

Willamette Valley Birding Trail Project

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU), dated March 1, 2007, is made and entered into by and between Travel Oregon; Audubon Society of Portland, Oregon; Audubon Society of Corvallis; Lane County Audubon Society; Salem Audubon Society; Oregon Field Ornithologists; Convention and Visitors Association of Lane County Oregon; Willamette Valley Visitors Association; Portland Metro; Albany Visitors Association; Corvallis Tourism; Fern Ridge Chamber of Commerce; Lane Council of Governments; Oregon Department of Fish and Wildlife; Oregon Parks and Recreation Department; USDI Bureau of Land Management, Eugene District; U.S. Fish & Wildlife Service; U.S. Army Corps of Engineers; National Park Service Rivers & Trails Program; and the fiscal sponsor for the Willamette Valley Birding Trail Project, which is currently Cascade Pacific Resource Conservation and Development, Inc. (the Parties). The Parties are collectively referred to herein as the “Willamette Valley Birding Trail Planning Group” (Planning Group) .

A. Recitals:

1. Birding trails are self-guided auto tours that use existing roads, pull-offs, parking areas, and walking trails to showcase different bird species in their natural habitats within broad geographic areas. Birding trails are easily accessible by car, and they are also accessible by bicycle in many areas. Many birding trails are located within easy driving distance of public conveniences such as food stores, restaurants or lodging.
2. Birding trails are becoming an important nature-based tourism activity to communities throughout the State of Oregon. Already in Oregon, birding trails have been established for the Oregon Coast, the Oregon Cascades, the Klamath region and the Southern Oregon Basin and Range. Additional birding trails are being planned or prepared for the Willamette Valley, the Blue Mountains and the John Day area.
3. A Willamette Valley Birding Trail will promote a broad variety of social, economic and environmental goals, such as:
 - Enhance the public’s enjoyment of birds and their habitats in the Willamette Valley
 - Promote public understanding and appreciation of wildlife habitat conservation and stewardship
 - Enhance year-round low impact recreational opportunities in the Willamette Valley

- Attract overnight visitors and boost the economic vitality of communities and businesses along the Trail
- Link directly with the Oregon Cascades and Oregon Coast Birding Trails as part of the Oregon Birding Trail network

B. Terms of Understanding:

It is mutually agreed to and understood by the parties that:

1. **Purpose:** The purpose of this Memorandum of Understanding is to provide a framework for effectively establishing a Willamette Valley Birding Trail.
2. **Boundaries.** The Willamette Valley Birding Trail will encompass the geographic area generally bounded by the Columbia River on the north (including adjoining lowlands north of the river); the foothills of the Oregon Cascades on the east; Cottage Grove on the south; and the Coast Range summit on the west.
3. **Mutual Benefit:** A principal goal of this Memorandum of Understanding is that the Willamette Valley Birding Trail be established in a cooperative, cost-effective manner that relies on consensus of the parties. By signing this document, the Parties agree that it is to their mutual interest and benefit to work cooperatively to develop, implement and secure long-term sustainability for the Willamette Valley Birding Trail.
4. **Decision-making by Consensus.** Decision-making will be by consensus of the Parties to this Memorandum of Understanding. The Planning Group may delegate work to subcommittees or individuals, but final decisions on budgetary and major policy matters, such as the selection of a consultant and designation of the Trail, will be made by consensus of the Parties at meetings of the Planning Group.
5. **Subcommittees.** To facilitate the timely and effective establishment of the Willamette Valley Birding Trail, the Planning Group shall establish a Coordinating Committee and may establish other subcommittees, such as committees to oversee birding trail site selection, community outreach and sponsorship, and communications.
6. **Target Audience.** The target audience of the Willamette Valley Birding Trail is anyone with an interest in nature, including novice and experienced birders; area residents; and visitors to the area.

7. **Hiring of Consultant.** Establishing the Willamette Valley Birding Trail may necessitate the hiring of a consultant to lead fundraising efforts and obtain sponsorships. In that event, the Planning Group shall recommend the selection of the consultant following recommendation by the Coordinating Committee. The terms of the contract shall be established by Cascade Pacific Resource Conservation and Development, Inc. (Cascade Pacific RC&D) in coordination with the Planning Group.
8. **Cooperation.** The Planning Group will work cooperatively with the consultant and Cascade Pacific RC&D to achieve the objectives of this Agreement.
9. **Community Outreach and Public Participation.** The Planning Group will promote and encourage public and community participation in establishing the Willamette Valley Birding Trail. Interested citizens, local businesses, and public and private agencies and organizations are strongly encouraged to attend public forums, participate in the site selection process, provide volunteer services, participate as sponsors, or provide other technical, financial or in-kind assistance.
10. **National Park Service (NPS) Technical Assistance.** The Planning Group received a competitive award of technical assistance from the NPS Rivers & Trails Program in October 2006 to assist with organizational development, strategic planning, public outreach strategies, and development of a trail-wide map and brochure. NPS technical assistance may be renewed in October 2007 for another 12 months, pending approval by NPS of a re-application submitted by the Coordinating Committee.
11. **Non-Fund Obligating Document.** This agreement is neither a fiscal nor a funds obligation document. This agreement does not provide any authority for any endeavor to transfer anything of value involving reimbursement or contribution of funds between the Parties. Any such endeavor would need to be in accordance with applicable laws, regulations and procedures, including those for Government procurement and printing, and would need to be outlined in separate documents made in writing by representatives of the Parties. Specifically, this agreement does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.

