

**Memorandum of Understanding between the
United States Environmental Protection Agency,
the Alabama Department of Environmental Management
and Alabama Agricultural and Mechanical University**

I. Common Agreements and Principles

A. This is a voluntary agreement between the Alabama Agricultural and Mechanical University (AAMU), the Alabama Department of Environmental Management (ADEM), and the United States Environmental Protection Agency Region 4 Office (EPA Region 4) (collectively known as the Parties), by which AAMU is designated a Center of Excellence for Watershed Management. AAMU includes affiliations with AAMU academic units, Department of Natural Resources and Environmental Sciences (NRES), Environmental, Soil and Water Science Program (ESWS), AAMU Cooperative Extension System, Alabama Agricultural Experiment Station, Tennessee Valley Authority (TVA), Alabama Water Watch, and other interested parties associated with AAMU. Partnerships with and support of the Alabama Clean Water Partnership (ACWP) will be integral in achieving goals and deliverables outlined in this agreement. The terms of this Memorandum of Understanding (MOU) shall apply to training and technical assistance to build the capacity of local governments and stakeholder associations committed to improving and maintaining the natural and economic resources of their watersheds.

B. AAMU, ADEM, and EPA Region 4 agree that the primary purpose of the Center of Excellence for Watershed Management Program is to utilize the diverse talent and expertise of colleges and universities in various geographic areas to provide hands on, practical products and services to help communities identify watershed-based problems and develop and implement locally-sustainable solutions. In Alabama, the ACWP will be utilized as a resource in the development and implementation of watershed management plans.

C. As a Center of Excellence for Watershed Management, AAMU, as well as ADEM and EPA Region 4, will actively seek out local stakeholders that need cost effective technical tools for scientific support, engineering support, and information technology, as well as assistance with legal issues, project management, outreach and education, and watershed planning. These local agencies and organizations may also need assistance in developing legal authorities for activities such as permitting, enforcement, contracting, sustainable financing, land-use planning and resource management.

D. Although AAMU is encouraged to work closely in watersheds within their geographic area of influence, AAMU, in consultation with ADEM and EPA Region 4, agrees to work in watersheds that have been identified as high priority. AAMU will collaborate with the appropriate EPA Region 4 State Watershed Coordinator and ADEM watershed liaison to identify opportunities in particular priority watersheds.

E. AAMU, ADEM and EPA Region 4 agree that establishing and maintaining State and community confidence in the Center of Excellence for Watershed Management Program is critical to achieving each organization's goals. Therefore, AAMU will make every effort to provide outstanding customer service and be seen as a premier local resource for watershed planning and management assistance within its geographic area of influence.

F. AAMU, ADEM and EPA Region 4 agree that membership in the larger Center of Excellence for Watershed Management Network is essential to the cooperative effort to achieve the shared goals

stated above. By joining the Center of Excellence for Watershed Management Program, AAMU will participate within the larger network of Center of Excellence for Watershed Management institutions. Participation may include, but not be limited to, attendance at network meetings, collaboration on special projects, and sharing of unique skills and expertise with other Center of Excellence for Watershed Management institutions.

G. EPA Region 4 has broad authority to cooperate with other federal, state, local and interlocal agencies, non-profit institutions and higher education institutions to coordinate research, investigations, experiments, training, demonstrations, survey, public education programs, and studies relating to the reduction, elimination, and prevention of land, air, and water pollution under the following statutory authorities: Resource Conservation and Recovery Act § 8001(a)(5), 42 U.S.C. § 6981(a)(5); Clean Air Act § 103(a)(2) and (b)(2), 42 U.S.C. §§ 403(a)(2) and (b)(2); Clean Water Act Section 104(b), 33 U.S.C. § 1254(b); Marine Protection, Research, and Sanctuaries Act Section 203(a), 33 U.S.C. § 1443(a).

II. Definitions

A. ***Geographic Area of Influence:*** Geographic area in which AAMU traditionally works or has authority to work (i.e., within an entire state).

B. ***Local Stakeholders:*** An individual, governmental entity, non-governmental organization, or other group living or working within, or in close proximity to, a particular watershed which is or can be affected by the actions taken to restore or protect the watershed.

C. ***Priority Watershed:*** Watersheds selected by EPA Region 4 and/or ADEM to focus their resources for the protection and restoration of waters.

D. ***Under-served Populations:*** Low income, isolated, rural and/or minority populations that are traditionally excluded from or experience barriers related to environmental and watershed protection/restoration information and activities.

