

FS Agreement No. 20-MU-11010300-005

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
BITTERROOT RIVER PROTECTION ASSOCIATION
And The
USDA, FOREST SERVICE
BITTERROOT NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Bitterroot River Protection Association, hereinafter referred to as “BRPA,” and the United States Department of Agriculture (USDA), Forest Service, Bitterroot National Forest, hereinafter referred to as the “U.S. Forest Service.”

Background: The BRPA, in partnership with the MTDEQ, Bitterroot College, University of Montana and other groups have been conducting 'Citizen Science' water quality monitoring on the main stem and some tributaries of the Bitterroot River since 2017. The purpose of the monitoring is to provide information to the MTDEQ and the general public on water quality within the Bitterroot River watershed, particularly on 303(d) and TMDL-regulated streams. The BRPA wishes to develop long-term monitoring sites on the Forest in effort to determine a baseline for the quality of water leaving the Wilderness and Forest respectively. This data could benefit the long term monitoring plans on Bitterroot National Forest lands within the Bitterroot River Basin.

Title: Bitterroot River Basin Water Quality Monitoring

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to facilitate cooperation between the parties to identify monitoring questions and develop appropriate monitoring strategies to evaluate water quality on Bitterroot National Forest system lands in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service is the land management agency responsible for the management and protection of NFS land and resources, and has an ongoing need for up to date, accurate, and complete data for planning, watershed analysis, and NEPA environmental review. The U.S. Forest Service is interested in cooperating with BRPA for data collection to help ensure compliance with Federal and MT DEQ requirements for water quality.

The BRPA is a non-profit tax exempt organization dedicated to protecting the waters of the Bitterroot River Basin from privatization or environmental degradation since



2000. In order to help fulfill their mission, BRPA is interested in working with the U.S. Forest Service to gather data off National Forest System (NFS) lands.

Therefore, it is mutually beneficial for the parties to partner on projects of mutual interest to achieve their respective missions. The MOU will document a general framework of cooperation between the parties to coordinate activities. It is understood by all that this MOU does not bind any party to a financial or other resource commitment, and that individual collaborative projects developed under this MOU may require additional project specific roles and responsibilities. Both parties will benefit by working together on long term monitoring of specific forest actions and potential water quality effects, both positive and negative.

In consideration of the above premises, the parties agree as follows:

III. BOTH PARTIES SHALL:

- A. Be available at mutually agreeable times to discuss the conditions covered by the MOU, and agree to actions to fulfill its purpose. At a minimum, the parties will arrange for an annual meeting to coordinate any activities pursuant to this MOU including, but not limited to:
 - 1. Identify important monitoring questions of mutual interest and identify where collaboration could improve efficiency or accuracy in data collection to answer monitoring questions.
 - 2. Define each party's role in the planning and implementation of monitoring projects.
 - 3. Discuss and reach agreement of guidelines for project proposals.
- B. The field data and information gathered under project agreements will be shared, stored, and accessible by all parties.
- C. Enter into separate instruments in order to complete monitoring projects, as appropriate. Specific projects or activities that involve a transfer of services, and/or anything of value requires the execution of separate agreements (see Provision F.), or installation of monitoring equipment may require separate Special Use Permits.

IV. BRPA SHALL:

- A. Coordinate with the U.S. Forest Service on proposed sampling locations and any permanent installation of monitoring equipment. Authorization of projects, and/or the installation of equipment on NFS lands may require the parties to enter into separate authorizing instruments.
- B. Coordinate with Forest Service Specialists on proposed water quality monitoring protocols.



C. Perform in accordance with the incorporated provisions.

V. THE U.S. FOREST SERVICE SHALL:

- D. Make NFS lands available for project implementation subject to applicable federal law, regulation, and policy, the Bitterroot National Forest Plan, and any threatened and endangered species recovery plans. Approval must be obtained by appropriate U.S. Forest Service official.
- E. Coordinate with BRPA on proposed sampling locations and any permanent installation of monitoring equipment. Authorization of projects, and/or the installation of equipment on NFS lands may require the parties to enter into separate authorizing instruments.
- F. Review and, if appropriate, approve proposed water quality monitoring protocols proposed by BRPA.

VI. 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 agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Michael Howell 215 Main St. PO Box 8 Stevensville, MT 59870 Telephone: 406-777-2955 bitterrootriverprotection@gmail.com	Michael Howell 215 Main St. PO Box 8 Stevensville, MT 59870 Telephone: 406-777-2955 bitterrootriverprotection@gmail.com

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Cole Mayn 1801 N. First Street Hamilton, MT 59840 406-363-7155 cole.mayn@usda.gov	Megan Nemitz 24 Fort Missoula Road Missoula, MT 59804 406-329-3990 megan.nemitz@usda.gov

B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment,



and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement BRPA acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If BRPA fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds BRPA has expended in violation of sections 433 and 434.

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

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To BRPA, at BRPA'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 the U.S. Forest Service or BRPA from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. ENDORSEMENT. Any of BRPA's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of BRPA's products or activities.
- F. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.



Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- G. USE OF U.S. FOREST SERVICE INSIGNIA. In order for BRPA to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- H. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- I. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- J. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.



- K. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO) The U.S. Forest Service recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).
- L. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. BRPA are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The Bitterroot National Forest of the U.S. Forest Service, Department of Agriculture, have partnered with the Bitterroot River Protection Association to conduct water quality monitoring on Bitterroot National Forest system lands within the Bitterroot River Basin. "

BRPA may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. BRPA is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- M. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. BRPA shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. BRPA shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:



"This institution is an equal opportunity provider."

- O. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

- P. DEBARMENT AND SUSPENSION. BRPA shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should BRPA or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

- Q. MODIFICATIONS. Modifications 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 modification should be made, in writing, at least 30 days prior to implementation of the requested change.

- R. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through 3/1/2025 at which time it will expire.

- S. 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.

MICHAEL HOWELL, DIRECTOR Date
 Bitterroot River Protection Association

MATTHEW ANDERSON, FOREST SUPERVISOR Date
 U.S. Forest Service, Bitterroot National Forest



The authority and format of this agreement have been reviewed and approved for signature.

Megan Nemitz
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.