

***WILLAMETTE VALLEY
NATIVE PLANT MATERIALS PARTNERSHIP***

MEMORANDUM OF UNDERSTANDING

Among

Benton County Natural Areas and Parks; Benton Soil & Water Conservation District; Cascade Pacific Resource Conservation & Development; City of Corvallis Parks and Open Spaces; City of Eugene Parks and Open Spaces; Confederated Tribes of Grand Ronde; Friends of Buford Park & Mt Pisgah; Greenbelt Land Trust; Heritage Seedlings, Inc.; Institute for Applied Ecology; Kenagy Family Farm, Inc.; Long Tom Watershed Council; Marys River Watershed Council; McKenzie River Trust; Metro; Natural Resources Conservation Service; Oregon Department of Fish & Wildlife; Oregon Department of Transportation; Oregon Parks and Recreation Department; Oregon Seed Certification Service; Oregon Wholesale Seed Co.; Pacific Northwest Natives; Polk Soil and Water Conservation District; The Nature Conservancy, Oregon Chapter; Trillium Gardens; United States Army Corps of Engineers, Portland District, Willamette Valley Project; United States Fish and Wildlife Service, Finley National Wildlife Refuge; United States Fish and Wildlife Service, Baskett Slough National Wildlife Refuge; and Willamette Habitat Restoration.

A. INTRODUCTION:

The Willamette Valley has a variety of habitats that comprise a unique community of native plant species and ecosystem functions, and a high percentage of these habitats have been converted to agricultural, industrial, and residential uses. Habitat loss from agricultural, industrial, and residential uses has resulted in substantial fragmentation and isolation of those remnants that are left. A highly diverse group of public and private organizations are striving to use locally native plant materials in their restoration, revegetation, and mitigation projects in order to protect remaining native ecosystems and restore converted and degraded sites to a more natural and functional state. The cost and/or availability of native plant materials often limits individual restoration and maintenance capacity, and organizations often buy seed and other plant materials on the open market as individual entities. Organizations must often choose between buying larger quantities of a few less expensive common species and smaller quantities of more expensive diversity species that are harder to grow or have a smaller market niche. Furthermore, producers of native plant materials are reluctant to grow larger quantities of most species without some assurance that there will be a sufficient market in place. The Willamette Valley Native Plant Materials Partnership was formed in 2012 with the goals of pooling resources and coordinating production efforts to improve native plant material availability and costs for the entire Willamette Valley ecoregion.

B. PURPOSE:

The purpose of this Memorandum of Understanding (MOU) is to cooperatively develop native plant materials production on a larger scale than each party is capable of supporting on its own, thereby increasing the amount, diversity, and predictability of species available while minimizing cost.

C. MUTUAL BENEFIT:

All parties to the MOU agree that it is to their mutual interest and benefit to work cooperatively in coordinating production efforts to improve plant material availability and costs across jurisdictional and ownership boundaries within the Willamette Valley Ecoregion. All parties also agree it is to their mutual benefit to work cooperatively to educate, train, and share technology and information with agency and general public personnel about native plant materials, and to work cooperatively to make the best use of available resources to increase the use of genetically appropriate native plant materials within the Willamette Valley.

D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. This MOU serves to establish the Willamette Valley Native Plant Materials Partnership (WVNPMP or Partnership) which serves the geographic area of the Willamette Valley Ecoregion, defined by the Environmental Protection Agency (EPA) as a Level III ecoregion encompassing an area of 5,308 square miles, including the Willamette Valley and adjacent foothills in Oregon (and not including a small portion of the ecoregion that extends into the Vancouver Basin of southern Washington). In time the WVNPMP may expand to include habitats adjacent to the ecoregion, if approved by current members of the partnership.
 - a. Each party will appoint at least one representative to participate in the WVNPMP. This group will meet twice a year to review progress, adopt committee recommendations, and identify and adjust future Partnership activities, funding needs, and opportunities.
 - b. The WVNPMP will establish a permanent Steering Committee, which members shall be volunteers from among partners. This group will meet at least twice per year to identify funding needs and strategies, and to review progress and next steps.
 - c. The parties to this MOU will cooperatively prepare a 5-year Strategic Plan to describe the goals, objectives and strategies of the WVNPMP. The Strategic Plan will also outline the structure and functioning of the Partnership and provide any other needed background information. Absent any separate agreement among one or more parties, each party is solely responsible for its own costs and participation in this joint planning effort.
2. Modifications within the scope of this MOU will be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
 - a. New parties may be added to the MOU by adding the signature of the representative of new members to the document. It is the intent that the Partnership remain open and inclusive of all organizations and individuals who wish to work cooperatively on meeting native plant materials needs within the Willamette Valley.
 - b. Any party, in writing, may terminate their participation in this MOU in whole, or in part, at any time before the date of expiration.

3. This instrument in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.
4. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement, contribution of resources, or transfer of anything of value between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract of agreement for training or other services must fully comply with all applicable requirements for competition.
5. No legal binding agreement is hereby formed or intended. No Federal Advisory Committee is hereby formed or intended. Each party is solely responsible for making its own decisions independently, and no party hereto is an agent for any other party under this agreement. All binding agreements will be by separate agreement in accordance with the laws and regulations governing each individual party.
6. This agreement is subject to all applicable laws, and each party agrees to be individually responsible for full legal compliance with laws and regulations applicable to each party.
7. Any information furnished to Federal Agencies under this Agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
8. This instrument is executed as of the last date shown below and expires no later than December 31, 2017 at which time it is subject to review and renewal or expiration.

