
MEMORANDUM OF UNDERSTANDING

Between

Montana Watershed Coordination Council

&

City of Missoula Stormwater Utility

For

**Watershed Fund BSWC NPS Project Support:
Pattee Creek Riparian Restoration**

This Memorandum of Understanding dated May 26, 2022, is made and entered into between the Montana Watershed Coordination Council, Inc. (hereinafter referred to as “MWCC”) and City of Missoula Stormwater Utility (hereinafter referred to as “Grantee”) whose address is: 1345 West Broadway, Missoula, MT 59802.

Background

MWCC has obtained funding under the federal Clean Water Act Section 319 to provide funding to assist local groups supporting Big Sky Watershed Corps members that are working on implementing DEQ-accepted Watershed Restoration Plan activities in their identified watersheds.

Agreement

The parties agree that the Grantee shall complete the requirements set forth below:

1. Grantee shall execute the project submitted and approved by MWCC as detailed in the attached Scope of Work. (Attachment A)
2. Grantee shall be awarded **\$5,308.00 on a reimbursement basis**, upon submission of interim and final project reports, which shall include receipts and documentation of work completed as identified in Attachment A.
3. Grantee shall supply documentation of a minimum of 40% of total grant funds awarded in non-federal match, which can be met through state, local, and private dollars or through state, local, and private in-kind services and contributions. To come up with your match requirement, use this formula: *(319 funds requested/0.6) – 319 funds = minimum match requirement*.
4. Grantee’s BSWC member shall complete the online interim progress report provided by MWCC **on or before July 29, 2022**.
5. Grantee agrees to provide MWCC with the following information as part of the interim online reporting form:
 - a. A description of project work and project deliverables completed during the reporting period, referencing details and deliverables included in the attached Scope of Work.
 - b. A project budget, including descriptions of match funding and expenses for the reporting period. (MWCC will provide an updated budget template along with Grantee’s reporting forms.)
 - c. Receipts for Watershed Fund dollars spent on any materials, equipment, contracting, professional fees, or travel during the reporting period. (We do not

- require mileage tracking, but we do require receipts for any vehicle rentals or other travel expenses.)
6. The project must be completed by **Tuesday, November 1, 2022.**
 7. Grantee's BSWC member shall complete the online final report provided by MWCC **on or before Monday, November 7, 2022.**
 8. Grantee agrees to provide MWCC with the following information as part of the final online reporting form:
 - a. A cumulative description of *all* project work and project deliverables completed *during the life of this grant*, referencing all details and deliverables included in the attached Scope of Work.
 - b. A final project budget, including descriptions of *all* match funding and expenses *for the life of this grant*. (MWCC will provide an updated budget template along with your reporting forms.)
 - c. Receipts for Watershed Fund dollars spent on any materials, equipment, contracting, professional fees, or travel *during the reporting period*. (We do not require mileage tracking, but we do require receipts for any vehicle rentals or other travel expenses.)
 - a. Project-specific details that will allow DEQ to calculate reductions in nonpoint source pollution as a result of your project. (MWCC will provide you with the specific details required for your project.)
 - b. A description of how the BSWC member's work implemented the local WRP
 - c. Watershed Fund metrics as outlined in reporting forms. (Number of stakeholders engaged, conservation practices implemented, acres made more resilient, and linear feet of stream or lakeshore improved.)
 - d. A before-and-after analysis, incorporating before-and-after photographs from different locations and angles, as well as descriptions of site water quality concerns and any expected or observed changes to the water body. *****Before and after photos must be taken from the same angle and location, with the same level of zoom, for the before photo and the after photo. There are apps available to help with this, but using a compass, GPS, and printed copies of before photos to take after photos works well, too.**
 - e. Additional photos of project work, including photos of stakeholders interacting directly with local resources whenever possible.
 - f. Captions for all photos.
 - g. Copies of or links to any project outreach materials or earned media, including videos, project stories, blog posts, etc.
 9. Grantee shall comply with all recommendations and requirements provided by the U.S. Fish and Wildlife Service to protect the habitat of threatened and endangered species.
 10. Grantee shall notify MWCC of any tours or educational events related to the project.
 11. Grantee shall mention the MWCC Watershed Fund, Montana Department of Environmental Quality, and U.S. Environmental Protection Agency as funding partners in any project tours, outreach, marketing, signs, education, or publicity related to the project. (MWCC shall provide logos for all three organizations.)
 12. If needed or desired by either party, grantee shall work with MWCC on a press release or blog about the project.

