

MEMORANDUM OF UNDERSTANDING OF THE MATTOLE RIVER AND RANGE PARTNERSHIP

--Abridged Public Version--

February 2010

This Memorandum of Understanding was developed by a Taskforce composed of representatives of the three Partner organizations during a series of facilitated in-person and telephone meetings between February and August of 2008. Sponsored by the Bella Vista Foundation and the Resources Legacy Fund Foundation, the goal of this project was to increase the capacity of the Partnership to effectively implement the Ten Year Watershed Restoration Plan. A final MOU was issued in November 2008. The MOU was discussed during monthly Mattole River and Range Partnership meetings thereafter and revised in February 2010.

Agreements herein will apply going forward from date of last signature. They will not necessarily be applied to any work initiated prior to adoption of this MOU by all parties.

This MOU may be modified by mutual consent of all Partners at any time by producing a new version with changes tracked. All Partners must sign the new version for the changes to take effect. Any Partner may withdraw from this MOU by providing advance written notice with explanation to all other partners. Any Partner contemplating withdrawal will first engage in good faith discussions with the other partners to determine if other solutions may be found.

I. AGREEMENTS TO STRENGTHEN OUR INDIVIDUAL AND COLLECTIVE ABILITY TO ATTRACT FUNDING TO THE WATERSHED

A. Who will be the grantee of record?

1. The first Partner to identify the funding opportunity and propose a collaboration who is willing and able to take the lead to develop the proposal.

B. How will total funds available for project work be divided between partners?

1. Negotiate each time before the proposal is submitted.
2. Grantee of Record will propose the division.
3. For collaborative grant opportunities from private foundations, where there is a single grant award to be shared among the three Partners and the funder is flexible about how to divide it, our default approach will be that the Grantee of Record should receive 40% of the total award, and each other Partner should receive 30%. However, this default arrangement may be altered when conditions warrant, i.e. if the nature of the work planned is better suited to a different division of labor and funding.

4. Funds should be divided through formal subcontracts. We intend to use one or more standard subcontract templates whenever possible, and will select the most appropriate template based on the funding source.

II. AGREEMENTS TO CLARIFY PROGRAM BOUNDARIES AND INCREASE EFFICIENCY IN OVERLAPPING AREAS

A. The Partners recognize these focus areas:

1. Mattole Restoration Council: Overall watershed restoration with emphasis on terrestrial restoration & erosion control, promoting sustainable resource use, and the collection & dissemination of knowledge about the watershed.
2. Mattole Salmon Group: Fish biology, fish population enhancement, fish habitat restoration, salmonid population monitoring, and water quality and instream habitat monitoring.
3. Sanctuary Forest: Land conservation through acquisition and stewardship of easements and fee lands; water stewardship and streamflow enhancement; and ecological education and recreational activities.

B. The Partners are committed to act in concert to pursue a shared vision.

C. The Partners recognize that there are program areas where Partners may conduct similar work, either independently or jointly.

1. A Current and Future Program Area Chart as of January 2010 is included as Exhibit A of this Memorandum of Understanding.
 - a. The Partnership will review this Chart at least every 6 months at Partnership Summit meetings to determine whether updates are needed.
2. In order to manage overlapping program areas with the greatest efficiency, the Partners have chosen a Lead Partner for each of the program areas listed in the Chart.
 - a. The Lead Partner will scan for funding, coordinate proposal development, communicate their activities, and advise the Partnership on strategy.
 - b. The other Partners will share all inquiries and funding leads to the Lead Partner. Timeliness in this communication is of the essence.

Should a Lead Partner not wish or be able to pursue a funding lead, they will communicate this to the other Partners working in that program area, so they may have the option to pursue it.

- c. All levels of staff are encouraged to understand the lead and referral structure and strengthen coordination while working in each overlapping area.
 - d. The Lead Partner is responsible for setting and overseeing data collection protocols for their program areas, and other Partners are responsible for following these protocols.
 - e. In general, the Lead Partner has the right to take the primary role in all projects in a given program area, unless another arrangement is agreed to within the Partnership. In any event, roles and responsibilities of each Partner within an overlapping program area should be agreed upon prior to project implementation.
3. In certain cases of complex program overlap or interaction between two Partners within a program area, it may be beneficial for these Partners to form a bilateral side agreement that more specifically outlines how work in this program area will be divided.
 4. For a handful of “program areas” in the Chart, there is no need to identify a Lead due to the nature of the activity; but we agree that for these areas as for others, coordination and data sharing are overarching goals.

