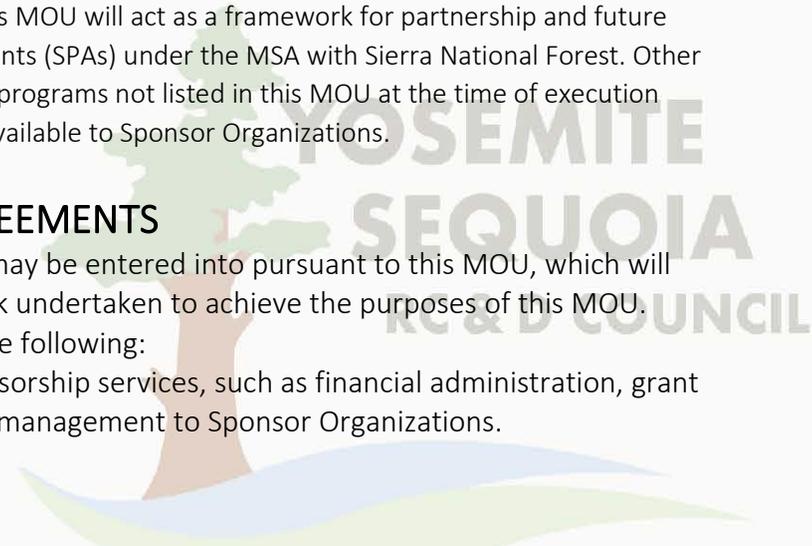
- A. Supplemental agreements may be entered into pursuant to this MOU, which will detail any agreed-upon work undertaken to achieve the purposes of this MOU. Such work may consist of the following:
 - a. YSRCDC provides fiscal sponsorship services, such as financial administration, grant administration, and project management to Sponsor Organizations.

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- b. Sponsor organizations provide technical or project-based assistance in implementing YSRCDC's projects, such as managing a local project or providing technical assistance on a program or planning process.
- c. Resource sharing between organizations, to be mutually determined based on discussed needs and opportunities.
- B. Master Stewardship Agreement (MSA) with Sierra National Forest (*and others, if developed*)
 - a. All projects conceived under the MSA will undergo a collaborative process to determine specific restoration goals, objectives, and priorities between YSRCDC, Sponsor Organizations, and the USDA Forest Service. The collaborative process will ensure that the benefits of undertaking restoration activities are mutually beneficial to all parties and beneficial to a wide diversity of interests involved in the collaboration.
 - b. YSRCDC, Sponsor Organizations, and the USDA Forest Service share an interest in improving the ecosystem condition and function of the landscape. A healthy landscape provides various benefits beyond the needs of a single species and therefore benefits all parties.

V. YSRCDC EXPECTATIONS AND RESPONSIBILITIES UNDER THIS MOU

- A. Provide leadership for planning, implementing, and monitoring work undertaken pursuant to this MOU and/or any supplemental agreements.
- B. Develop an annual summary of program accomplishments before the end of each calendar year.
- C. May enter into supplemental agreements or support Sponsor Organization's specific project agreements to accomplish agreed-upon work undertaken pursuant to this MOU and the MSA.
- D. Shall designate a representative to participate in appropriate Sponsor Organization meetings to discuss and identify objectives, activities, and opportunities that meet the purposes of this MOU.
- E. May provide contributed funds for projects mutually agreed upon by the signatories.
- F. Support Sponsor Organization's grant applications by writing or reviewing the applications or submitting Letters of Support on behalf of Sponsor Organizations.
- G. Refer partners or cooperators to Sponsor Organizations as opportunities align with specific activities and pursuits of Sponsor Organizations, such as potential project or program opportunities.
- H. Provide cross-training opportunities to Sponsor Organizations as resources become available.
- I. Other activities which mutually benefit YSRCDC and Sponsor Organizations, as mutually determined and agreed upon by YSRCDC and Sponsor Organizations.





VI. SPONSOR ORGANIZATION EXPECTATIONS AND RESPONSIBILITIES UNDER THIS MOU

- A. Provide leadership for planning, implementing, and monitoring work undertaken pursuant to this MOU and/or any supplemental agreements.
- B. Work with YSRCDC to develop supplemental agreements to accomplish agreed-upon work undertaken pursuant to this MOU and/or the MSA.
- C. Designate a representative to participate in quarterly YSRCDC meetings to discuss and identify objectives, activities, and opportunities to meet the purposes of this MOU.
- D. May provide contributed funds for projects mutually agreed upon by the signatories.
- E. Support YSRCDC's grant applications by writing or reviewing the applications or submitting Letters of Support on behalf of YSRCDC.
- F. Refer partners or cooperators to YSRCDC as opportunities align with specific activities and pursuits of YSRCDC, such as potential project or program opportunities.
- G. Provide cross-training opportunities to YSRCDC as resources become available.
- H. Other activities which mutually benefit Sponsor Organizations and YSRCDC, as mutually determined and agreed upon by Sponsor Organizations and YSRCDC.

