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Memorandum of Understanding Mt. Agamenticus to the Sea Conservation Coalition
Adopted by the Mt. Agamenticus to the Sea Oversight Committee, August 2005

Source: [Mount A to the Sea Coalition](#)

1. PURPOSE

- 1.1. The Purpose of the Mt. Agamenticus to the Sea Conservation Coalition (hereinafter “MTA2C”) is to conserve a mosaic of critical threatened lands, waterways and working landscapes encompassing a six-town area in southern York County, Maine.

2. MTA2C FOCUS AREA

- 2.1. The MTA2C Focus Area (hereinafter “Focus Area”) is a 48,000-acre area extending from the Tatic Hills in Wells to Gerrish Island in Kittery Point, as depicted on Exhibit A.

3. PARTICIPANTS

- 3.1. MTA2C is composed of the following Participants:

- 3.1.1. Great Works Regional Land Trust, a Maine nonprofit corporation qualified as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (IRC), having a mailing address of P.O. Box 151, South Berwick, ME 03908; and;
- 3.1.2. Kittery Land Trust, a Maine nonprofit corporation qualified as exempt from federal income tax under Section 501(c)(3) of the IRC, having a mailing address of P.O. Box 467, Kittery, ME 03904; and
- 3.1.3. Maine Coast Heritage Trust, a Maine nonprofit corporation qualified as exempt from federal income tax under Section 501(c)(3) of the IRC, having a mailing address of 1 Main Street, Bowdoin Mill, Topsham, ME 04086; and
- 3.1.4. State of Maine, Department of Inland Fisheries and Wildlife, a governmental entity having a mailing address of 41 State House Station, Augusta, ME 04333-0041; and

- 3.1.5. The Maine Chapter of The Nature Conservancy, a Maine nonprofit corporation qualified as exempt from federal income tax under Section 501(c)(3) of the IRC, having a mailing address of Fort Andross, 14 Maine Street, Suite 401, Brunswick, Maine 04011; and
 - 3.1.6. The Trust for Public Land, a California nonprofit corporation qualified as exempt from federal income tax under Section 501(c)(3) of the IRC and authorized to carry on activities in the State of Maine, having a mailing address of Maine Field Office, 377 Fore Street, Portland, ME 04101; and
 - 3.1.7. United States Fish and Wildlife Service, Rachel Carson National Wildlife Refuge a federal governmental entity having a mailing address of 321 Port Road, Wells, ME 04090; and
 - 3.1.8. Wells National Estuarine Research Reserve a public-private partnership, having a mailing address of 342 Laudholm Farm Rd, Wells ME 04090;
 - 3.1.9. York Land Trust (hereinafter “YLT”), a Maine nonprofit corporation qualified as exempt from federal income tax under Section 501(c)(3) of the IRC and classified as a public charity under IRC Sections 509(a)(1) and 170(b)(1)(A)(vi), having a mailing address of P.O. Box 1241, York Harbor, ME 03911; and
 - 3.1.10. York Rivers Association, a Maine unincorporated association, having a mailing address of Post Office Box 1106, York Harbor, Maine 03911-1106.
- 3.2. A Participant may cease to participate in MTA2C upon notice to the Oversight Committee.
 - 3.3. Additional Participants may be admitted upon approval of the Oversight Committee.

4. COMMITTEES

- 4.1. General. MTA2C operates through the work of established committees. The initial committees and their respective responsibilities shall be as described in this Section 4.
- 4.2. The Campaign Committee has the following duties:
 - 4.2.1. Raise, collect and track all pledges and donations to MTA2C, including donations made to YLT or to any other Participant related to MTA2C transactions. Notwithstanding the foregoing, the Campaign Committee shall not be responsible for raising, collecting or tracking funds raised by Participants for their general operations needs such as staff, office space, and overhead.

- 4.2.2. Provide accurate and timely updates of pledges receivable to the Participants;
 - 4.2.3. Develop, submit for approval to YLT, and manage an annual Campaign expense budget;
 - 4.2.4. Provide periodic updates to Participants and to the Finance Committee of projected fundraising shortfalls below or surpluses over existing pledges; and
 - 4.2.5. Cultivate private landowners and donors, in coordination with the Lands Committees.
 - 4.2.6. Initiate a planning process to consider joint post-Campaign fundraising efforts to be undertaken after the completion of the Campaign on or about December 31, 2006.
- 4.3. The Finance Committee has the following duties:
- 4.3.1. Coordinate the outgoing and incoming cash flows to best advise the other committees and YLT on availability of funds for expenditures;
 - 4.3.2. Disseminate available and future expected cash flows to all other MTA2C committees and YLT via monthly financial statements and meeting minutes;
 - 4.3.3. Recommend to the Oversight Committee and YLT actions for prudent investment and management of MTA2C's financial assets;
 - 4.3.4. Research and advise the Oversight Committee and YLT on alternative financing mechanisms such as bridge financing, revolving loan funds, and lines of credit; and
 - 4.3.5. Initiate and manage the drafting of financial policies governing MTA2C and the Campaign.
- 4.4. There are three Land Protection Committees: the Mt. Agamenticus Protection Committee, the York River/York Pond/Eliot Protection Committee, and the Braveboat Harbor /Gerrish Island Protection Committee. Each Land Protection Committee has the following duties:
- 4.4.1. Identify and prioritize projects for conservation within each committee's geographic scope;
 - 4.4.2. Recommend to the Oversight Committee and to YLT a list of Priority Projects;

