



**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**STATE OF OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY**  
**And The**  
**USDA, FOREST SERVICE**  
**PACIFIC NORTHWEST REGION**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the State of Oregon by and through its Department of Environmental Quality, hereinafter referred to as "DEQ," and the USDA, Forest Service, Pacific Northwest Region, hereinafter referred to as the "U.S. Forest Service."

**INTRODUCTION**

This MOU documents the U.S. Forest Service and DEQ strategy for managing and controlling point and nonpoint source (NPS) water pollution from U.S. Forest Service-managed lands in the State of Oregon. This MOU sets out the procedures for the U.S. Forest Service and DEQ to cooperatively implement State and Federal water quality rules and regulations. The physical, chemical, and biological conditions of "Waters of the State" that support beneficial uses (defined in Oregon Revised Statute (ORS), Chapter 468B — Water Quality and Oregon Administrative Rules (OAR), Division 41) will be protected, restored, and maintained by working in a proactive, collaborative, and adaptive manner through this MOU.

**AUTHORITIES**

- A. Authority for controlling point and nonpoint source pollution is provided in the Federal Water Pollution Control Act [As Amended through P.L. 107-303, November 27, 2002, (33 U.S.C. 1251 et seq. SEC. 101 (a) (7))]. The Clean Water Act (CWA) establishes a national framework for protecting and improving water quality. The CWA was amended in 1987 to require States to develop plans for controlling nonpoint sources of water pollution. Oregon's Nonpoint Source Control Program was established in 1978 before the passage of the Section 319 amendments in 1987.
- B. Section 313(a) (33 U.S.C. 1323) of the CWA directs the Federal Government to comply with all Federal, State, and local requirements with respect to the control and abatement of both point and nonpoint source water pollution. Executive Order 12088 reinforced CWA requirements. Section 319(k) of the CWA (33 U.S.C. 1329) specifically addresses nonpoint source pollution by directing Federal agencies to accommodate the concerns of the State regarding the consistency of agency projects with the State's nonpoint source pollution management program.



- C. The National Forest Management Act (NFMA) of 1976 (P.L. 94-588) is the primary statute governing the administration of the U.S. Forest Service and was an amendment to the Forest and Rangeland Renewable Resources Planning Act of 1974, which called for the management of renewable resources on national forest lands.
- D. The DEQ's [Oregon Nonpoint Source Control Program Plan \(2022\)](#) is a comprehensive plan for prevention and control of water pollution. It specifies that DEQ will "advise, consult, and cooperate with other State and Federal agencies, affected groups, political subdivisions, and industries in the formulation of a comprehensive plan to prevent and control pollution. The MOUs will be developed to ensure that Federal land management agencies comply with Federal CWA and State water quality requirements and programs."

Title: Oregon DEQ and U.S. Forest Service Pacific Northwest Region Water Quality MOU

## PURPOSE

The purpose of this MOU is to document the cooperation between the parties to ensure that the agencies cooperatively meet State and Federal water quality rules and regulations related to point and NPS water pollution from U.S. Forest Service managed lands by continuing to:

- A. Prevent, reduce, eliminate, or remediate point and nonpoint source water pollution and, where necessary, improve water quality to support beneficial uses.
- B. Cooperate on priorities, strategies, and funding using a watershed approach to protect and restore water quality on U.S. Forest Service-administered lands.
- C. Foster and enhance communication, coordination, and working relationships between the U.S. Forest Service and DEQ.
- D. Identify and implement U.S. Forest Service and DEQ authorities, policies, programs, and practices that collectively ensure attainment of Federal and State water quality standards on U.S. Forest Service-administered lands.
- E. Identify, clarify, and support DEQ and U.S. Forest Service roles and responsibilities specific to water quality in a manner that reduces duplication of work.
- F. Establish a process and timeline for joint review of ongoing watershed protection, restoration, and compliance, including development of a plan for short and long-term work.



- G. Evaluate progress and success in meeting or surpassing water quality goals and requirements.

## **I. STATEMENT OF MUTUAL BENEFIT AND INTERESTS**

This MOU creates a framework in which the DEQ and U.S. Forest Service can:

- A. Effectively cooperate on programs and projects.
- B. Minimize duplication of effort.
- C. Recognize State and Federal point and nonpoint source pollution control requirements on U.S. Forest Service-administered lands.
- D. Develop a common understanding of water quality protection and restoration occurring and needed on U.S. Forest Service-administered lands.
- E. Build upon prior water quality restoration efforts and continue involvement in supporting, maintaining, and restoring beneficial uses.

