



PROFESSIONAL LAND SURVEYORS OF WYOMING

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS, INC. (NSPS) AND THE PROFESSIONAL LAND SURVEYORS OF WYOMING (PLSW)

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 PROFESSIONAL LAND SURVEYORS OF WYOMING (PLSW)

Furnish the NSPS, Inc. Secretary/Treasurer, at least sixty (60) days prior to the start of the State's membership year, a preliminary list of the names, or the number of its regular/licensed members whose legal residence is Wyoming, along with a list of PLSW members who are not Wyoming residents as of the signing date of this document.

Within one hundred and twenty (120) days from the start of the State Affiliate's membership year, the Affiliate shall provide NSPS a list of all regular/licensed members paid to date and the balance due for their NSPS membership fees (\$40/member).

PLSW, after the first one hundred and twenty (120) days of the membership year, shall forward NSPS on a monthly basis the names and membership dues for all newly paid to date regular/licensed members.

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

PLSW will pay all of the expenses associated with the attendance of their Representative (s) to the NSPS Board of Governors and Board of Directors meetings.

PLSW will publish the MOU once each year in a State Association/Society publication.

PLSW will furnish NSPS, Inc. with the names and addresses of their officers, directors, and NSPS Governor/Director after each election.

PLSW will 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

To provide leadership for the surveying and mapping community on a national level.

To provide a voice for the surveying and mapping community on a national level.

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

To provide coordination and promotion of surveying and mapping curriculums on a national level.

To 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 and 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

The two parties are two distinct and separate entities, that share a mutual interest in furthering the surveying and mapping professions.

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

PLSW may opt out for all of their members having their personal information shared by NSPS with third parties by submitting a letter to the NSPS Secretary/Treasurer at the beginning of every membership year.

PLSW has the right and is expected to send a representative to all meetings of the Board of Directors.

PLSW is expected to participate in the annual NSPS Lobby Day and schedule meetings with their Congressional Delegation when attending.

ARTICLE VI
COMPENSATION DETAILS

PLSW will remit to NSPS an annual fee of \$40.00 for each dues-paying, resident Member, defined as a person duly licensed in the state of Wyoming to engage in the practice of land surveying. Non-resident Members, Honorary Members, Life Members, and Affiliates, including Associate and Special members, may voluntarily participate by adding said \$40 annual fee to their payment of PLSW dues. Affiliates, specifically Student members, may voluntarily participate by adding a \$10 annual fee to their payment of PLSW dues.

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

ARTICLE VII
MISCELLANEOUS DETAILS

PLSW will supply NSPS an additional listing of those members and affiliates who are voluntarily participating.

PLSW student members can qualify to be included in this program at the current NSPS student membership fee of membership fee of \$10 (ten dollars) starting with the 2014 membership year.

All newly licensed Land Surveyors with a Wyoming residence will be offered a membership at no cost in PLSW and NSPS for one full year. These newly licensed members will be included in the yearly PLSW membership tally.

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 Professional Land Surveyors of Wyoming (PLSW) 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
ON**

This 12th day of NOVEMBER 2013.



Attest: Secretary

John Fenn

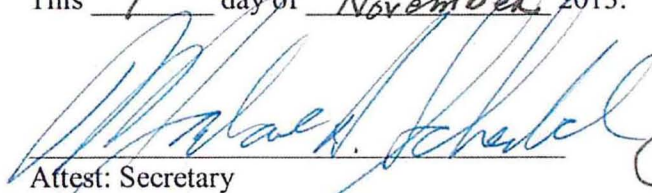


President

Lamar Evers

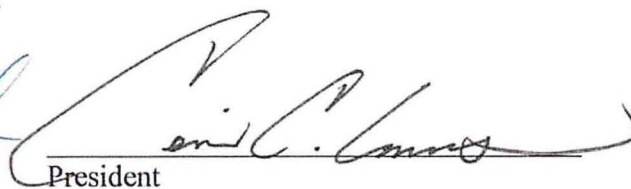
**FOR THE
PROFESSIONAL LAND SURVEYORS OF WYOMING
ON**

This 7 day of November 2013.



Attest: Secretary

Marlowe Scherbel



President

Cevin C. Imus