III. AGREEMENT ON THE LANGUAGE WE WILL USE TO DESCRIBE THE MATTOLE RIVER AND RANGE PARTNERSHIP (MRRP) TO OUR GOVERNMENT FUNDERS AND AGENCY PARTNERS, THE PUBLIC, AND OUR OWN BOARD AND STAFF:

The Mattole River and Range Partnership consists of three nonprofit organizations, the Mattole Restoration Council, Mattole Salmon Group, and Sanctuary Forest, who collaborate to conserve and restore the Mattole watershed. The Partnership coordinates our efforts to implement projects and monitor watershed health.

IV. AGREEMENTS HOW TO SUSTAIN IMPROVED ONGOING COMMUNICATION

A. In order to use the tools and continue to update these agreements, the Partners will schedule regular communication check-ins.

1. Monthly conference calls will occur, as well as one to two in-person Partnership Summit meetings per year.

2. These will be open to the Executive Directors and other staff as invited by each Executive Director in order to inform staff or help them discuss common issues. If a Partner has no current Executive Director, its board shall designate another staff or board member as its representative to the Partnership.
3. Everyone will report back to their own staff or boards as they like.
4. Annually, the role of MRRP Coordinator will rotate among the three Partners.
 - a. Through 2009 Jeremy Wheeler, Mattole Restoration Council
 - b. Jan-Dec 2010 Keytra Meyer, Mattole Salmon Group
 - c. Jan-Dec 2011 Noah Levy, Sanctuary Forest
5. The Coordinator will:
 - a. Schedule in-person meetings one to two times per year;
 - b. Email reminders of upcoming conference calls and meetings;
 - c. Collect agenda items and circulate the agenda to each ED;
 - d. Facilitate meetings;
 - e. Arrange for note taking;
 - f. Maintain the files; and
 - g. Organize an annual BBQ for the board and staff of all the Partners.

EXHIBIT A:

CURRENT AND FUTURE PROGRAM AREA CHART

Program Area	MRC	MSG	SF	Lead
Fish Enhancement				
▪ Salmon rescuing and rearing		x		MSG
Monitoring				
▪ Instream habitat monitoring		x		MSG
▪ Salmon population monitoring		x		MSG
▪ Aquatic invasives monitoring		x		MSG
▪ Monitoring of water temperature and chemical parameters		x	x	MSG

Program Area	MRC	MSG	SF	Lead
▪ Sediment monitoring	x	x		MRC
▪ Channel monitoring	x	x		MRC
▪ Streamflow monitoring	x	x	x	SF
▪ Groundwater monitoring	x		x	SF
Restoration				
▪ Instream fish habitat enhancement	x	x		MSG
▪ Erosion control	x	x	x	MRC
▪ Tree planting	x	x		MRC
▪ Other Vegetative restoration	x			MRC
▪ Stream crossing restoration	x	x		MRC
Streamflow Enhancement and Water Conservation				
▪ Water storage and forbearance agreements			x	SF
▪ Planning, education, policy development	x		x	SF
▪ Groundwater management and infiltration	x		x	SF
▪ Water conservation demonstrations and tune-ups	x		x	SF
Land Conservation				
▪ Acquisition of conservation easement & fee title			x	SF
▪ Conservation acquisition project support	x		x	SF
▪ Carbon sequestration projects	x		x	SF
▪ Trails and recreation work			x	SF
▪ Conservation policy	x	x	x	
Education				
▪ Interpretive Hikes Program			x	SF
▪ Interpretive lectures	x	x	x	
▪ Nick's Interns	x	x	x	MRC
▪ Scholarship program			x	SF
▪ Mattole Ecological Education Program	x	x		MRC
▪ Newsletter	x	x	x	
▪ Resource Center	x			MRC
Forest Management				
▪ Sustainable harvest	x		x	MRC
▪ Forest Ecosystem Enhancement & Fuels Reduction	x			MRC

Program Area	MRC	MSG	SF	Lead
Planning and Data				
▪ GIS	x	x	x	MRC
▪ Watershed planning	x	x	x	
▪ Data management	x	x	x	

Having been duly authorized by our respective Boards of Directors at regular meetings in recent months, we, the undersigned hereby confirm that this document represents our common understanding as to the structure and operations of our inter-organizational strategic alliance, known as the Mattole River and Range Partnership.

Agreed to on this _____ day of _____, 2010 in Humboldt County, CA

 F. Jeremy Wheeler, Executive Director
 Mattole Restoration Council

 Date

 Keytra Meyer, Executive Director
 Mattole Salmon Group

 Date

 Noah Levy, Lands Program Director
 Sanctuary Forest

 Date