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

## **II. OBLIGATIONS OF DEQ**

- A. The DEQ recognizes the U.S. Forest Service as the Designated Management Agency (DMA) for nonpoint source pollution control and implementing State and Federal water quality rules and regulations on lands under U.S. Forest Service jurisdiction.
- B. The DEQ is responsible for developing and revising water quality standards, assessing water quality, making impairment decisions, issuing permits and certifications, issuing Total Maximum Daily Loads (TMDLs) and reviewing and approving Implementation Plans (IPs) (formerly Water Quality Restoration Plans; WQRPs), assessing compliance, enforcing water quality requirements, implementing the 319 grants program, and administering the State Revolving Fund low interest loan(s) program, among other surface water quality and groundwater quality responsibilities.
- C. The DEQ will coordinate with the U.S. Forest Service to collect, submit, and interpret data that can be used to support assessment (e.g. listing and delisting) of water bodies. Listing and delisting will be done in accordance with applicable state and federal requirements, including DEQ's Assessment Methodology.
- D. The DEQ will coordinate with the U.S. Forest Service in the development of TMDLs and the collection of data to support TMDL development when TMDLs are being developed for areas that include U.S. Forest Service-administered lands.



- E. The DEQ will develop TMDLs for impaired water bodies and submit them to the Environmental Protection Agency (EPA), Region 10, for review and action.
- F. On request, the DEQ will provide training and technical support to the U.S. Forest Service staff on DEQ water quality monitoring protocols and Quality Assurance/Quality Control (QA/QC) guidance as resources allow. The DEQ will communicate any revisions or updates to the QA/QC guidance to the U.S. Forest Service.
- G. The DEQ will notify the appropriate U.S. Forest Service District when emergencies (e.g., spills) occur on or affecting U.S. Forest Service-administered lands. The DEQ will coordinate with the responsible U.S. Forest Service officials to develop appropriate corrective action.
- H. The DEQ will provide technical assistance to the U.S. Forest Service as requested. This assistance may include review and input on TMDL IPs, Forest Plan development, project design, analyses, input to inter-disciplinary teams, and review of NEPA documents as resources allow.
- I. The DEQ will review the U.S. Forest Service's Best Management Practices (BMPs) and associated monitoring protocols for the full range of land use activities addressed in Forest Plans, Forest Plan amendments, and TMDL IPs. DEQ will review and comment on Forest Plans and Forest Plan amendments and provide comments and approval of IPs.
- J. The DEQ will make available notification for the U.S. Forest Service to review and comment on significant draft water quality policies or rule making documents with potential impact to U.S. Forest Service prior to adoption, such as TMDLs and associated Water Quality Management Plans (WQMPs), water quality standards (including antidegradation rules), 303(d) listings, Nonpoint Source Management Plans, and point source permits.
- K. The DEQ will issue National Pollutant Discharge Elimination System (NPDES), Water Pollution Control Facility (WPCF) permits, and 401 certifications consistent with the DEQ's issuance schedule (ORS 468.065). DEQ accepts the U.S. Forest Service's National Best Management Practices for Water Quality Management on National Forest System Lands Volume 1: National Core BMP Technical Guide as the basis for sediment and erosion control plans. The DEQ will keep current records of DEQ permits issued to U.S. Forest Service including dates of issuances and status.
- L. The DEQ will acknowledge receipt of an IP from the U.S. Forest Service within 7 days of receipt.



- M. The DEQ will consider and provide recommendations, if any, for revision of submitted IPs, consistent with the relevant TMDL/WQMP. DEQ will inform the U.S. Forest Service of acceptance or rejection of an IP after any revisions are complete.
- N. The DEQ has the authority to take enforcement actions on compliance with the TMDL rule requirements for submittal and implementation of an IP.
- O. The DEQ's Lead Forest Water Quality Analyst and/or Nonpoint Source Program Coordinator will participate and coordinate with the U.S. Forest Service Water Quality Program Lead on required reporting, including the status reviews of the water quality program.

