

**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**MCKENZIE WATERSHED COUNCIL (MWC)**  
**And The**  
**EUGENE WATER & ELECTRIC BOARD (EWEB)**  
**And The**  
**U.S. FOREST SERVICE, WILLAMETTE NATIONAL FOREST (WNF)**  
**And The**  
**MCKENZIE RIVER TRUST (MRT)**  
**And**  
**WEYERHAEUSER COMPANY (WC)**  
**And The**  
**OREGON DEPARTMENT OF FISH AND WILDLIFE (ODFW)**  
**And The**  
**UPPER WILLAMETTE SOIL AND WATER CONSERVATION DISTRICT (UWSWCD)**  
**And The**  
**BUREAU OF LAND MANAGEMENT, EUGENE DISTRICT (BLM)**  
**And The**  
**CASCADE PACIFIC RESOURCE CONSERVATION AND DEVELOPMENT (CPRCD)**  
**And The**  
**GEOS INSTITUTE (GI)**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the above mentioned parties, hereinafter referred to collectively as “McKenzie Collaborative” and individually as MWC, EWEB, WNF, MRT, WC, ODFW, UWSWCD, BLM, CPRCD and GI, representing the McKenzie Watershed Council, the Eugene Water & Electric Board, the Willamette National Forest, the McKenzie River Trust, Weyerhaeuser Company, Oregon Department of Fish and Wildlife, Upper Willamette Soil and Water Conservation District, Eugene District of the Bureau of Land Management, Cascade Pacific Resource Conservation and Development and Geos Institute, respectively.

Title: McKenzie Collaborative Memorandum of Understanding

**I. PURPOSE:**

The purpose of this MOU is to document the cooperation between the parties of the McKenzie Collaborative to guide actions conducted within the McKenzie River Watershed for the protection and enhancement of native fish, water quality and the support of local communities in the watershed, in accordance with the following provisions.

**II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The parties of the McKenzie Collaborative all have a desire to work cooperatively for the benefit of native fish, water quality and community sustainability. The parties agree to work together on implementation of all or some of the following activities that represent mutual interest and benefit:

1. *Watershed Restoration* - Active restoration to improve native fish habitat, water quality and community sustainability. On-the-ground projects would include but are not limited to:
  - a. Road stream crossing upgrades to improve fish passage and water quality,
  - b. incorporation of large woody material or boulders into streams for the improvement of fish habitat,
  - c. invasive weed treatments,
  - d. floodplain reconnection,
  - e. riparian restoration including planting or thinning of overstocked forest,
  - f. upgrades or replacement of septic systems near streams, and
  - g. watershed monitoring for water quality and fish population health.

Methods and procedures will vary by ownership, but the overall goal of watershed improvement and community sustainability is agreed upon by all parties.

2. *Watershed Protection* – Federal management plans and the Oregon Forest Practices Act provide a base level of protection for riparian resources on both federal and private lands. Additional efforts to assure long-term protection of native fish, water quality and community sustainability include but are not limited to:
  - a. Voluntary Incentives Program (Lead Entity, EWEB) – this program seeks to provide incentives to private landowners to protect intact healthy riparian areas and/or restore degraded riparian areas within the active floodplain.
  - b. Healthy Farms Clean Water Program (Lead Entity, EWEB) – to date this program has worked with nearly 70 farmers in the McKenzie Watershed to increase the economic viability of farming while reducing chemical use and increasing riparian buffers as a way to preserve farm land as a preferred floodplain land use to development.
  - c. Septic System Assistance Program (Lead Entity, EWEB) – this program has engaged over 600 homeowners to date and cost-shares expenses of conducting inspections and pump-outs (if necessary) of septic systems in the McKenzie watershed. In addition, EWEB offers a 0% interest loan program for homeowners to repair or replace failing septic systems.
  - d. McKenzie Watershed Emergency Response System (Lead Entity, EWEB) – MWERS is an interagency GIS-based emergency response system that stages response trailers throughout the watershed to efficiently and effectively respond to a large spill. Each year over 15 different first responder and support agencies conduct live drills to test pre-determined response strategies and maintain familiarity with equipment.
  - e. Comprehensive Watershed Monitoring Program (Lead Entity, EWEB) – this program works with partners to conduct water quality monitoring throughout the watershed on a periodic basis to evaluate trends over time. In addition, EWEB conducts storm event monitoring to assess impacts from various land uses, and harmful algal bloom monitoring at reservoir sites throughout bloom season. Water quality data is provided to partners and the public through a web service.