VII. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE SIGNATORIES THAT:

- A. This regional MOU provides a framework for developing local-level supplemental agreements to accomplish natural resources conservation and stewardship activities.
- B. Assistance to be provided by YSRCDC to Sponsor Organizations or vice versa will be set forth in supplemental written agreements that specify the terms and conditions of such assistance when appropriate. These agreements will be signed by the designated representatives authorized by YSRCDC and Sponsor Organizations.
- C. This MOU in no way restricts either YSRCDC or Sponsor Organizations from participating with other public and private agencies, organizations, and individuals.
- D. This MOU will be governed in consideration of Federally Recognized Indian Tribes regarding sovereign nation status and Indian Self-Determination and YSRCDC's status as a non-profit organization.
- E. Nothing in this MOU shall be construed as obligating either party to expend, contract for, or otherwise commit to the future expenditure of money.
- F. This MOU may be revised as necessary by issuing a written amendment. YSRCDC must be given at least 60 days advanced notice to place the proposed revision on a quarterly council meeting agenda. At this point, the amendment must be

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consented to, signed, and dated by a majority of signatories at a regular YSRCDC quarterly council meeting.

- G. Signatories may terminate their participation under this MOU by giving the other party 60 days written notice. Unless terminated by written notice, this MOU will remain in force.
- H. Signatories shall not discriminate on the grounds of race, color, creed, sex, age, physical handicap, or national origin in selecting participants for any work undertaken pursuant to this MOU or any supplemental agreements hereto.
- I. Signatories affirm that the person executing this MOU on their behalf has been duly authorized to enter into this MOU.

VIII. FUNDING

This MOU does not include the reimbursement of funds among the signatories, but specific project agreements and supplemental agreements entered into under this MOU may include reimbursement of funds.

IX. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of YSRCDC and consecutive signature(s) of Sponsor Organizations' authorized officials. This MOU may be executed in any number of counterparts by Sponsor Organizations, each of which shall be an original. Still, such counterparts shall together constitute but one and the same instrument. It shall be in force from the Date of execution to the written notification of withdrawal from either party.

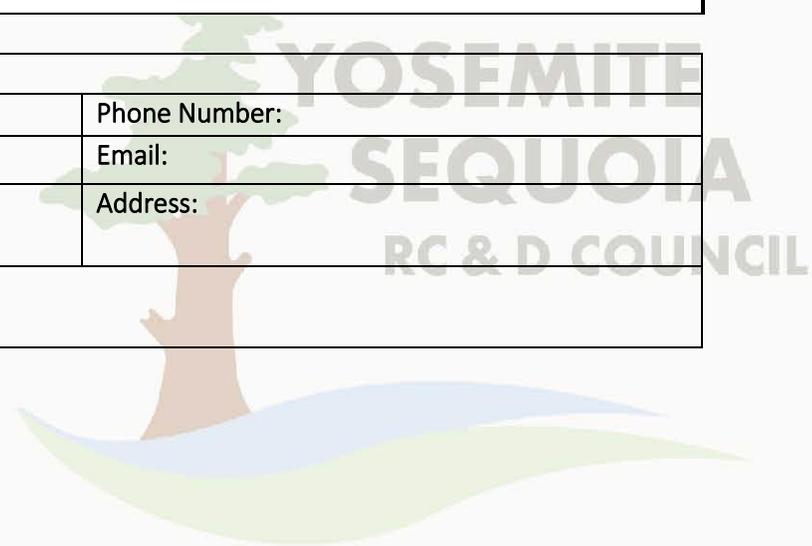
- A. YSRCDC and Sponsor Organizations indicate agreement with this MOU by their signatures. Additional Sponsor Organization signatories can be added at any time.

