



Memorandum of
Understanding

Umpqua Native
Plant Partnership

Prepared by Morgan Fay, Tuula Rebhahn & Kathryn Prive
February 2023

*Goal: To grow a robust native
plant materials economy
in tandem with
promoting the ecological
restoration of diverse
ecosystems in the
Umpqua Basin*



**UMPQUA NATIVE PLANT PARTNERSHIP
MEMORANDUM OF UNDERSTANDING**

Table of Contents

Table Of Contents	1
Preamble	2
Background	2
Among	3
A. Introduction:	4
B. Purpose:	4
C. Mutual Benefit:	4
D. It Is Mutually Agreed And Understood By All Parties	5
E. Authority:	6
F. Roles & Responsibilities:	7
G. Signatures:	8
Signature Page	9
Appendix - Participant Contact Information	10

UMPQUA NATIVE PLANT PARTNERSHIP

MEMORANDUM OF UNDERSTANDING

Preamble

BACKGROUND

For many years in the Umpqua Basin, land managers, and restoration practitioners have struggled to consistently source genetically appropriate and diverse native plant materials for their projects. In an attempt to begin solving this problem, the Partners for Fish and Wildlife Program provided funding to The Understory Initiative (TUI); a 501 (c)3 nonprofit operating in the Rogue Basin in late 2020 to develop a “partnership template” based on the successes of the Rogue Native Plant Partnership. This template would then be adapted to the specific plant material needs in the Umpqua Basin and used to guide the development of the Umpqua Native Plant Partnership (UNPP). Under the leadership of TUI, the UNPP was formed in the spring of 2021 and quickly grew to include 34 individuals from 17 public and private agencies and organizations, all involved in native plant materials development or restoration work. Since spring 2021, regular meetings among these UNPP members have been held to facilitate collaboration and to understand shared needs and goals in the region.

In the spring of 2022, the UNPP sought out a fiscal sponsor with a non-profit status that could form new Cooperative Agreements with agency funding partners to secure future coordination dollars for the fledgling partnership. After meeting with core partnership members and encouraging local non-profits to step into this role, it was determined that TUI was best positioned to serve as a fiscal sponsor, providing administrative support with experience in partnership coordination, and ecological expertise. Over the next few months, TUI developed proposed Cooperative Agreements to fund the coordination of the UNPP with the US Forest Service, US Fish & Wildlife Service, and Bureau of Land Management. Meanwhile, an internal search among the UNPP member organizations was conducted to identify a part-time Partnership Coordinator to work remotely with TUI. In the early summer of 2022, the Umpqua-based UNPP Partnership Coordinator was hired. Financial support from the US Fish & Wildlife Service and the US Forest Service was awarded shortly after to support the position. As of the drafting of this Memorandum of Understanding (MOU), the Bureau of Land Management is currently making a final determination on whether to fund a three-year agreement for UNPP coordination beginning in 2023.

Collectively, the UNPP members seek to further develop the UNPP by establishing a Steering Committee that includes local specialists and botanists, creating an MOU to formalize shared goals and commitments, and initiating a Strategic Planning process to define goals for the next five years of the Partnership. The UNPP Coordinator will continue to facilitate regular stewardship meetings, organize seed collection and cleaning, manage cooperative agreements, and develop outreach materials including the UNPP website. These activities support the core mission of improving access to and developing native plant materials for the Umpqua Basin.

With gratitude and appreciation,

Morgan Fay

Umpqua Native Plant Partnership - Partnership Coordinator

____/____/____
Signature Date

UMPQUA NATIVE PLANT PARTNERSHIP

MEMORANDUM OF UNDERSTANDING

Among

Ben More Mountain Nursery, LLC

Bunyard's Barnyard

Douglas Small Woodlands Association

Elder Oaks Farm & Nursery

Friends of Ford's Pond

Gravens Gardens

Phoenix School - Oregon Youth Corps

The Understory Initiative

City of Drain

Douglas County SWCD

Umpqua National Forest

Umpqua Watersheds, Inc.

U.S. Fish & Wildlife Service

Steven Edmonds

Yew Creek Land Alliance, Inc.

Umpqua SWCD

Veterans Pollinator Garden Roseburg VAMC

A. INTRODUCTION:

The Umpqua Basin contains a variety of habitats, native plant communities, and ecosystem functions, many of which are in need of restoration due to the impacts of extractive land use, development, agricultural conversion, invasive non-native species, and fire suppression. Despite the growing recognition of the need for ecological restoration and the need for native plant materials, the barriers to increasing the local production of native plant species are numerous. The planning and coordination required to successfully source and produce appropriate native plant materials are complex and time-consuming. Native plant production presents unique challenges to growers. The grow-out phase often requires a multi-year commitment from growers and a willingness to experiment with propagation protocols for new species. This can be problematic because many agencies see year-to-year fluctuations in their budgets and severe fire and flooding events make multi-year planning difficult. These challenges often make it difficult for growers to develop a stable business strategy and may also deter new farms from expanding into the native plant production arena.