E. ***Watershed Sustainability:*** Ability to ensure the long-term quality and beneficial uses of water resources while reducing adverse impacts on society, the environment, or the economy. Successful sustainable watershed activities include the creation and maintenance of effective partnerships, use of long term monitoring and evaluation to reset and adjust measurable restoration practices, continued emphasis on ecological protection, development of dependable and consistent funding sources, and replication of successful strategies to other watershed locations.

III. Effective Date of MOU and Duration

A. This MOU shall be effective when signed by EPA Region 4, ADEM and AAMU.

B. This MOU shall remain in force for five (5) years or until such time as EPA Region 4 institutes new specifications or discontinues the Center of Excellence for Watershed Management Program. The Parties agree that as scientific knowledge and technologies improve, it may become desirable to change the specifications included in this MOU in order to keep the Center of Excellence for Watershed Management Program responsive and to maintain its integrity.

C. This MOU can be terminated by AAMU, EPA Region 4 or ADEM at any time, and for any reason, with no penalty.

IV. Center of Excellence for Watershed Management Responsibilities

A. AAMU agrees to appoint a responsible representative as liaison with EPA Region 4 and ADEM for the Center of Excellence for Watershed Management Program and to notify EPA Region 4 and ADEM within one (1) month of any change in that liaison. (See Attachment A.). EPA Region 4 and ADEM will send all MOU-related materials, annual reports, and other correspondence to that liaison.

B. Prior to joining the Center of Excellence for Watershed Management Program, AAMU demonstrated to the satisfaction of EPA and ADEM, that it has the capacity and capability to identify and address the needs of the local stakeholders and that it has support at the appropriate levels of the university.

C. AAMU will engage students (graduate and undergraduate), faculty and staff from the full suite of disciplines needed to adequately address specific watershed issues. When needed, AAMU will also draw upon other local, state, federal and Center of Excellence for Watershed Management Network resources and expertise to minimize “reinventing the wheel.”

D. In addition to helping build local stakeholder and government capacity, AAMU will also build its capacity to teach environmental and watershed management approaches to both traditional and nontraditional students.

E. AAMU will pay special attention to local stakeholders which also represent under-served populations in watershed communities and, when possible, seek ways to work with these unique populations.

F. AAMU will seek out the appropriate resources and funding needed to maintain the sustainability of their organization and the services provided to local communities.

G. AAMU will contact the EPA Region 4 Center of Excellence for Watershed Management liaison (see Section V) and/or the ADEM watershed liaison (see Section VI) to report any systemic problems experienced by local stakeholders, which may be better addressed with EPA Region 4 and/or ADEM assistance.

H. AAMU will provide to EPA Region 4 and ADEM an annual report on its activities and progress toward achieving the expected measurable results under this MOU (see paragraph IV(I)). The report will include any collected data and information that supports the work done and resulting improvements to watershed protection and restoration. The annual report should also include any customer feedback or recommendations that could help improve the Center of Excellence for Watershed Management Program and ensure its relevance to on-the-ground watershed activities. The report should be sent to the EPA Region 4 Center of Excellence for Watershed Management liaison and ADEM (see Section V) by September 30th of each year. Upon completion or termination of this MOU, AAMU will provide EPA Region 4 and ADEM a final report that meets the requirements of paragraph IV(I) of this MOU.

I. Measurable Results Requirements under the Center of Excellence for Watershed Management Program

1. Identify all local stakeholders receiving assistance from AAMU and a complete description of the assistance provided. AAMU shall make a good faith effort to provide assistance to at least ten (10) local stakeholders during the term of this MOU.
2. Summarize customer feedback based upon the services provided by AAMU. At the completion of each project, AAMU will collect customer feedback regarding the services that it has provided, including any suggestions for improving such services or the Center of Excellence for Watershed Management program.
3. Assist in the development of at least five (5) Watershed-Based Plans that meet EPA's and ADEM's Guidelines for the Clean Water Act 319 Program.
4. Assist in the implementation of at least one (1) Watershed-Based Plan (that meets EPA's and ADEM's Guidelines for the Clean Water Act 319 program) such that the actions in the Plan are completed or substantially underway.
5. To the extent practicable, AAMU shall include in its reports the estimated pounds of pollution reduced or prevented from entering a waterbody or the environment as a result of its participation as a Center for Excellence in Watershed Management.