- f. Conservation Easements and Land Acquisition (Lead Entity, MRT) – The McKenzie River Trust acquires land and conservation easements from willing private landowners interested in long-term conservation. The Trust works with partner organizations to manage lands it owns and to provide stewardship resources to conservation easement landowners. The Trust also provides field tours and conservation event options for its members and the general public.
3. *Watershed Outreach* (Lead Entity, McKenzie Watershed Council) – Ongoing work with Springfield, Mohawk and McKenzie school districts to provide hands-on field and inquiry-based activities related to active restoration and monitoring. This activity also involves university-level students from various Oregon universities, ties to the H.J. Andrews Experimental Forest located in the watershed and ongoing EWEB investments in research related to climate change, ecosystem services and watershed health.

### III. VENUES FOR COLLABORATIVE INTERACTION:

Venues for collaborative interaction with regard to Watershed Restoration, Protection and Outreach include but are not limited to the following:

- ***McKenzie Stewardship Group meetings*** - a sub-committee of the McKenzie Collaborative chartered to give recommendations to the Willamette National Forest on use of Forest Service stewardship contracting (FSH 2409.19\_60) on National Forest System lands within the McKenzie Watershed. Receipts generated from national forest harvest can be used to fund restoration within the watershed.
- ***McKenzie Watershed Council meetings*** – the MWC represents the diverse interests of the watershed, including local, state and federal government agencies, utilities, businesses, conservation, recreational fishing, schools and residents of watershed communities. The council meets monthly and plans and implements habitat restoration and outreach projects on public and private lands on a voluntary basis.
- ***McKenzie Collaborative meetings*** – conducted monthly with partners of this MOU (plus others like Lane Council of Governments, University of Oregon, The Freshwater Trust, and the Metropolitan Wastewater Management Commission) to coordinate development and piloting of the Voluntary Incentives Program and how it relates and intersects to other collaborative efforts in the watershed.
- ***Lower McKenzie Fish Habitat Enhancement Partnership meetings*** - EWEB, MWC, ODFW and MRT collaborate to conserve and restore riparian and aquatic habitat from Vida down to the confluence with the Willamette. This is a 20-year program which began in 2005.

### IV. THE MWC SHALL:

- A. Participate in implementation of VIP and Stewardship Contracting Group activities;
- B. Convene Council meetings on the second Thursday day of the month;

- C. Facilitate outreach through field-based student teams and community events and tours;
- D. Develop and implement habitat enhancement projects;
- E. Serve as a conduit for grant applications to OWEB and other funding sources and manage grant funds;
- F. Develop and coordinate implementation of the sub-basin strategic action plan and ensure adaptive management; and
- G. Help provide local matching dollars and/or in-kind support for projects.

**EWEB SHALL:**

- A. Coordinate, manage, facilitate, and provide financial support for implementation of VIP and Stewardship Contracting Group activities;
- B. Convene McKenzie Collaborative meetings on the second Friday of the month;
- C. Leverage EWEB funding of watershed protection activities with other sources;
- D. Lead, fund, coordinate, and maintain implementation of existing watershed protection programs such as the Healthy Farms Clean Water, Septic System Assistance, McKenzie Watershed Emergency Response System, comprehensive water quality monitoring, and urban stormwater treatment;
- E. Maintain, update, and share various watershed data and information with partners and the public, including EWEB's extensive water quality database, water quantity data, GIS, LiDAR, and aerial photography; and,
- F. Help provide local matching dollars and/or in-kind support for projects.

**V. THE WNF SHALL:**

- A. Participate as a key member in meetings convened by EWEB for VIP and McKenzie Stewardship Group as well as other meetings related to grant applications for active restoration.
- B. Provide technical expertise and recommendations to watershed restoration projects related to National Forest System lands and Wyden projects where Forest Service funds are being spent on private lands with benefit to National Forest System lands.
- C. As required by law, complete the requirements of the National Environmental Policy Act (NEPA) and Endangered Species Act consultation with NOAA and USFWS for all projects implemented on National Forest System lands.

- D. Provide information in support of the McKenzie Stewardship Group with regard to upcoming forest treatment projects, ongoing stewardship contracts and projects with potential for expenditure of stewardship receipts within the McKenzie Watershed.
- E. Facilitate approval of stewardship receipt funding requests that require ultimate approval by the Pacific Northwest Regional Forester.
- F. Where funding permits, leverage Forest Service in-kind and cash funds with both outside grant funds and funds contributed by the other parties to this MOU for the purpose of improving native fish habitat, water quality and community sustainability.
- G. Participate in and share results of watershed monitoring related to active restoration on National Forest System lands.