C. Assurances of Parties:

1. To the extent practicable for each party, the Parties agree to contribute personnel, financial support, expertise and collaborative outreach in the development of the Willamette Valley Birding Trail and in its implementation and long-term sustainability.

2. The Parties agree to make their best efforts to attend all Planning Group meetings. If a Party's principal representative cannot attend a meeting, the Party will make its best efforts to send an alternate representative to the meeting.
3. The Parties agree to work together towards the greater good of the Willamette Valley Birding Trail. Towards that end, each Party agrees to resolve differences in a respectful and non-confrontational manner and to place the larger interests of the Willamette Valley Birding Trail over any personal or economic interests it might have in the Project.
4. Each Party agrees to carry out its separate activities relating to the Willamette Valley Birding Trail Project in a coordinated and mutually beneficial manner as set out in an annual work plan.

D. Modifications to Memorandum of Understanding.

1. **Generally.** Modifications within the scope of this Memorandum of Understanding 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.
2. **Addition of Parties.**
 - a. New parties may be added to the Planning Group by consent of a majority of the Parties that are signatories to this Memorandum of Understanding. .
 - b. Any entity seeking to become a member of the Planning Group shall explain in writing its interests in the Project and why the goals and objectives of the Willamette Valley Birding Trail would be significantly aided by its participation as a party.
 - c. It is expected that any party added to the Planning Group will provide a minimum monetary contribution of \$500 or a minimum in-kind contribution of 100 hours to the Project.
3. **Removal of Parties.** Any party, in writing, may terminate its participation in this Project in whole or in part at any time prior to the date of expiration. Any contribution of time or money made prior to termination shall be considered a contribution to the Willamette Valley Birding Trail and is non-refundable.

E. Effective Date:

This Memorandum of Understanding shall be effective when signed by a majority of the Parties listed above. Any listed party not wishing to sign this Memorandum is asked to so inform Cascade Pacific RC&D and will be removed as a Party to this Memorandum. This instrument shall be subject to review no later than 24 months following its effective date, at which time it shall be renewed or modified or shall expire.

F. Party Representatives and Contact Information:

Carole Astley
Travel Oregon
503-378-8853
carole@traveloregon.com

Mark Greenfield
Audubon Society of Portland, Oregon
503-227-2979
markgreenfield@involved.com

Bill Proebsting
Audubon Society of Corvallis
541-752-0108
proebstw@gmail.com

Maeve Sowles
Lane County Audubon
541-334-8664
president@laneaudubon.org

Pat Tilley
Salem Audubon Society
503-588-4370
pat2ly@comcast.net

Joel Geier
Oregon Field Ornithologists
541-745-5821
jgeier@attglobal.net

Natalie Inouye
CVALCO
541-484-5307
tourism@cvalco.org

Natalie Inouye
Willamette Valley Visitors Association
541-484-5307
tourism@cvalco.org

Greg Eckhart
Portland Metro
503-275-9756
Grege@pova.com

Jimmie Lucht
Albany Visitors Association
541-928-0911
jlucht@albanyvisitors.com

John Hope-Johnstone
Corvallis Tourism
541-757-1544
hj@visitcorvallis.com

Tami Sakany
Fern Ridge Chamber of Commerce
541-935-8443
tami@fernridgechamber.com

Jeff Krueger
Lane Council of Governments
541-342-3267
JKrueger@LCOG.org

Jackie Nichols
Cascade Pacific RC&D
541-757-4807
cpred@qwest.net

Martin Nugent
Oregon Department of Fish & Wildlife
503-947-6309
Martin.Nugent@state.or.us

Richard Walkoski
Oregon Parks and Recreation Department
503-986-0748
Richard.Walkoski@state.or.us

Diana Bus
USDI BLM, Eugene District
541-683-6450
diana_bus@blm.gov

Chantel Jimenez
US Fish & Wildlife Service
541-757-7236
chantel_jimenez@fws.gov [check]

Katherine Beal
U.S. Army Corps of Engineers
541-937-2131
kat.beal@usace.army.mil

Sue Abbott
National Park Service Rivers & Trails
206-220-4116
Sue_Abbott@nps.gov

Willamette Valley Birding Trail

MEMORANDUM OF UNDERSTANDING

Signature Page

_____, by and through
[Name of Organization or Agency]
_____, who is duly authorized to execute this
Memorandum of Understanding on behalf of the organization, association or agency,
hereby agrees to join with other signatories to execute this Memorandum of
Understanding.

Signature _____

Name _____

Title _____

Date _____