J. Proper Use of the Center of Excellence for Watershed Management Program and Center of Excellence for Watershed Management Network Name

1. AAMU understands that participation in the Center of Excellence for Watershed Management Program does not constitute an endorsement by EPA or ADEM of AAMU or its products or services.
2. If either EPA Region 4 or AAMU terminates this MOU, AAMU will no longer be entitled to make reference to the Center of Excellence for Watershed Management Program so as to convey continuing involvement in the program.
3. AAMU shall not make any misleading statements that imply that data, reports or any other products or services are approved or certified by EPA, EPA Region 4, or ADEM (i.e. AAMU shall not make any claims such as "this report is EPA or ADEM approved" or "these data are EPA or ADEM certified.")
4. AAMU agrees that it will not use the EPA Logo on any documents or websites, or create any internet links to EPA websites, without first getting written permission from EPA Region 4 to do so.

K. Environmental stewardship is an integral part of EPA's Strategic Plan. Goal 5 of the Plan states, "Stewards of the environment recycle wastes to the greatest extent possible, minimize or eliminate pollution at its sources, and use energy and natural resources efficiently to reduce impacts on the environment." AAMU will implement stewardship within its daily operations, and to the extent practicable, promote environmental stewardship throughout the university. Stewardship practices include, but are not limited to, the implementation or use of: an Environmental Management System; green meeting practices; environmentally preferred purchasing practices (including EnergyStar and WaterSense products); waste reduction initiatives; low-impact stormwater management; green

buildings; and, climate change action plans. Additional stewardship practices can be found in Executive Order 13423, signed by President Bush in January 2007.

V. EPA Region 4 Responsibilities

A. EPA Region 4 will to designate a single liaison for the Center of Excellence for Watershed Management Program and to notify AAMU within one (1) month of any change in such liaison designation (See Attachment A). AAMU and ADEM will send all MOU-related materials, annual reports, and other correspondence to that liaison.

B. EPA Region 4 has designated a Watershed Coordinator for Alabama and will notify AAMU within one (1) month of any change in the Watershed Coordinator. AAMU will collaborate with the EPA Region 4 Watershed Coordinator for Alabama on issues specific to particular watersheds within the state.

C. EPA Region 4 reserves the right to review the work and products produced by AAMU as part of their participation in the Center of Excellence for Watershed Management Program. This review is to ensure that AAMU continues to meet the needs of local stakeholders and maintains high scientific and technological standards.

D. EPA Region 4 will promote the Center of Excellence for Watershed Management Program and encourage local stakeholders and governments to utilize the assistance provided by AAMU.

E. EPA Region 4 will provide AAMU with recognition for its work to protect watersheds through participation in the Center of Excellence for Watershed Management Program.

F. EPA Region 4 will provide technical assistance to help AAMU promote and implement environmental and watershed sustainability principles within daily operations, and to the extent practical and as resources allow, throughout the university.

G. EPA Region 4 agrees that activities conducted under this MOU can assist programmatic initiatives, priorities, and resource commitments of ADEM.

VI. ADEM Responsibilities

A. ADEM will support the Center of Excellence for Watershed Management Program. ADEM will provide technical expertise and assistance, as available, to help address issues within specific watersheds.

B. ADEM will designate a single watershed liaison for the state and to notify AAMU and EPA Region 4 within one (1) month of any change in liaison designations.

C. ADEM reserves the right to review the work and products produced by AAMU's part of their participation in the Center of Excellence for Watershed Management Program. This review is to ensure that AAMU continues to meet the needs of state and local stakeholders and maintains high scientific and technological standards.

VII. Conflict Resolution

A. Each signatory agrees to exercise good faith as a general principle for resolving conflicts arising under the Center of Excellence for Watershed Management Program.

B. The Parties agree to informally notify each other if a conflict arises and work cooperatively to resolve such conflict at the staff level. If a conflict is not resolved at the staff level, the parties agree to elevate the conflict to the next management level. Only after the parties have been unable to resolve any conflict at a supervisory management level may a conflict be elevated to the Parties for mutual resolution. The parties agree that nothing in this MOU creates any enforceable obligations or rights that may be pursued in any state or federal lawsuit or other proceeding.

C. AAMU agrees to work professionally with other institutions in the Center of Excellence for Watershed Management Network. Conflict between AAMU and another institution related to the Center of Excellence Program, should be addressed between those specific institutions. However, if a reasonable agreement cannot be reached, EPA Region 4 will evaluate the situation and determine the appropriate course of action to resolve the conflict. If the proposed course of action impacts the conditions of this MOU, EPA will consult with ADEM before making a final decision.