**VI. THE MRT SHALL:**

- A. Participate as a key member in meetings convened by EWEB for VIP and McKenzie Stewardship Group as well as other meetings related to grant applications for active restoration.
- B. Provide technical expertise and recommendations to partner projects that include opportunities for acquisition of land or conservation easement acquisitions.
- C. Work directly with landowners seeking long-term conservation solutions through real estate transactions, including land and conservation easement sales or donations.
- D. Provide access to MRT lands and technical support for research and long term effectiveness monitoring for projects related to watershed health.
- E. Host tours of MRT properties to encourage public support for land and water conservation.

**VII. WC SHALL:**

- A. Participate as a key member in meetings convened by the MWC as well as other meetings related to grant applications for MWC aquatic enhancement projects.
- B. Actively participate in the design and development of watershed enhancement projects on Weyerhaeuser Company lands in the McKenzie River watershed.
- C. Provide technical expertise and recommendations, where appropriate, to watershed enhancement projects that may potentially affect Weyerhaeuser Company lands.
- D. Provide access to accommodate approved MWC enhancement projects both on Weyerhaeuser Company ownership or where access through Weyerhaeuser Company lands is required for enhancement projects not on Weyerhaeuser ownership. Granting of access will be in accordance with Weyerhaeuser's existing rules and conditions.

**VIII. THE ODFW SHALL:**

- A. Continue to participate in the Lower McKenzie Fish Habitat Enhancement Project.
- B. Continue to participate as a member of the McKenzie Watershed Council.
- C. Provide technical expertise for native fish habitat conservation and restoration activities.
- D. Assist with pre- and post-project monitoring.

**IX. UWSWCD SHALL:**

- A. Participate as a core member in meetings convened by EWEB for continuing VIP and stewardship program work within the McKenzie Watershed as well as other meetings related to grant applications for active restoration and conservation management on private lands.
- B. Provide technical assistance to private landowners in accordance with VIP policies. Assistance to include but not limited to riparian restoration planning and implementation, agricultural lands planning, enhancement and implementation of management practices related to water quality.
- C. Provide staff time as funding permits to assist in outreach programs providing information pertaining to water quality and restoration enhancement and community sustainability.
- D. Work with the partners of this agreement to provide conservation technical assistance and information to develop other programs on a continuing basis that relate to water quality, watershed restoration and community sustainability with the McKenzie Watershed.
- E. Retain the right by statutory authority of the state of Oregon to hold conservation easements with private landowners within the McKenzie Watershed.

**X. THE BLM SHALL:**

- A. Participate as a key member in meetings convened by EWEB for VIP and McKenzie Stewardship Group as well as other meetings related to grant applications for active restoration.
- B. Provide technical expertise and recommendations to watershed restoration projects related to BLM administered lands.
- C. As required by law, complete the requirements of the National Environmental Policy Act (NEPA) and Endangered Species Act consultation with NOAA and USFWS for all projects implemented on BLM administered lands.
- D. Participate in and share results of watershed monitoring related to active restoration on BLM administered lands.

**XI. THE CPRCD SHALL:**

A. Participate as a member in meetings convened by EWEB for VIP and McKenzie Stewardship Group as well as other meetings related to grant applications for active restoration.

B. When requested, provide fiscal administration and management of grant and other funds and donations.

C. Build fiscal management and accounting methods and tools for the McKenzie Watershed Fund that satisfy local and state funders.

D. Serve in a lead subcontractor role providing contract execution and management.

**XII. THE GI SHALL:**

- A. Participate in McKenzie Collaborative meetings and, as appropriate, in planning processes for restoration projects designed to improve drinking water quality or supply.
- B. Participate in planning for, and share results from, effectiveness monitoring and evaluation related to select restoration activities.
- C. Provide technical assistance and fundraising support, as appropriate, for selecting, implementing, and/or monitoring the effectiveness of restoration activities to improve drinking water quality or supply.

**XIII. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

**Principal Cooperator Contacts:**

<b>MWC Contact</b>	<b>EWEB Contact</b>
Name: Larry Six Address: PO Box 70166 City, State, Zip: Springfield, OR 97475 Telephone: 458-201-8150 FAX: 458-201-8152 Email: <a href="mailto:coordinator@mckenziawc.org">coordinator@mckenziawc.org</a>	Name: Karl Morgenstern Address: 4200 Roosevelt Blvd City, State, Zip: Eugene, OR 97404 Telephone: (541) 685-7365 FAX: (541) 685-7365 Email: <a href="mailto:karl.morgenstern@eweb.org">karl.morgenstern@eweb.org</a>
<b>WNF Contact</b>	<b>MRT Contact</b>
Name: Terry Baker Address: 57600 McKenzie Highway City, State, Zip: McKenzie Bridge, OR 97413 Telephone: (541)822-7200 FAX: Email: <a href="mailto:terrybaker@fs.fed.us">terrybaker@fs.fed.us</a>	Name: Joe Moll Address: 1245 Pearl Street City, State, Zip: Eugene, OR 97405 Telephone: 541-345-2799 FAX: 541-465-3876 Email: <a href="mailto:jmoll@mckenzieriver.org">jmoll@mckenzieriver.org</a>
<b>WC Contact</b>	<b>ODFW Contact</b>