13. This agreement is not fully executed until signed by both MWCC and the Grantee. No work may be performed under this agreement until it has been signed by both parties.
14. In the event the Grantee shall not complete the project associated with this contract, the Grantee must notify MWCC in writing.

Hold Harmless/Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Montana Watershed Coordination Council (MWCC), its directors, and employees from and against all claims, damages, losses and expenses, including the cost of defense thereof, to the extent caused by or arising out of Contractor's negligent acts, errors, or omissions in work or services performed under this MOU, including but not limited to the negligent acts, errors, or omissions of anyone directly or indirectly employed by the Contractor or any Subcontractor whose acts may be liable. MWCC agrees to indemnify and hold harmless the Contractor from and against all claims, damages, losses, and expenses, including the cost of defense thereof, to the extent caused by or arising out of MWCC's negligent acts, efforts, or omissions in work or services under this MOU, including but not limited to the negligent acts, errors, or omissions of anyone directly or indirectly employed by MWCC or any Subcontractor whose acts may be liable.

Insurance

Without limiting or diminishing the Contractor's obligation to indemnify or hold MWCC harmless, Contractor shall procure and maintain, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

Authorities and Limitations

1. This agreement is an internal agreement between the parties, including components of the parties' organizations, and does not create or confer any right or benefit on any other person or party, private or public. Nothing in this agreement is intended to restrict the authority of any party to act as provided by law or regulation, or to restrict any agency from enforcing any laws within its authority or jurisdiction.
2. This Memorandum of Understanding **shall remain in effect until December 31, 2022.**
3. All invoices and products must be submitted via the Grantee's Submittable account.
4. All communications shall be directed to:

Terri Nichols
Watershed Programs Coordinator
MWCC
terri@mtwatersheds.org
(406) 210-1217

Mackenzie Tenan
BSWC Member
Missoula Stormwater Utility
tenanm@ci.missoula.mt.us
(406) 552-6379

Ethan Kunard
MWCC
PO Box 1416
Helena, MT 59624

Date

John Engen, Mayor
City of Missoula
435 Ryman St
Missoula, MT 59802
Federal Tax ID # 81-6001293

Date

Attachment A: Scope of Work

Project Location:

Upstream: 46°50'29.78" N, 113°59'51.00" W, Downstream: 46°50'29.81" N, 114°00'27.61" W

Project Description:

This project will be the foundation of the long-term goal of restoring and revegetating throughout the entirety of Pattee Creek since “it is a stream of concern in the Bitterroot watershed” (page 49, Bitterroot WRP). It will reduce impacts of alterations in streamside and littoral vegetative covers, sedimentation, and temperature where the waterbody is channelized adjacent to residential development. The project location is within the public right of way along Pattee Creek Drive between Bancroft Street and South Higgins Avenue, coordinates 46°50'29.81" N, 114°00'27.61" W and 46°50'29.78" N, 113°59'51.00" W respectively. Per Missoula municipal code Title 12.48, landowners are responsible for maintaining boulevards within the city right-of-way. It is also proposed as a final deliverable to have private landowner agreements for future projects. Currently, private landowners are mowing too close to these riparian areas, removing riparian vegetation, and causing other streambank modifications, which are the major causes of the impairments listed. The lack of adequate riparian vegetation has resulted in insufficient filtering of road runoff, leading to sedimentation, and a lack of shading, leading to increased stream temperatures.

To address and reduce this NPS pollution, it will be necessary to provide education and outreach to local residents in regard to the current project, as well as future ones. Since private landowners are causing the impairments in the public right-of-ways along Pattee Creek Drive, this education is essential to initiate future maintenance. This will be done through informational pamphlets and Healthy Riparian guidebooks, as well as conducting a public meeting in which more possible landowner agreements will be drafted. Ecological stewardship within the community must be a focus to provide protection from current NPS pollution, as well as creating resiliency to protect from future NPS pollution. Further emphasis on community and education outreach will be demonstrated by involving community volunteers in the revegetation event to plant native plants as well as protection from browse. This project incorporates the list of recommended Projects on page 50 of the Bitterroot WRP and with its success, it will continue addressing long-term Management Measures through some of the other recommended Projects.

