

SOUTHWEST SEED PARTNERSHIP

MEMORANDUM OF UNDERSTANDING

Among

Institute for Applied Ecology; USDA Forest Service (Region 3); New Mexico Bureau of Land Management; National Park Service; U.S. Geological Survey; U.S. Fish and Wildlife Service, *SWSP partners continued...*

A. INTRODUCTION:

Successful restoration depends on an adequate supply of appropriate native plant materials. In the Southwest, native plant materials are vitally needed for rehabilitating millions of acres of land impacted by wildfire, erosion, and mineral and gas extraction. Planting a diversity of native species not only provides food, shelter and breeding resources for pollinators and other wildlife, it is also critical to building resistance against invasive species and increasing resilience to climate change. A highly diverse group of public and private organizations is striving to use locally adapted 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 demand for native plant materials in New Mexico and Arizona greatly exceeds the supply, and seed currently for sale is typically not diverse or locally adapted. Furthermore, there are few growers in the region to help address this need, and current 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 Southwest Seed Partnership (SWSP or Partnership) was formed in 2015 with the goals of pooling resources and coordinating production efforts to improve native plant material availability, quality, and utilization in Arizona and New Mexico. The National Seed Strategy developed by the Department of the Interior and several Federal and nonfederal partners (DOI, 2015) provides a framework for implementation.

B. PURPOSE:

The purpose of this Memorandum of Understanding (MOU) is to cooperatively develop, and create a demand for, a supply of locally sourced native plant materials 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 potentially reducing cost for local sources of germplasm through shared production opportunities.

C. MUTUAL BENEFIT:

All parties to the MOU agree that it is to their mutual interest and benefit to work cooperatively on plant materials development to improve availability and quality across jurisdictional and ownership boundaries within Arizona and New Mexico. 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 regarding 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 Arizona and New Mexico.

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

1. This MOU serves to establish the Southwest Seed Partnership which serves the states of Arizona and New Mexico.
 - a. Each party will appoint at least one representative to participate in the Partnership. This group will meet at least once a year to review progress, adopt committee recommendations, and identify and adjust future Partnership activities, funding needs, and opportunities.
 - b. The SWSP 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 review a 5-year Strategic Plan to describe the goals, objectives and strategies of the SWSP. 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 states of Arizona and New Mexico.
 - 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 2030 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; 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); Flood Control Acts of 1938, 1946, and 1950; Department of Defense Instruction 4000.19, Aug. 1995; and other applicable laws.

F. ROLES & RESPONSIBILITIES:

Partner	Role
Institute for Applied Ecology	Provide leadership and coordination, as well as fiscal, project, and plant materials management and planning. Provide technical support to seed user and grower partners of the SWSP related to native seed development and use in restoration. Promote and fundraise for the SWSP.
Stakeholder 1 (restoration practitioner)	Promote and utilize SWSP resources and serve in an advisory capacity.
Stakeholder 2 (land manager)	Provide permits for collection on managed lands on a case by case basis. Promote and utilize SWSP resources and serve in an advisory capacity.
Stakeholder 3 (producer)	Promote and utilize SWSP resources and serve in an advisory capacity.
Stakeholder 4 (interested party)	Promote and utilize SWSP resources and serve in an advisory capacity.

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

Name: Melanie Gisler

Title: Southwest Director

Organization: Institute for Applied Ecology

Address: 1850 Old Pecos Trail, Suite I, Santa Fe, NM 87505

Phone: 541-753-3099 ext. 710

Email: melanie@appliedeco.org

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.

SOUTHWEST SEED 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 _____