Name: Maryanne Reiter Address: PO Box 275 City, State, Zip: Springfield, OR 97477 Telephone: (541)988-7527 FAX: Email: Maryanne.reiter@weyerhaeuser.com	Name: Jeff Ziller Address: 3150 E. Main City, State, Zip: Springfield OR 97478 Telephone: 541-726-3515 FAX: Email: Jeffrey.s.ziller@state.or.us
<b>UWSWCD Contact</b>	<b>BLM Contact</b>
Name: Dave Downing Address: 780 Bailey Hill Rd. Suite 5 Eugene, OR 97402 Telephone: 541-465-6443 FAX: Email: <a href="mailto:dave.downing@or.nacdnet.net">dave.downing@or.nacdnet.net</a>	Name: Brett Blundon Address: PO Box 10226 City, State, Zip: Eugene OR 97440 Telephone: 541-683-6195 FAX: Email: bblundon@blm.gov
<b>CPRCD Contact</b>	<b>GI Contact</b>
Name: Kirk Shimeall Address: 31978 N. Lake Creek Drive City, State, Zip: Tangent, OR 97389 Telephone: (541) 248-3094 FAX: Email: kirk@cascadepacific.org	Name: Cathy Kellon Address: 84 4th Street City, State, Zip: Ashland, Oregon 97520 Telephone: 541.613.4773 FAX: 541.482.7282 Email: <a href="mailto:cathy@geosinstitute.org">cathy@geosinstitute.org</a>

B. NON-LIABILITY. The parties in this agreement do not assume liability for any third party claims for damages arising out of this MOU.

C. NOTICES. Any communications affecting the operations covered by this agreement given by the parties is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Cooperator, at the Cooperator's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

D. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts any of the parties from participating in similar activities with other public or private agencies, organizations, and individuals.

E. ENDORSEMENT. Any Cooperator contributions made under this MOU do not by direct reference or implication convey the party's endorsement of the Cooperator's products or activities.

F. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall



manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purposes(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer funds. Specific projects or activities that involve the transfer of funds, services, or property among the parties require execution of separate agreements and are contingent upon the availability of appropriated funds. These activities must be independently authorized by statute. This MOU does not provide that authority. Negotiation, execution, and administration of these agreements must comply with all applicable law. Each party operates under its own laws, regulations, and policies, subject to the availability of appropriated funds. Nothing in this MOU is intended to alter, limit, or expand the parties' statutory and regulatory authority.

- G. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this MOU, or benefits that may arise therefrom, either directly or indirectly.
- H. FREEDOM OF INFORMATION ACT (FOIA). Due to federal participation in this MOU, public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been excepted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- I. TERMINATION. Any of the parties, in writing, may terminate their involvement in this MOU in whole, or in part, at any time before the date of expiration. This termination would take effect thirty (30) days after notification in writing to the McKenzie Collaborative to allow notification of all parties to this MOU.
- J. AMENDMENTS. Amendments within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for amendment should be made, in writing, at least 30 days prior to implementation of the requested change.
- K. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and must be reviewed no less than every 5 years at which time an amendment must be executed to extend the MOU, signed and dated by all properly authorized, signatory officials.
- L. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

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WADE STAMPE, Executive Committee Chair  
McKenzie Watershed Council

*Roger Gray*

Date  
06-30-2015

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ROGER GRAY, General Manager  
Eugene Water & Electric Board

Date

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TRACY BECK, Forest Supervisor  
U.S. Forest Service, Willamette National Forest

Date

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JOE MOLL, Executive Director  
McKenzie River Trust

Date

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STEVE MCNULTY, Springfield Team Leader  
Weyerhaeuser Company

Date

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DAVID STROPPEL, Acting Watershed Manager  
Oregon Department of Fish and Wildlife

Date

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GARY JENSEN, Chair  
Upper Willamette Soil and Water Conservation Dist.

Date

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Kathryn Stangl, District Manager  
Eugene District, Bureau of Land Management

Date

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TONYA GRAHAM, Executive Director  
Geos Institute

Date

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