- 4.4.3. Communicate changes in projected cash needs to the Finance Committee as significant changes occur;
 - 4.4.4. Manage the real estate transactions, operating within budgets determined by (a) the cash resources available to each committee's geographic scope and (b) the list of approved Priority Projects for each committee's geographic scope;
 - 4.4.5. Cultivate resources for raising government funds needed to fund Priority Projects; and
 - 4.4.6. Cultivate private landowners and donors, in coordination with the Campaign Committee.
- 4.5. The Communications and Policy Committee has the following duties:
- 4.5.1. Identify and track Public Policy issues and sources of funding and make recommendations for action.
 - 4.5.2. Identify key decision-makers, elected officials and their staffs; cultivate good relations with them; raise their awareness of MTA2C and get them engaged in, and supportive of its mission.
 - 4.5.3. Work with local, state and federal legislators to secure funding for MTA2C land conservation efforts.
 - 4.5.4. Prepare press releases, media events and manage communications with the media to promote the work of MTA2C.
- 4.6. Oversight Committee
- 4.6.1. Each Participant has the right to be represented on the Oversight Committee.
 - 4.6.2. The Oversight Committee has the following duties:
 - 4.6.2.1. Review and approve the Campaign expense budget, the list of Priority Projects submitted by the Land Protection Committees, and the financial policies and financial management recommendations submitted by the Finance Committee;
 - 4.6.2.2. Review the monthly financial statements distributed by the Finance Committee; Manage all organizational matters of MTA2C, including without limitation committee structure, personnel matters, review of YLT's role as Fiscal Sponsor, and dissolution.

4.7. Voting. The committee members make their best efforts to make decisions by consensus. If consensus does not exist on a matter, a majority vote of those members of the committee actually present at a meeting will prevail, unless provided otherwise in this Coalition Agreement.

5. YORK LAND TRUST FISCAL SPONSORSHIP.

5.1. Fiscal Sponsor. YLT serves as the Fiscal Sponsor for MTA2C and as Fiscal Sponsor has the ultimate responsibility for the fiscal administration of MTA2C. Notwithstanding the foregoing, YLT shall not have any responsibility for the fiscal administration of funds or property that pass directly from donors, grantors or other funders to Participants and not through any financial account of YLT. Nothing in this Coalition Agreement shall constitute the naming of YLT as an agent or legal representative of MTA2C for any purpose except as specifically and to the extent set forth herein.

5.2. As Fiscal Sponsor, YLT, acting by and through its board of directors, shall have the following duties:

5.2.1. Maintain a restricted fund to receive donations of cash earmarked for support of MTA2C and to make disbursements; provided, however, that such disbursements have been included in the annual Campaign expense budget or in an approved Priority Project; and further provided, however, that YLT shall not have any responsibility for the administration of funds or property that pass directly from Grantors or other funders to Participants and not through any account of YLT;

5.2.2. Approve, as submitted or with modifications, the Campaign expense budget submitted by the Campaign Committee; provided, however, that YLT's grounds for modification must be related to YLT's obligations as Fiscal Sponsor;

5.2.3. Receive and record all cash, securities, and in-kind donations and receipts to the Campaign;

5.2.4. Approve, as submitted or with modifications, the list of Priority Projects submitted by the Land Protection Committees; provided, however, that YLT's grounds for modification must be related to YLT's obligations as Fiscal Sponsor;

5.2.5. Approve, as submitted or with modifications, the financial management recommendations and other proposed financial policies submitted by the Finance Committee; provided, however, that YLT's grounds for modification must be related to YLT's obligations as Fiscal Sponsor;

- 5.2.6. Review the monthly financial statements submitted by the Finance Committee;
 - 5.2.7. Administer an annual independent audit of MTA2C funds;
 - 5.2.8. Employ MTA2C staff and manage payroll and tax withholdings for MTA2C staff and contractors;
 - 5.2.9. Ensure that all MTA2C transactions are in furtherance of YLT's charitable purposes and in compliance with IRC Sections 501(c)(3) and 4958, and their accompanying regulations, as amended; provided, however, that, upon completion of a transaction, YLT shall have no ongoing responsibility with respect to the management and administration of property conveyed by that transaction to other Participants; and
 - 5.2.10. Administer a cost sharing arrangement between YLT and MTA2C for office space and office, administrative, and audit expenses that are shared by YLT and MTA2C.
- 5.3. YLT shall have the right, as Fiscal Sponsor, to establish and implement standards and practices for all MTA2C-funded transactions. Such standards may include, without limitation, title insurance, legal review, environmental (hazardous materials) inspections, and surveys.
- 5.4. YLT shall have the right, upon ninety (90) days advance written notice to all of the Participants, to terminate its role as Fiscal Sponsor.

6. LEGAL STATUS

- 6.1. This Coalition Agreement shall not be deemed to create any general relationship of agency, partnership, or joint venture among the parties hereto, and Participants shall make no such representation to anyone. It is understood that as long as YLT is acting as the Fiscal Sponsor, MTA2C shall exist as a program of YLT.

7. VOLUNTARY TERMINATION

- 7.1. MTA2C and this Coalition Agreement may be terminated by the Oversight Committee. The Oversight Committee shall wind up any outstanding affairs of MTA2C. This Agreement shall sunset on December 31, 2009, unless extended or modified by the MTA2C participants by a vote of the Oversight Committee.

8. LAND TRANSACTIONS WITHIN THE FOCUS AREA

- 8.1. The Participants agree to disclose in advance to the other Participants all proposed land transactions in the Focus Area involving that Participant.

9. AMENDMENT

9.1. This Coalition Agreement will be reviewed by the Oversight Committee at least once annually and may be amended by the Oversight Committee.

10. MISCELLANEOUS

10.1. This Coalition Agreement may be separately signed in counterpart originals.

11. IN WITNESS WHEREOF, the Participants and the Participant/Fiscal Sponsor, by their duly authorized representatives, have signed and sealed this Coalition Agreement as of the dates indicated below.

12. PARTICIPANTS SIGNATURES. . .