### III. OBLIGATIONS OF THE U.S. FOREST SERVICE

- A. The U.S. Forest Service will manage U.S. Forest Service lands to protect, restore, and maintain water quality so that Federal and State water quality goals and water quality standards are met or exceeded in accordance with applicable laws and regulations. Two national programs provide the foundation for water quality protection and restoration on U.S. Forest Service lands: 1) the National Best Management Practices for Water Quality Management, which focuses on protecting water quality while implementing numerous, diverse activities across the landscape (see below); and 2) the Watershed Condition Framework, which focuses on implementing integrated, whole watershed restoration programs in priority watersheds on U.S. Forest Service lands [Watershed Condition Framework](#)
- B. The U.S. Forest Service will manage water-quality-limited water bodies on U.S. Forest Service-administered lands to protect and restore water quality. Management will involve development and implementation of strategies such as BMPs to protect and restore water quality conditions when U.S. Forest Service actions affect or have the potential to affect 303(d) listed waters.
- C. The U.S. Forest Service will implement programmatic and site-specific BMPs. Site specific BMPs will be formulated using the USDA National Best Management Practices for Water Quality on National Forest System Lands National Core BMP Technical Guide Volume 1 [National Best Management Practices for Water Quality Management on National Forest System Lands](#). The U.S. Forest Service will develop and implement site-specific BMPs to supplement the national BMPs, as needed. All developed BMPs will be provided to DEQ upon request.
- D. The U.S. Forest Service will specify and implement site-specific BMPs that reflect standards, guidelines, design features, and mitigation developed in Forest Plans, Forest Plan amendments, project plans, and IPs. BMPs will be specified as part of operating plans for Special Use Permits, leases, and other third-party agreements, where appropriate.



- E. The U.S. Forest Service will conduct BMP implementation and effectiveness monitoring required in Forest Plans and projects. The U.S. Forest Service will review and revise BMPs as necessary to improve their effectiveness. New research findings and technology advancements may merit evaluation or modification of site specific BMPs. BMP monitoring information will be used to improve and adapt BMPs into future planning efforts including Forest Plan Revisions.
- F. When designing and implementing floodplain restoration projects that disturb more than 1 acre of land above the ordinary high-water mark (OHWM), the U.S. Forest Service will, consistent with [National Best Management Practices for Water Quality Management on National Forest System Lands Volume 1: National Core BMP Technical Guide](#), develop erosion and sediment control plans. The erosion and sediment control plans will work in concert with a CWA Section 404 permit from the Army Corps of Engineers and CWA Section 401 Water Quality certifications from DEQ.
- G. The U.S. Forest Service will provide data to assist the DEQ in TMDL development and assessment of TMDL implementation progress for water bodies affected by management practices implemented or authorized on U.S. Forest Service-administered lands. The U.S. Forest Service will participate with DEQ in development of TMDLs as resources allow.
- H. The U.S. Forest Service will provide regulatory compliance data, water quality assessment data, and TMDL-relevant data that meets DEQ QA/QC requirements. The U.S. Forest Service will provide technical assistance in analyzing and interpreting data. Data will be submitted in a format that is compatible with the DEQ databases to the extent possible.
- I. The U.S. Forest Service will comply with the TMDL Rule (OAR Chapter 340, Division 42) in preparation or revision of TMDL Implementation Plans. The U.S. Forest Service will prepare or revise IPs. Implementation Plans will be submitted to DEQ for review, revision if necessary, and approval when consistent with the final TMDL and the current Forest Plan.
- J. The U.S. Forest Service will follow the Forest Service/Bureau of Land Management Protocol for addressing Clean Water Act 303(d) listed waters<sup>1</sup> in

---

<sup>1</sup> The *FS/BLM Protocol for Addressing Clean Water Act Section 303(d) Listed Waters (The Protocol)*, May 1999, and/or updates are the guidance for meeting these responsibilities. The protocol was signed by the Regional Administrator of the EPA for Region 10, by the Regional Foresters for the FS in Regions 1, 4, and 6, and by the State Directors for the FS in Oregon, Washington, Idaho, and Montana.



subbasins with 303(d) listed stream(s) and in watersheds where there is a TMDL needed but not yet developed.