Since 2021, the UNPP's diverse group of agencies, private growers, and other individuals and organizations in the Umpqua Basin have been working together to better meet the growing need for native plant materials in the region. The UNPP aims to simplify the native plant procurement process for its partner organizations by coordinating native plant material inventories, seed collection efforts, and grower contracting to increase grass and forb seed, plugs, bare-root and container stock availability.

B. PURPOSE:

The purpose of this Memorandum of Understanding (MOU) is to formalize the cooperative effort among the Umpqua Native Plant Partnership's member organizations and meet the following goals:

1. Facilitate a sustainable and reliable supply of native plant materials to federal and state agencies as well as local non-governmental organizations and the public
2. Streamline the native plant materials procurement process by centralizing seed collection efforts and seed production contracting among partner organizations
3. Increase diversity and genetic appropriateness of locally available native plant materials
4. Provide technical and financial support to local native plant producers

C. MUTUAL BENEFIT:

All parties to the MOU agree that it is in their mutual interest and benefit to work cooperatively in coordinating efforts to improve plant material availability and lower costs across jurisdictional and ownership boundaries within the Umpqua Basin. 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 Umpqua Basin. 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.

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

1. This MOU formally establishes the Umpqua Native Plant Partnership (UNPP or Partnership) which serves the geographic area of the Umpqua Basin, defined as all lands draining to the Umpqua River. In time, the UNPP may expand to include habitats adjacent to this region, if approved by current members of the partnership.
2. Each party will appoint at least one representative to participate in the UNPP. This group will meet twice a year to review progress, adopt steering committee recommendations, and identify and adjust future Partnership activities, funding needs, and opportunities.
3. The UNPP will establish a permanent Steering Committee, whose members shall be volunteers from among the partners. This group will meet at least three times per year to identify funding needs and strategies and to review progress and next steps. Members of the Steering Committee will select a Chair or Co-Chairs at the first meeting of each calendar year. The Steering Committee may adopt rules for the selection process.
4. The parties to this MOU will cooperatively prepare a 5-year Strategic Plan to describe the goals, objectives, and strategies of the UNPP. The Strategic Plan will also outline the structure and functioning of the Partnership and provide any other needed background information. As deemed necessary by the Steering Committee, the UNPP shall engage in other cooperative planning efforts. Absent any separate agreement among one or more parties, each party is solely responsible for its costs and participation in any cooperative planning effort.
5. Modifications 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, before any changes are implemented.
6. New parties may be added to the MOU by adding the signature of the individual or an organizational representative. Signatories of this MOU intend the Partnership to remain open and inclusive of all organizations and individuals who wish to work cooperatively on meeting native plant materials needs within the Umpqua Basin.
7. Any party may terminate their participation in this MOU at any time before the date of expiration by emailing the notice to the UNPP Partnership Coordinator or to the Chair or any Co-Chair of the Steering Committee.
8. This MOU in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.
9. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement, the contribution of resources, or the transfer of anything of value between the parties to this MOU 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 awards to the cooperator or contractor of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable competitive bidding requirements.

10. No legally binding agreement is hereby formed or intended. This MOU creates no legally enforceable rights, expectations, benefits, duties, or responsibilities. 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. Any binding agreement among two or more signatories to this MOU will be by separate agreement between those parties in accordance with the laws and regulations governing each individual party.
11. Any information furnished to Federal Agencies under this MOU is subject to the Freedom of Information Act (5 U.S.C. 552).
12. This MOU is executed as of the last date shown below and expires no later than 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.
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); 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; the Endangered Species Act of 1973 (16 U.S.C. §§ 1531-1544); the Fish and Wildlife Act of 1956 (16 U.S.C. 742 et seq.; the Fish and Wildlife Conservation Act of 1980 (16 U.S.C. 2901-2911); the Fish and Wildlife Coordination Act (16 U.S.C. 661-667); the Partners for Fish and Wildlife Act of 2006 {16 USC 3771; the Department of Interior and Related Agencies Appropriation Act of 1992, Pub. L. 102-154.
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:

ORGANIZATION	ROLE
City, State, & Federal Agencies	
US Fish and Wildlife Service	Promote and utilize UNPP resources and serve in an advisory capacity. Participate in volunteer events and activities. Native plant material development, production, or research of priority species.
USDA Forest Service	Allow for seed/plant collection case-by-case and permitted as necessary on lands managed by the USDA Forest Service. Promote and utilize UNPP resources and serve in an advisory capacity.
Veterans Pollinator Garden Roseburg VAMC	
City of Drain	
Tribal Organizations	
Educational Institutions	
Phoenix School - Oregon Youth Corps	Host UNPP events case-by-case and permitted as necessary. Provide education and workforce training opportunities related to ecological restoration.
Non-Profit Organizations	
The Understory Initiative	Promote and utilize UNPP resources and serve in an advisory capacity. Participate in volunteer events and activities. Native plant material development, production, or research of priority species.
Douglas County SWCD	
Douglas Small Woodlands Association	Allow for seed/plant collection case-by-case and permitted as necessary on lands you manage. Promote and utilize UNPP resources and serve in an advisory capacity. Participate in volunteer events.
Umpqua Watersheds, Inc.	Promote and utilize UNPP resources and serve in an advisory capacity. Participate in volunteer events and activities.
Yew Creek Land Alliance, Inc.	Allow for seed/plant collection case-by-case and permitted as necessary. Promote and utilize UNPP resources. Host UNPP events case-by-case. Participate in volunteer events and activities.
Friends of Ford's Pond	Participate in volunteer events and activities. Enhance riparian and oak savanna habitats with native plantings.
Private Organizations and Landowners	
Ben More Mountain Nursery, LLC	Allow for seed/plant collection case-by-case and permitted as necessary. Promote and utilize UNPP resources. Host UNPP events case-by-case. Participate in volunteer events.
Bunyard's Barnyard	Native plant material development, production, or research of priority species.

Elder Oaks Farm & Nursery	Allow for seed/plant collection case-by-case and permitted as necessary. Promote and utilize UNPP resources and serve in an advisory capacity. Host UNPP events case-by-case.
Gravens Gardens	Native plant material development, production, or research of priority species
Steven Edmonds	

G. 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.

**UMPQUA NATIVE PLANT PARTNERSHIP
MEMORANDUM OF UNDERSTANDING**

Signature Page

IN WITNESS of the above-named MOU,

(Name of Organization)

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

Signature _____

Name _____

Title _____

Date _____

MOU PARTY REPRESENTATIVE(S) IS/ARE:

(Primary Contact Information)

Name: _____

Title: _____

Organization: _____

Address: _____

Phone: _____

Email: _____

Include primary contact info in UNPP's public directory? Y___ N___

UMPQUA NATIVE PLANT PARTNERSHIP

MEMORANDUM OF UNDERSTANDING

Appendix - Participant Contact Information

Name	Contact Info	Organization	Category
Kristen Whitbeck	kristen.whitbeck@usda.gov	Umpqua National Forest	Federal Agency
CalLee Davenport	callee_davenport@fws.gov	U.S. Fish & Wildlife Service	Federal Agency
Owner Operator	gravensgardens@gmail.com	Gravens Gardens	For-Profit Business/Private Landowner
Karen Roberson	info@benmoremountainnursery.com	Ben More Mountain Nursery, LLC	For-Profit Business/Private Landowner
Stephanie Bunyard	honeybsgarden@gmail.com	Bunyard's Barnyard	For-Profit Business/Private Landowner
Rhonda Black	rhonda@umpquasoilandwater.com	Umpqua Soil & Water Conservation District	Local Government - Special District
Tami Jo Braz	douglaschapteroswa@gmail.com	Douglas Small Woodlands Association	Non-Profit Organization
Tami Jo Braz	bntjbraz@gmail.com	Douglas Small Woodlands Association	Non-Profit Organization
Ken Carloni	ken@umpquawatersheds.org	Umpqua Watersheds, Inc.	Non-Profit Organization
Ken Carloni	ken.carloni@gmail.com	Yew Creek Land Alliance, Inc.	Non-Profit Organization
Kathryn Prive	kathryn@understoryinitiative.org	The Understory Initiative	Non-Profit Organization
James M. Houseman	jhousemanfofp@gmail.com	Friends of Ford's Pond	Non-Profit Organization
Eric Stauder	youthcorps@roseburgphoenix.com	Phoenix School - Oregon Youth Corps	Non-Profit/Educational Institution
Eric Stauder	elderoaksnursery@gmail.com	Elder Oaks Farm & Nursery	Private Landowner/Individual
Steven Edmonds	edmonds.steven@yahoo.com	Volunteer	Private Landowner/Individual