MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE
NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS, INC. (NSPS)
AND THE
SOUTH DAKOTA SOCIETY OF PROFESSIONAL LAND SURVEYORS (SDSPLS)

ARTICLE I
PURPOSE

The purpose of the NSPS 100% State Affiliate Membership Program is to create an environment that will not only maintain but enhance our national influence by joining our memberships into a single unified organization that represents, as near as possible, 100% of the surveying profession.

A unified national organization would better serve the interests, objectives, and communication needs of its members, in helping to enhance the public image of the surveying profession. This stronger organization would also give its members a more powerful national voice in promoting and protecting our profession. This unity of purpose will also help to advance the sciences and the disciplines within the profession of surveying and mapping, encourage cooperation between the public and the private sectors, create an active public relations program and advance the protection of public welfare relative to surveying and mapping issues.

ARTICLE II
BACKGROUND

The NSPS Board of Governors and Board of Directors feel that the continued success and growth of our society and our profession requires a stronger relationship between the national and state societies. To that end, we desire to create a joint membership program that will attract state societies to join with NSPS to work together to enhance our profession while enjoying the benefits of membership.

Benefits of a unified national organization for NSPS would include:

STRONGER INFLUENCE in dealing with federal and state legislators, agencies, and administrators.

GREATER RECOGNITION when operating among other national and international professional organizations.

INCREASED EFFICIENCY in building on past, present, and future initiatives to strengthen the surveying profession.

Thus at the May 5, 2012 NSPS Annual meeting, a motion from members of the NSPS Board of Governors, to create and implement a 100% Affiliate Membership Program was presented and approved by both the NSPS Board of Governors and Board of Directors.

ARTICLE III
OBLIGATIONS AND RESPONSIBILITIES
OF THE SOUTH DAKOTA SOCIETY OF PROFESSIONAL LAND SURVEYORS

Furnish the NSPS, Inc. Secretary/Treasurer, at least sixty (60) days prior to the start of the SDSPLS membership year, a preliminary list of the names, or the number of its regular/licensed members whose legal residence is the in the state of South Dakota.
Within one hundred and twenty (120) days from the start of the SDSPLS membership year, SDSPLS shall provide NSPS a list of all regular/licensed members paid to date and the balance due for their NSPS membership fees ($40/member).

SDSPLS shall provide a representative(s) to serve on the NSPS Board of Governors and Board of Directors.

SDSPLS shall publish the MOU once each year in a State Association/Society publication, or on the SDSPLS website.

SDSPLS shall furnish NSPS, Inc. with the names and addresses of their officers, directors, and NSPS Governor after each election.

SDSPLS shall affirm the affiliation with NSPS, Inc. through the display of the NSPS, Inc. logo or other statements of affiliation on the State’s stationery, website and publications.

ARTICLE IV
ROLES AND RESPONSIBILITY OF NSPS

Provide leadership for the surveying & mapping community on a national level.

Provide a voice for the surveying & mapping community on a national level.

Provide a National Government Affairs Program and leadership on State and Regional Government Affairs issues.

Provide coordination and promotion of surveying & mapping curriculums on a national level.

Provide a liaison with other national and international geomatics and geospatial organizations.

Provide for the distribution of significant information of new technology and innovations that support the furtherance of surveying & mapping science.

Provide assistance to the affiliate in obtaining speakers and programs for conferences and workshops.

Coordinate licensing concerns of a national interest with the affiliates and provide review of the NCEES Model Law.

Promote the affiliates activities and programs through the NSPS Website and publications.

ARTICLE V
ISSUES OF MUTUAL UNDERSTANDING

NSPS and SDSPLS are two distinct and separate entities, that share a mutual interest in furthering the surveying & mapping profession.

NSPS will act as the clearinghouse and spokesperson for the Affiliates on national issues.

SDSPLS opts out for all of their members having their personal information shared by NSPS with third parties until otherwise noted.

NSPS is not responsible for the expenses associated with the attendance of the affiliate’s representative(s) to the NSPS Board of Governors and Board of Directors meetings.
SDSPLS has the right and is expected to send a representative to all meetings of the NSPS Board of Directors.

The SDSPLS Governor is expected to participate in the annual NSPS Lobby Day and schedule meetings with their Congressional delegation.

ARTICLE VI
COMPENSATION DETAILS

SDSPLS will remit to NSPS an annual fee of $40.00 for each Regular/Licensed Member whose legal residence is in the state of South Dakota.

All costs incurred by SDSPLS that are associated with collecting and disbursing the annual fee to NSPS shall be borne solely by the SDSPLS.

ARTICLE VII
MISCELLANEOUS DETAILS

SDSPLS Life members upon agreement between NSPS and SDSPLS may be omitted from the yearly Affiliate Regular/Licensed membership tally.

Individual Life members of SDSPLS, whose legal residence is in the state of South Dakota, are allowed to take part in the NSPS membership program on an optional basis at an annual fee of $40 (forty dollars) as an NSPS member. SDSPLS will supply NSPS a listing of the additional Life members.

ARTICLE VIII
TERMS OF THE AGREEMENT

This MOU Agreement will become effective upon the first day after the signing of this Agreement by the authorized officers of both parties.

This MOU Agreement shall remain in force until such time as either party ceases to exist as a legal entity within the state of their listed headquarters.

The agreement may be terminated by either party upon a two-thirds vote by their governing Board and the delivery of a written notice of termination to the other party’s listed headquarters within no less than ninety days prior to the commencement of a new membership year.

Upon receipt of a termination notice from either party, both parties will have a maximum of sixty days in which to complete all financial and legal obligations existing between them.

Should a dispute arise between the parties as to the terms of this agreement, and an amicable settlement cannot be reached by the two parties, both parties agree to submit the dispute to a dispute resolution procedure to be held within the state of the aggrieved party.
ARTICLE IX
EFFECTIVE DATE AND SIGNATURES

NOW BE IT RESOLVED that the National Society of Professional Surveyors, Inc., (NSPS, Inc.) and the South Dakota Society of Professional Land Surveyors (SDSPLS) have joined together with mutual understanding as to their obligations and responsibilities, that each party will adhere to the MOU Agreement to the best of their ability and herewith sign this MOU Agreement in good faith.

SIGNED FOR THE
NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS, INC.
ON

This 2nd day of August 2013

Attest: Secretary

President

JOHN PENN
Printed Name of Secretary

W. LAMAR EVERS
Printed Name of President

SIGNED FOR THE
SOUTH DAKOTA SOCIETY OF PROFESSIONAL LAND SURVEYORS
ON

This 26th day of July 2013

Attest: Secretary

President

Eric Howard
Printed Name of Secretary

Eric Meyer
Printed Name of President

REVISED 10-03-12
(SDSPLS 4-19-13)