- K. The U.S. Forest Service may be required to revise existing IPs when new TMDLs are issued or existing TMDLs are revised. Revisions will be based on review and comment by DEQ. When required in a WQMP, the U.S. Forest Service will develop and submit a TMDL IP for approval by DEQ, typically within 18 months of TMDL issuance.
- L. The U.S. Forest Service will conduct management activities on U.S. Forest Service-administered lands consistent with IPs and provide updates and reports on management practices and restoration progress according to the IP schedule and TMDL/WQMP reporting requirements.
- M. The U.S. Forest Service will incorporate the IP goals, objectives, and provisions into activity level planning including, but not limited to, project planning that includes National Environmental Policy Act (NEPA) analysis and the opportunity for public review. The U.S. Forest Service will recognize IPs occurring in areas where Forest Plans are being revised and include the IP's goals and objectives in new Forest Plans.
- N. The U.S. Forest Service will take appropriate first response or corrective action to remedy emergencies (e.g., spills) on U.S. Forest Service-administered lands in accordance with state and federal rules and regulations. Spills of oil and hazardous materials will be reported to the Oregon Emergency Response System (1-800-452-0311), as required by ORS 466.635 and OAR 340-142-0040, and to the National Response Center (1-800-424-8802), as required by federal rules and regulations.
- O. The U.S. Forest Service will include national or local BMPs (or site-specific BMP prescriptions) as appropriate as terms and conditions of leases and special use permits issued to third parties and monitor implementation and effectiveness following the U.S. Forest Service National Best Management Practices for Water Quality monitoring protocols. The U.S. Forest Service will include as a term and condition of authorizations that the third party will obtain and abide by all required federal, state, or local permits and certifications. The U.S. Forest Service will not issue any authorization that is subject to state certification under CWA section 401 until the agency has received documentation that the state has issued the 401 certification or waived the requirement.

---

Additional guidance for WQRPs include DEQ's current May 2007 TMDL Implementation Plan Guidance – for State and Local Government Designated Management Agencies available at: <https://www.oregon.gov/deq/wq/tmdls/Pages/TMDLs-Implementation.aspx>





- P. The U.S. Forest Service will support the Oregon Coastal Nonpoint Pollution Control Program (CNPCP) through consideration and incorporation of CNPCP management measures, where applicable, in development of agency plans and projects, and include appropriate BMPs.
- Q. The U.S. Forest Service will comply with all applicable requirements of the Safe Drinking Water Act (SDWA) and state onsite sewage disposal programs (including those requirements relating to connection to regional systems).
- R. The U.S. Forest Service will coordinate with the DEQ regarding groundwater resource management and drinking water protection, including designation of groundwater management and drinking water source areas, and incorporate appropriate assessment, protection, and restoration actions into resource plans and IPs<sup>2</sup>.
- S. The U.S. Forest Service will review any significant draft DEQ water quality policy or rule making, such as water quality standards, 303(d) listing, TMDLs and WQMPs, the Nonpoint Source Control Program Plan, anti-degradation rules, and point source permits. As resources allow, the U.S. Forest Service will provide data to assist the DEQ's 303(d) listing and delisting process, and water quality reports (e.g., NPS Annual Reports, Source Water Assessments, and 303(d) and 305(b) Water Quality Assessments).
- T. The U.S. Forest Service Regional Water Quality Program Lead will participate with the DEQ Lead Forest Water Quality Analyst and/or Nonpoint Source Coordinator on required reporting, including water quality program reviews.

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

- A. The Director of DEQ and the Regional Forester for the U.S. Forest Service Pacific Northwest Region are the executives responsible for ensuring implementation of this MOU. The Director of DEQ hereby assigns the primary responsibility to coordinate implementation of the DEQ aspects of this MOU to the DEQ Water Quality Administrator. The U.S. Forest Service Regional Forester hereby assigns the primary responsibility to implement this MOU to the Pacific Northwest Region Director of Natural Resources.
- B. DEQ and U.S. Forest Service will work together towards achieving all water quality standards on U.S. Forest Service-administered lands within the State of Oregon. Water quality standards, along with other applicable requirements of the Clean Water Act and state water quality statutes and rules, are expected to be met through the actions described in this agreement, including adaptive development and implementation of IPs, BMPs, and aquatic conservation strategies. Particular emphasis will be placed upon those water quality standards provisions affecting

---

<sup>2</sup> ORS Chapter 468B.175, 468B.180, and 468B.184.





## 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.





drinking water and aquatic species, including, but not limited to, threatened and endangered species.

