

**Memorandum of Understanding between the
Lake Roland Nature Council, Inc. and the Guilford Garden Club, Inc.**

I. Introduction

The Lake Roland Nature Council, Inc. (LRNC) is the Baltimore County (the County) approved non-profit partner responsible for the stewardship of Lake Roland (the Park). Guilford Garden Club, Inc. (GGC) a non-profit organization, has a long history of project work in the Park and brings expertise in horticulture and ecological landscapes.

Both organizations are interested in forming a partnership and entering into a relationship with several consultants (Consultant Group) to create a series of planning documents to assist in assessing, prioritizing, and implementing best management practices for future projects in the Park (the Design Framework).

The purpose of this Memorandum of Understanding (MOU) is to set forth the terms of the partnership between LRNC and GGC.

II. Action Steps

The following are the agreed upon action steps necessary to complete the Design Framework:

A. Consultant Group Relationship:

1. Clarifying and documenting the Consultant Group scope(s) of work, deliverables, including each phase of work, and the final Design Framework, including the compensation structure.
2. Establishing a budget for the Design Framework including Consultant Group fees and related expenses, engagement of local subject matter experts, fundraising expenses, and other expenses incurred in the normal course of the project.
3. Creating a fund raising plan to pay for items 1. and 2. above.
4. Entering into a contractual agreement(s) with the Consultant Group, and other parties as necessary, to undertake the scope of work.
5. Management and oversight of the work of the Consultant Group.

B. Community Engagement:

1. Identifying and engaging interested parties, including but not limited to: Baltimore County Government; area environmental groups; colleges and universities; local subject matter experts; and other organizations affiliated with the park, and any other parties who bring expertise and can contribute to the process of creating the Design Framework (collectively referred to as Stakeholders).
2. Providing a structure for Stakeholders to participate throughout the Design Framework process.

C. Administrative/Communications:

1. Establishing a timeframe for deliverables and a workplan for each phase of the project.
2. Managing various day-to-day tasks including but not limited to: organizing and holding necessary meetings, briefings, workshops, surveys, evaluations, “bio-blitzes” or similar events, information gathering, and preparation of documentation/materials requested by the Consultant Group or Stakeholders within the established timeframes.
3. Creating and managing communication outlets to keep Stakeholders and the broader community informed throughout the project.
4. Tracking finances and accounting for income and expenses associated with the Design Framework including: Consultant Group fees and expenses; engagement of local subject matter experts, fundraising expenses, and other expenses incurred in the normal course of the project.

III. Terms

The parties agree to the following terms:

- A. Design Framework Ownership and Use: The Design Framework, and any associated work products, will be the property of LRNC for its exclusive use and publication. GGC will be recognized as a partner on and have access to all materials.
- B. Fundraising: It is understood that the funds necessary to engage the Consultant Group are not currently in hand, and will be raised by LRNC and GGC. The parties agree that funds will be raised as follows:

1. Initially, the primary responsibility for fundraising will be GGC's until such time as LRNC completes its capital campaign for the Lake Roland Education and Environmental Nature Center, anticipated to take one (1) year.
2. Except as set forth below in section d., all funds raised by LRNC or GGC to engage the Consultant Group shall be restricted to that purpose, the implementation of the Design Framework, or mutually agreed to projects or programs related to the environmental and ecological stewardship of the Park.
3. At all times LRNC will support and partner with GGC to raise funds.
4. Annual Native Plant Sale – LRNC and GGC have collaborated on an annual native plant sale (Plant Sale) held in the Park for the past two years. It is agreed that while fundraising for the Design Framework is in progress, net proceeds from the Plant Sale will be structured as follows:
 - i. Split fifty-fifty (50/50) between the parties.
 - ii. The first \$2,000 of GGC's share of net proceeds is restricted to GGC's use, any funds over \$2,000 will be dedicated to the Design Framework.
 - iii. Net proceeds from the Plant Sale representing LRNC's share will be dedicated to the Design Framework.

C. Engagement/Contract with Consultant Group: The contract for services will be between the Consultant Group and LRNC. LRNC's engagement of the Consultant Group is contingent upon:

1. Reaching an agreement with the Consultant Group as to payment by project phase as money is raised and in hand.
2. Approval by the LRNC board of directors of the scope of work and compensation structure as set forth in Section A.1. above.

D. Management and Oversight of the Consultant group (see, Section II.A.5.): This will be the joint responsibility of LRNC and GGC. Each organization will designate two board members as organizational representatives for the project (Project Representatives). The Project Representatives will be responsible for keeping their respective organization informed about the project and for interfacing with the Consultant Group. LRNC's Project Representatives are: Jim Flannery and Elise Butler. GGC's Project

representatives are: Kay McConnell and Kimberly Warren. Both organizations' presidents will be available as advisors as necessary.

- E. Finances/Accounting: LRNC agrees to take responsibility for tracking and paying expenses as set forth in Section II. C. 4. above, and will provide GGC documentation of all income and expenses associated with the project.
- F. Additional Documents: In order to ensure the success of the project several documents will be jointly developed and agreed to by LRNC and the GGC and incorporated herein as a part of this MOU:
 - 1. Consultant scope of work and compensation as set forth in Section II.A. 1. above.
 - 2. Project Budget as set forth in Section II.A.2. above.
 - 3. Fundraising Plan as set forth in Section II. A.3. above.
- G. Other Roles and Responsibilities:
 - 1. Ensuring community engagement and performing administrative/communication functions, as set forth in Sections II.B. and C. respectively, shall be the primary responsibility of the GGC. Exceptions to this include:
 - i. Engagement and communication with Baltimore County Government which is the primary responsibility of LRNC.
 - ii. In the event that questions arise between any participating party (for example: GGC, Consultant Group, LRNC, Baltimore County, etc.) LRNC will facilitate such communication.
 - iii. Establishment by LRNC of a section on its web site to include:
 - 1. Recognition of the partnership between LRNC and GGC.
 - 2. Information related to the project provided by GGC including but not limited to: meeting notices, upcoming events/meetings, materials, and status reports.
 - iv. Finances/Accounting, as set forth in Section III.E. above.

IV. Disclaimer

Both parties hereto acknowledge that the County controls, manages, and oversees any and all activities, programs, projects, and improvements in the Park. The future implementation of any activity, program, project, or improvement identified in the Design Framework is in the sole discretion of the County.

This MOU has been agreed to this _____ day of _____, 2016.

Lake Roland Nature Council, Inc.

Guilford Garden Club, Inc.

By: _____

By: _____

Larry Zeafla, President

_____, President