

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN THE  
NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS, INC. (NSPS)  
AND THE  
PROFESSIONAL LAND SURVEYORS OF COLORADO, Inc. (PLSC)**

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**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 STATE ASSOCIATION/SOCIETY**

Furnish the NSPS, Inc. Secretary/Treasurer, at least sixty (60) days prior to the start of the PLSC's membership year, a preliminary list of the names, or the number of its regular/licensed members whose legal residence is in Colorado represented by PLSC.

Within one hundred and twenty (120) days from the start of the PLSC's membership year, PLSC shall provide NSPS a list of all regular/licensed members paid plus a list of any other PLSC member type that paid NSPS dues to date and the balance due for their NSPS membership fees (\$40/member and \$10/student).

PLSC, 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 and any other PLSC member type that paid NSPS dues .

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

PLSC will publish the MOU once each year in a PLSC publication.

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

PLSC will affirm the affiliation with NSPS, Inc. through the display of the NSPS, Inc. logo or other statements of affiliation on the PLSC 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 PLSC 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 PLSC 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 & mapping profession.

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

PLSC 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.

NSPS is not responsible for the expenses associated with the attendance of the PLSC representative(s) to the NSPS Board of Governors and Board of Directors meetings.

PLSC has the right and is expected to send a representative to all meetings of the Board of Directors at least once per year or place a proxy vote.

PLSC will make every attempt to participate in the annual NSPS Lobby Day and schedule meetings with its Congressional delegation.

**ARTICLE VI  
COMPENSATION DETAILS**

PLSC will remit to NSPS an annual fee of \$40.00 for each current Regular/Licensed Voting Member whose legal residence is in the same state as that of the State Affiliate. Other current member types may participate (on an optional basis) in the 100% membership program through PLSC by paying the annual \$40 fee for NSPS.

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

**ARTICLE VII  
MISCELLANEOUS DETAILS**

Life and Retired State members upon agreement between NSPS and PLSC may be omitted from the yearly Affiliate Regular/Licensed membership tally. PLSC will offer the option to its other member types to become NSPS members at the current member rate of \$40/member and \$10/student. The affiliate will supply NSPS a listing of the additional members.

All newly licensed Land Surveyors with a Colorado residence will be offered a membership at no cost in PLSC and NSPS for one year. These newly licensed members will be included in the yearly PLSC membership tally and no dues will be paid to NSPS from PLSC for these 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.

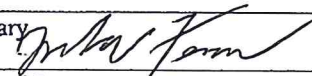

Should a dispute arise between the parties as to the terms of this agreement, and an amicable settlement cannot be reached by the two parties, both parties agree to submit the dispute to a dispute resolution procedure to be held within the state of the aggrieved party.

**ARTICLE IX  
EFFECTIVE DATE AND SIGNATURES**

**NOW BE IT RESOLVED** that the National Society of Professional Surveyors, Inc., (NSPS, Inc.) and the Professional Land Surveyors of Colorado, Inc. 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.

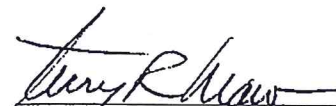

**SIGNED FOR THE  
NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS, INC.  
ON**

This 16th day of January 2015.

Attest: Secretary <u></u>	President <u></u>
Printed Name of Secretary <u>John Fenn</u>	Printed Name of President <u>PATRICK A. Smith</u>

**FOR THE  
PROFESSIONAL LAND SURVEYORS OF COLORADO**

This 16th day of January 2015.

Attest: Secretary <u></u>	President <u></u>
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Terry Maw  
Printed Name of Secretary

Roger D. Nelson  
Printed Name of President