- C. The DEQ and the U.S. Forest Service recognize the critical role of watershed councils, the Oregon Watershed Enhancement Board (OWEB), and the public in aquatic habitat restoration in order to meet water quality standards. The agencies will work together to support watershed councils and coordinate to support State directives for water quality protection, restoration, and maintenance, including habitat restoration.
- D. The DEQ and the U.S. Forest Service will seek opportunities to coordinate with local, state, and federal agencies and organizations to address water quality issues, planning, implementation, watershed protection, and restoration activities.
- E. The DEQ and the U.S. Forest Service will coordinate with the Tribes on a government-to-government basis.
- F. The DEQ and the U.S. Forest Service will work cooperatively to identify and prioritize water quality monitoring and document standards compliance in, for example, TMDL preparation and in IP implementation.
- G. The DEQ and the U.S. Forest Service will continue to collaborate on identification and prioritization of water quality restoration projects.
- H. The DEQ will advise the U.S. Forest Service on proposed restoration projects with implications for Oregon's CWA antidegradation policy.
- I. The DEQ and the U.S. Forest Service (with the Oregon Health Authority and others as appropriate) will work together to implement and advance the [Oregon DEQ Harmful Algal Bloom \(HAB\) Strategy](#).

## V. REPORTING AND COMMUNICATION

### A. Agency Program Lead Meeting

1. An Annual Program Lead meeting will be held between the DEQ Lead Forest Water Quality Analyst, Nonpoint Source Coordinator, or equivalent staff and the Pacific Northwest Region Water Quality Program Lead to review and discuss MOU objectives and accomplishments. This meeting will typically occur during February, March, or April to accommodate the needs of both agencies.
2. The Annual Program Lead meeting should include a review of the TMDL implementation reports (see below), emerging issues, development of a plan



of priority work, MOU effectiveness, strategies for restoration, local coordination needs, and updates to monitoring protocols and QA/QC guidance.

3. Additional Program Lead Meetings will occur, as mutually agreed, to review both the U.S. Forest Service and the DEQ responsibilities identified in this MOU.
4. The outcomes from the Program Lead meetings should be documented in meeting summaries.

#### B. Local Meetings

1. The local meetings with U.S. Forest Service and DEQ agency staff may occur at any time. Either the Program Lead or local agency staff may request meetings.
2. The local meetings will be encouraged to resolve issues such as IP scheduling, local water quality problems, or BMP reviews.
3. The Program Leads will help promote these meetings, attend whenever possible, and disseminate findings and decisions.

#### C. TMDL Implementation Reporting

1. The USFS and the DEQ will hold annual meetings to review the progress toward targets outlined in IPs. USFS will submit written implementation reports as required by TMDLs, annually or otherwise as specified. Reports can be statewide with subsections for specific TMDLs/basins. Every five years, the USFS will submit a comprehensive written summary of target achievements related to these IPs and will engage with the DEQ in a consultation to assess the accomplishments and effectiveness of actions taken. This consultation will also involve making necessary adjustments to targets and terms. These measures will fulfill the DEQ's TMDL reporting requirements (OAR 340-042-0080), as well as the TMDL reporting obligations under the Clean Water Act.
2. The agencies will provide updated contact lists to include the DEQ Basin Coordinators and Lead Forest Water Quality Analyst (or equivalent staff) along with U.S. Forest Service Regional Office and National Forest Water Program contacts.

#### D. 4-Year MOU Evaluation

1. During the fourth year of implementation, the MOU will be reviewed to evaluate effectiveness and discuss MOU update and renewal. Staff from the



U.S. Forest Service Pacific Northwest Regional Office and the DEQ headquarters, with input from the DEQ Regional and U.S. Forest Service National Forest offices, will evaluate interagency collaboration and processes for water quality management and restoration, including TMDL implementation and watershed restoration activities. Coordination between agencies and their staff will also be reviewed. The results of this discussion will be presented to the DEQ Water Quality Administrator and U.S. Forest Service Regional Forester. Based on the review outcomes, the MOU may be extended, adjusted, renewed, or terminated, and interactions among local staff and procedures may be modified.

2. The 4-Year Evaluation will use information gathered by USFS and DEQ staff to recommend any changes to the future MOU. The information considered and discussed will include:
  - a. Summary of accomplishments by basin and projections for future actions.
  - b. Progress in IP development and implementation.
  - c. BMP implementation and effectiveness monitoring.
  - d. An evaluation of agency activities in meeting Federal and State Water Quality programs and standards.
  - e. Recommendations for MOU updates and process improvements for staff interactions and collaborations.