E. AUTHORITY:

1. No party is delegating to any other party any decision-making authority. Each party will still be responsible for making decisions concerning land or resources within its jurisdiction. By working cooperatively, including sharing information and technical expertise, any actions taken by an individual party may leverage the efforts of other partners and increase the total benefit to all parties. Agency decisions will be subject to applicable laws, regulations, and public processes.
2. The following is a listing of authorities that are applicable to this MOU: the Omnibus Consolidated Appropriations Act of 1997, Wyden Amendment (Public Law 104-208, Section 124, as amended, Public Law 105-277, Section 136); the Endangered Species Act of 1973, as amended (16 U.S.C. et. seq.); the Fish and Wildlife Conservation and Water Resource Developments Coordination Act (PL 85-624); Oregon Revised Statute 541.388 which defines watershed councils; the Watershed Restoration and Enhancement Agreement Authority of FY 1999 and Beyond, Section 323 (a); Flood Control Acts of 1938, 1946, and 1950; Department of Defense Instruction 4000.19, Aug. 1995; and other applicable laws.
3. By the authority granted in Oregon Revised Statute (ORS) 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state

agencies for the performance of any or all functions and activities that a Party to the agreement, its officers, or agents have the authority to perform.

F. ROLES & RESPONSIBILITIES:

Partner	Role
<i>RESTORATION PRACTITIONERS</i>	
Benton County	Allow for collection on BC managed lands on a case by case basis and permitted as necessary. Utilize WVNPMP resources and serve in an advisory capacity.
Benton Soil & Water Conservation District	Promote and utilize WVNPMP resources and serve in an advisory capacity.
Cascade Pacific Resource Conservation & Development	Promote and utilize WVNPMP resources and serve in an advisory capacity.
City of Eugene	Allow for collection on City and West Eugene Wetlands managed lands on a case by case basis and permitted as necessary. Utilize WVNPMP resources and serve in an advisory capacity.
City of Corvallis	Allow for collection on City managed lands on a case by case basis and permitted as necessary. Utilize WVNPMP resources and serve in an advisory capacity.
Confederated Tribes of the Grand Ronde	Promote and utilize WVNPMP resources and serve in an advisory capacity.
Friends of Buford Park and Mt Pisgah	Allow for collection on FBP managed lands on a case by case basis and permitted as necessary. Utilize WVNPMP resources and serve in an advisory capacity.
Greenbelt Land Trust	Allow for collection on GLT managed lands on a case by case basis and permitted as necessary. Promote and utilize WVNPMP resources and serve in an advisory capacity.
Institute for Applied Ecology	Provide leadership, coordination, administrative services for the WVNPMP. Promote and utilize WVNPMP resources.
Long Tom Watershed Council	Promote and utilize WVNPMP resources and serve in an advisory capacity.
Marys River Watershed Council	Promote and utilize WVNPMP resources and serve in an advisory capacity.
McKenzie River Trust	Promote and utilize WVNPMP resources and serve in an advisory capacity.
Metro	Allow for collection on Metro managed lands on a case by case basis and permitted as necessary. Promote and utilize WVNPMP resources and serve in an advisory capacity.
Natural Resources Conservation Service	Promote and utilize WVNPMP resources and serve in an advisory capacity.
Oregon Department of Fish & Wildlife	Allow for collection on ODFW managed lands on a case by case basis and permitted as necessary. Utilize WVNPMP resources and serve in an advisory capacity.
Oregon Department of Transportation	Allow for collection on ODOT managed lands on a case by case basis and permitted as necessary. Utilize WVNPMP resources and serve in an advisory capacity.

Partner	Role
Oregon Parks and Recreation Department	Allow for collection on OPRD managed lands on a case by case basis and permitted as necessary. Promote and utilize WVNPMP resources and serve in an advisory capacity.
Oregon Seed Certification	Promote and utilize WVNPMP resources and serve in an advisory capacity.
The Nature Conservancy, Oregon Chapter	Allow for collection on TNC managed lands on a case by case basis and permitted as necessary. Promote and utilize WVNPMP resources and serve in an advisory capacity.
US Army Corps of Engineers, Portland District, Willamette Project	Allow for collection on USACE managed lands on a case by case basis and permitted as necessary. Utilize WVNPMP resources and serve in an advisory capacity.
US Fish & Wildlife Service	Allow for collection on USFWS managed lands on a case by case basis and permitted as necessary. Utilize WVNPMP resources and serve in an advisory capacity.
Willamette Habitat Restoration	Promote and utilize WVNPMP resources and serve in an advisory capacity.
<i>PRODUCERS</i>	
Heritage Seedlings, Inc.	Promote WVNPMP resources and serve in an advisory capacity.
Kenagy Family Farms, Inc.	Promote WVNPMP resources and serve in an advisory capacity.
Pacific Northwest Natives	Promote WVNPMP resources and serve in an advisory capacity.
Oregon Wholesale Seed Co.	Promote WVNPMP resources and serve in an advisory capacity.
Trillium Nursery	Promote WVNPMP resources and serve in an advisory capacity.

G. MOU PARTY REPRESENTATIVE(S) IS/ARE:
(Primary Contact Information)

Name: _____

Title: _____

Organization: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

H. SIGNATURES:

This MOU may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement for all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this MOU so executed shall constitute an original.

The parties, by execution of this MOU, hereby acknowledge that their signing representatives have read this MOU, understand it, and agree to support the goals of this Partnership.

***WILLAMETTE VALLEY
NATIVE PLANT MATERIALS PARTNERSHIP***

MEMORANDUM OF UNDERSTANDING

Signature Page

IN WITNESS of the above named MOU _____
(Name of Organization)

hereby agrees to join with other signatories to this MOU to execute this agreement.

Signature _____

Name _____

Title _____

Date _____