Signatory information, signatures, and dates

Organization: Yosemite/Sequoia Resource Conservation and Development Council
Primary Contact: Erin Capuchino, Director
Phone Number: (559)580-3042
Address: 40108 Hwy 49, Ste. C #298 Oakhurst, CA 93644
Email: ecapuchino@ysrcandd.org

Organization:	
Primary Contact:	Phone Number:
Title:	Email:
Date:	Address:
Signature	

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Supporting Membership

Yosemite Sequoia Resource Conservation and Development Council offers its partners many services, making your investment with the council dedicated to supporting and championing the Southern Sierra Region of California in Mariposa, Madera, Fresno, and Tulare Counties. We invite you to review some of the services listed below and consider joining the council as a supporting member.

Y/S RC&D Council services available to supporting members include but are not limited to:

- Program Administration
- Fiscal Agent Services
- Program/Project management services
- Grant Writing
- Program Development
- Developing and executing community education and outreach
- Provide leadership for the planning, implementing, and monitoring projects and/or committees.
- Support Sponsor Organization's grant applications by writing or reviewing the applications or submitting Letters of Support on behalf of Sponsor Organizations.
- Connecting partners and cooperators to Organizations as opportunities that align with specific activities and pursuits of Sponsor Organizations, such as potential project or program opportunities.
- Provide cross-training opportunities to Sponsor Organizations as resources become available.
- Other activities mutually benefit Y/S RC&D Council and Sponsor Organizations, as mutually determined and agreed upon by Y/S RC&D Council and Sponsor Organizations.

Membership Dues should be paid each year for the continuation of benefits.

Please complete this form and return it to Yosemite/Sequoia RC&D Council along with payment and the signed MOU to 40108 Hwy 49, Ste. C #298, Oakhurst, CA 93644

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Supporting Member Due Form

Organization:

Contact & Titles:

Phone:

Email:

Address:

Website Address:

Organization Type: Please review the descriptions and suggested membership dues below; check the box that reflects your organization most accurately.

County - \$1,000

Sponsorship for each of the four counties in our service area. The council works in partnership with county interests, as appropriate, to ensure that environmental and economic opportunities and challenges are addressed in their service area.

Community-based groups, tribal entities, non-profits, and special districts - \$500 / \$250

The Y/S RC&D Council serves community-based organizations, including but not limited to tribal entities, non-profits, and special districts working communities in relation to Resource Conservation and Economic Development. Dependent on the annual Budget.

Community members or other

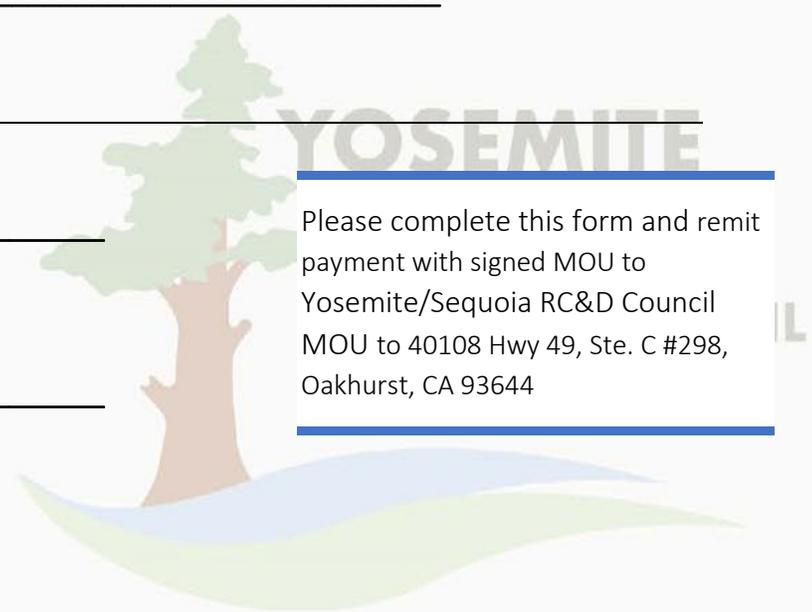
If you do not fall under one of these categories but feel that you benefit from our partnership and can contribute, we encourage you to donate what you can. All Donations are tax-exempt. The individual residents within our communities directly benefit from the work completed. All Y/S RC&D Council projects and committees affect the residents of rural and foothill communities of Madera, Mariposa, Fresno, and Tulare counties. Thank you for your consideration.

Dues/Donation Amount: _____

Name and Title:

Signature:

Date:



Please complete this form and remit payment with signed MOU to Yosemite/Sequoia RC&D Council MOU to 40108 Hwy 49, Ste. C #298, Oakhurst, CA 93644