

MEMORANDUM OF UNDERSTANDING FOR COOPERATION IN PROMOTION OF A SUSTAINABLE OUTDOOR VISITATION AND RECREATION MESSAGE IN MARIN, MENDOCINO, AND SONOMA COUNTIES

This Memorandum of Understanding (“MOU”) is entered into by

Leave No Trace (“LNT”)

and

MARIN, MENDOCINO, AND SONOMA COUNTIES (“Counties”)

A. PURPOSE

1. The purpose of this MOU is to express the desire of Marin, Mendocino, and Sonoma Counties (“the Counties”) and Leave No Trace (collectively, “the Parties”) to develop and expand a relationship to promote a consistent message of sustainable outdoor recreation and visitation, the reduction of trash, and a commitment to the enhanced stewardship of natural areas in the Counties for both residents and visitors. The Parties desire to work together to plan and implement mutually beneficial outreach programs, initiatives, and messages regarding the care and protection of natural resources, with a particular emphasis on coastal areas.
2. The relationship under this MOU serves the mutual interests of the Parties, including their interest in enhancing the shared goal of engaging residents and visitors in messages about responsible and sustainable outdoor recreation and visitation practices prior to arriving at a destination and during their visits to beaches, parks, and other protected areas. Research shows the ideal opportunity for influencing attitudes and behaviors around sustainable outdoor recreation and visitation practices occurs during the trip planning phase, which also serves as an optimal time for a county’s respective marketing groups, such as tourism departments or parks’ community engagement staff, to influence the decisions visitors and residents make when they enjoy outdoor spaces.
3. This MOU is a voluntary agreement to jointly implement a regional initiative based on the educational framework provided by Leave No Trace. Further, this MOU represents an agreement that the Counties will use the Leave No Trace Seven Principles as a platform for promotion of visitation practices in the enjoyment of natural areas, coastal communities, wildlife, and other natural resources.

B. DEFINITIONS:

1. “Agencies” means government (federal, state and/or local) land management entities.

2. *“Leave No Trace Seven Principles”* means Leave No Trace’s most well-known and established stewardship messaging that consists of seven principles that describe ways that individuals can minimize the impacts associated with outdoor recreation. Phrases and concepts like “Know Before You Go” and “Plan Ahead” and their use in a stewardship context are directly attributed to the “Leave No Trace Seven Principles.” The Leave No Trace Seven Principles are attached to this MOU as Exhibit A.

3. *“Natural Resources”* means the Counties’ land areas, coastal regions, and bodies of water where outdoor recreation occurs, or could occur.

4. *“Outdoor Industry”* means a complex and hybrid market space consisting of educators, outfitters, retailers, and manufactures and the large array of services and products they provide to residents and travelers who utilize for recreation or leisure on the Counties’ natural resources. This market space includes, but is not limited to, the following segments: guiding and outfitting, lodging, camping, apparel, gear, fitness products, sporting goods, footwear, and eyewear.

5. *“Sustainable Tourism”* means travel practices, including education, aimed at preventing harm to the environment or adversely affecting natural resources, specifically by visitors, travelers, and outdoor enthusiasts, thereby supporting long-term ecological balance.

6. *“Tourism”* means the activities of persons traveling to and staying in places outside their usual environment for recreation, leisure, business, and other purposes.

C. THE PARTIES

1. Leave No Trace

Leave No Trace is a Colorado-based, national 501(c)(3), nonprofit organization dedicated to protecting natural resources and the environment by teaching people to enjoy it responsibly. Leave No Trace has delivered educational programs in the United States and internationally since 1994, working to educate, build partnerships and relationships, conduct research on best practices, and empower volunteerism. Leave No Trace provides a foundation to build a nationwide outdoor ethic of critical importance — for now and for the future.

2. County of Marin (also referred to herein as “Marin County”) is a political subdivision of the State of California

3. County of Mendocino (also referred to herein as “Mendocino County”) is a political subdivision of the State of California

4. County of Sonoma (also referred to herein as “Sonoma County”) is a political subdivision of the State of California

The three California Counties in this agreement share a longstanding dedication to the protection and preservation of natural resources, including some of the nation's most spectacular and cherished coastal properties. Their tourism, parks, and recreation departments are staffed by professionals with experience in the management and oversight of recreation and conservation.

D. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

1. The Parties have common interests, including promoting sustainable outdoor recreation and visitation messages and programs using the Leave No Trace program to inspire visitors and residents to care for and act as stewards of natural areas.
2. The Parties agree that residents and visitors can play an active role in protecting coastlines, rivers, multi-use trails, park spaces, and adjacent wilderness areas.
3. Leave No Trace contributes to the protection of natural resources by:
 - a. Educating the public about responsible enjoyment of natural lands;
 - b. Serving as the national leader for outdoor ethics and sustainable recreation practices on public lands;
 - c. Collaborating with the municipal governments, the outdoor industry, and other partners to promote responsible recreation messaging and programs; and
 - d. Collaborating with federal, state, and county agencies to assist in their management and protection of public lands through Leave No Trace education programs
4. This MOU is a statement of the Parties' intent to create a shared voice to educate and inspire outdoor enthusiasts to protect and support coastal areas and other natural resources by engaging with Leave No Trace's educational program.

E. DUTIES OF EACH PARTY

1. *Leave No Trace* agrees to:

- a. Appoint a designated representative to act as a liaison with the Counties and their staffs in tourism, parks, recreation, and other areas.
- b. Work with the Counties to identify and develop initiatives to address threats to natural resources that can be resolved in part by the participation of the visitors and residents, the tourism industry, land managers, and other partners.
- c. Work with the Counties and their various partners (including but not limited to non-profit organizations, lodging providers, campgrounds, restaurants, outfitters, guides,

and aligned California state agencies, etc.) as well as relevant land managers to promote responsible outdoor recreation with use of the Seven Principles.

d. Include the Counties and their associate parks among listings of strategic partners on Leave No Trace's website and other channels.

e. Share news of collaboration with the Counties, as appropriate in newsletters, social channels, press releases, and other communications.

f. Connect the Counties, as Leave No Trace deems appropriate, with other strategic partners of Leave No Trace to achieve mutual aims as described in this MOU.

2. The Counties agree to:

a. Appoint designated representatives to act as liaisons with Leave No Trace.

b. Work with Leave No Trace to identify and develop initiatives to address threats to coastal areas and other natural resources that can be resolved in part by the participation of visitors, residents, the tourism industry, land managers, and other partners.

c. Negotiate and consider subsequent agreements among the Parties to promote initiatives developed pursuant to paragraph 2.b., above, through reasonably available communications channels and working with other community partners.

F. IT IS MUTUALLY AGREED BY THE PARTIES THAT:

1. The Parties will coordinate mutually beneficial activities pursuing the objectives of this MOU.

2. This MOU does not restrict the Parties from participating in similar activities with other public or private agencies, non-profit and for-profit organizations, and individuals.

3. Modifications to this MOU shall be made by mutual written consent of the Parties, signed, and dated by each Party's acting designated representative under this MOU, prior to any changes being implemented.

4. This MOU is executed as of the date of the last signature. This MOU may be terminated by any Party upon written notice to the other Party and shall become effective sixty (60) days after receipt of such written notice.

IN WITNESS WHEREOF, the Parties hereby understand and agree to all terms and conditions of this MOU and have caused this MOU to be executed by their duly authorized representatives, on the date and year first above written.

County of Marin

Signature _____
Title _____
Date _____

County of Mendocino

Signature _____
Title _____
Date _____

County of Sonoma

Signature _____
Title _____
Date _____

Leave No Trace

Signature _____
Title _____
Date _____