Project effectiveness in meeting the WRP and addressing NPS pollution will be demonstrated through a riparian assessment using the USDA Natural Resource Conservation Service’s (NRCS) Riparian Assessment methodology. This method was recently used to assess nearby Grant Creek and design a restoration plan. This assessment considers the geomorphic, vegetative, and function of the riparian area. Using a numeric scale, results are scored to determine if this riparian area is “sustainable”, “at risk”, or “not sustainable.” With the help of the Missoula Conservation District, the BSWC member will conduct this assessment and also collect data on foot bridges that residents use to cross the creek and are common along Pattee Creek Drive. These bridges have immense impacts on the integrity and stability of the creek. Data that will be collected includes measurements, type, and structure condition. Collected data will be stored within a GIS database to be used for future infrastructure projects. The NRCS Riparian Assessment and bridge data will help managers understand the restoration needs of Pattee Creek

aimed to reduce TSS and Chloride loads into the impaired Bitterroot River. The overall project will also provide a baseline to determine the success of riparian restoration efforts.

The Missoula Valley Water Quality District (MVWQD) previously conducted ecological assessments of Pattee Creek, but only water quality assessments measuring total suspended solids (TSS) and Chloride were published in the Bitterroot Watershed Restoration Plan. MVWQD now considers Pattee Creek as a stream of concern, but further assessment is needed to understand the full spectrum of issues on the creek.

Project Implementation Details:

Task #1 (descriptive name): Landowner Outreach
Completion Date (month/year): June 2022
Anticipated Deliverables
Deliver at least 30 pamphlets to homeowners along Pattee Creek Drive and Bancroft Street (May-June)
Lead at least 1 public meeting (May-June)
Engage and educate at least 10 community members to attend the meeting (May-June)
Identify and engage at least 4 private property owners to revegetate streambank for current project (May-June)
Identify and engage at least 4 additional private property owners to revegetate streambank for future areas (May-June)
Task #2 (descriptive name): Draft and Finalize Landowner Agreements
Completion Date (month/year): June 2022
Anticipated Deliverables
Enter into at least 1 private landowner agreement so they are able to maintain scoped project area within the City right-of-way after revegetation project is complete, in hopes of drafting more for other areas (May-June)
Enter into at least 2 additional private landowner agreements for riparian restoration for future projects (June)
Task #3 (descriptive name): Assess Baseline Ecological Conditions
Completion Date (month/year): July 2022
Anticipated Deliverables
Assess the .5 mile stretch of existing riparian vegetation along Pattee Creek Drive using the USDA NRCS Riparian Assessment
Assess, collect, and map data on the 15 foot bridges that cross the creek using GIS
Task #4 (descriptive name): Revegetate Streambank
Completion Date (month/year): October 2022
Anticipated Deliverables
Recruit at least 5 community volunteers for planting (August, September)
Recruit at least 20 volunteer-hours of planting (August, September)
Revegetate at least 100 feet of streambank adjacent to homeowner properties (October)
Plant at least 125 native plants, such as willows and red-osier dogwoods (October)
Protect at least 25 plants from browse (October)

Proposed budget:

Line Item	Funds Requested	Estimated Nonfederal Cash Match	Estimated Nonfederal In-Kind Match	Total Project Cost
Personnel	\$978.00	\$0.00	\$3,600.00	\$4,578.00
Materials and Equipment	\$4,000.00	\$0.00	\$0.00	\$4,000.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Contracting and Professional Fees	\$0.00	\$0.00	\$0.00	\$0.00
Project-Related Education & Outreach	\$330.00	\$0.00	\$176.00	\$506.00
Other (Please specify)	\$0.00	\$0.00	\$50.00	\$50.00
Totals	\$5,308.00	\$0.00	\$3,826.00	\$9,134.00

ATTACHMENT B

As a condition to approving any contract, the City of Missoula requires that the following non-discrimination language be located in all contract documents:

NON-DISCRIMINATION. All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation or gender identity/expression, except where these criteria are reasonable bona fide occupational qualifications.

AFFIRMATIVE ACTION POLICY. Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

The City's Affirmative Action Policy Statement is:

The Mayor of the City of Missoula or the Mayor's designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, sexual orientation, gender identity or expression or marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an "affected" class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees and applicants.