## **VI. ISSUE RESOLUTION**

The DEQ and the U.S. Forest Service are committed to work together to meet the requirements of the Federal and State Water Quality rules and regulations. Should disputes arise, they will be resolved using the process set forth below:

- A. The local offices of each agency will evaluate the issue and strive for resolution. This process should take no longer than 30 days. This time may be extended an additional 30 days upon agreement of the parties if additional time is needed to resolve the issue.
- B. If the above approach fails, the local offices will jointly develop a letter and briefing document, elevating the issue to the Pacific Northwest Region Director of Natural Resources and the DEQ Headquarters Water Quality Section Manager. The briefing document will:
  1. Describe the background, including a statement of why the issue has not been resolved;
  2. Describe the alternative solutions including pros and cons; and



3. Describe any recommendations for resolution.
- C. The Pacific Northwest Region and the DEQ headquarters staff will meet with the local staff for input and discussion to facilitate resolution. This process should ordinarily take no longer than 30 business days.
- D. Should the above approaches fail, the issue will be raised to the attention of the Pacific Northwest Region Regional Forester and the DEQ Administrator for the Water Quality Program to discuss and resolve.
- E. The U.S. Forest Service and the DEQ may jointly request assistance from other agencies or entities (such as the EPA) at any step in the issue resolution process.
- F. Both the DEQ and U.S. Forest Service will make their best efforts to resolve issues using the process identified above. The U.S. Forest Service recognizes the DEQ's authority to enforce State and Federal laws concerning water quality, and nothing in this MOU will be construed to limit that authority. Conversely, the DEQ recognizes the U.S. Forest Service's authority to manage U.S. Forest Service-administered lands consistent with the U.S. Forest Service's authorizing legislation and nothing in this MOU will be construed to limit that authority.

## VII. PRINCIPAL CONTACTS

The principal contacts for this agreement are:

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

U.S. Forest Service Project Contact  
Ryan Gordon, Assistant Director  
of Natural Resources  
1220 SW 3rd Avenue  
Portland, OR 97204  
Phone: 503-808-2922  
FAX: 503-808-2339  
E-mail: [Ryan.Gordon2@usda.gov](mailto:Ryan.Gordon2@usda.gov)

DEQ Project Contact  
Steve Mrazik, Manager  
Watershed Management Section  
700 NE Multnomah Street, Suite 600  
Portland, OR 97232  
Phone: 503-229-5325  
FAX: 503-229-6037  
E-mail : [steve.mrazik@deq.oregon.gov](mailto:steve.mrazik@deq.oregon.gov)

U.S. Forest Service Administrative Contact  
Daniel Shively,  
Director of Natural Resources  
1220 SW 3rd Avenue  
Portland, OR 97204  
Phone: 503-808-2955  
FAX: 503-808-2339

DEQ Administrative Contact  
Jennifer Wigal  
Water Quality Administrator  
700 NE Multnomah Street, Suite 600  
Portland, OR 97232  
Phone: 503-229-5323  
FAX: 503-229-5408

E-mail : [daniel.shively@usda.gov](mailto:daniel.shively@usda.gov)E-mail : [jennifer.wigal@deq.oregon.gov](mailto:jennifer.wigal@deq.oregon.gov)

- B. **NON-LIABILITY**. The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this agreement.
- C. **NOTICES**. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or DEQ is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- a. To the U.S. Forest Service Project Contact, at the address specified in the MOU.
  - b. To the DEQ Project Contact, at DEQ's address shown in the MOU or such other address designated within the MOU.
  - c. 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 DEQ from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. **ENDORSEMENT**. Any of DEQ's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of DEQ'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 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 U.S. 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 DEQ 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 there from, 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. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. DEQ is/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:

"Pacific Northwest Region of the U.S. Forest Service, Department of Agriculture, Water Quality Program."

DEQ may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. DEQ 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.

- L. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. DEQ shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- M. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. DEQ 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.”***

- N. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- O. DEBARMENT AND SUSPENSION. DEQ 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 DEQ or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, and then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- P. 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.



- Q. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through **September 2029** at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- R. 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 agreement as of the last date written below:

Leah Feldon, DIRECTOR  
Oregon Department of Environmental Quality

02/07/2025

Date

Jaqueline Buchanan, REGIONAL FORESTER  
U.S. Forest Service

Date

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

**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.