D. Procedure for Addressing Substandard Services

1. If EPA, EPA Region 4, or ADEM receives information that AAMU is not meeting the conditions of this MOU, then EPA Region 4, after consultation with ADEM, will notify AAMU and attempt to address and resolve the matter informally.

2. If these informal discussions do not produce a mutually agreeable resolution, EPA Region 4, after consultation with ADEM, will evaluate the situation and determine the appropriate course of action.

VIII. Freedom of Information Act and Confidential Business Information

The Parties understand that any requests for information provided by AAMU to EPA Region 4 and ADEM will be treated by EPA Region 4 as subject to the federal Freedom of Information Act and by ADEM under applicable state laws, regulations and policies regarding access to public information. Information in the custody and control of AAMU or ADEM is not subject to release or disclosure under the federal Freedom of Information Act.

IX. Intellectual Property

The Parties agree that any copyrightable subject matter, including but not limited to journal articles, training, educational or informational material or software, created jointly by the Parties as a result of the activities conducted under the MOU may be copyrighted by AAMU. AAMU hereby grants to EPA, EPA Region 4 and ADEM a royalty-free, nonexclusive, irrevocable right to reproduce, distribute, make derivative works, and publish or perform the work(s) publicly, or to authorize others to do the same on its behalf.

X. Endorsements

The Parties agree that this MOU does not constitute an endorsement or approval of any of the Parties to this MOU, any third-part, or processes, devices or control strategies that may result from this MOU by EPA or ADEM and cannot be advertised as such. However, the Parties to this MOU may mention that they have entered into this MOU with EPA Region 4 and ADEM to accomplish the mutually beneficial elements of this MOU.

XI. Expenditure of State, Federal or University Funds

Nothing in this MOU will obligate any parties to expend any explicit amount of their base operating budgets to implement activities or programs. It is understood that the expansion of programs and activities related to this MOU by AAMU will be "subject to funding" which can be obtained from extramural sources.

The Parties agree that this MOU does not create a requirement for EPA Region 4 or ADEM to expend appropriated funds to pay any other party to this MOU or to any third-part. If EPA Region 4 or ADEM elects to spend appropriated funds on any item, service, or contract to further the purposes of this MOU, EPA Region 4 or ADEM will do so only through a validly issued contract, grant, cooperative agreement, or interagency agreement.


The Parties agree that if EPA Region 4 or ADEM issues a contract, grant, cooperative agreement, or interagency agreement to further the purposes of this MOU, such contract, grant, cooperative agreement, or interagency agreement will control in the event that this MOU is inconsistent with any term or condition of any contract, grant, cooperative agreement or interagency agreement.

XII. Savings

Nothing in this MOU exempts any of the parties from any applicable requirement of a federal, state, or local environmental statute or regulation or any recordkeeping requirements applicable under federal, state or local laws.

The undersigned hereby execute this Memorandum of Understanding on behalf of their organizations. The signer of this MOU affirms that he/she has the authority to commit AAMU to participation in the Center of Excellence for Watershed Management Program.

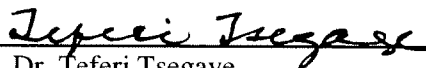
For the U.S. Environmental Protection Agency Region 4:

By:  1/29/09
A Stanley Meiburg
Acting Regional Administrator, Region 4
Date

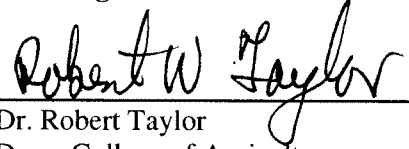
For the Alabama Department of Environmental Management:

By:  1/29/09
Onis "Trey" Glenn, III
Director
Date

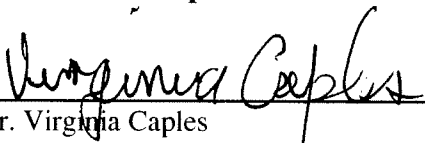
For Alabama A&M University Department of Natural Resources and Environmental Sciences:

By:  1/29/09
Dr. Teferi Tsegaye
Chair, Natural Resources and Environmental Sciences
Date


For School of Agriculture and Environmental Sciences, Alabama A&M University:

By:  1/29/09
Dr. Robert Taylor
Dean, College of Agriculture
School of Agriculture and Environmental Sciences
Date

For Alabama A&M Cooperative Extension System:

By:  1/29/09
Dr. Virginia Caples
Administrator, AAMU Cooperative Extension System
Date

For Alabama A&M University:

By:  1/29/09
Dr. Beverly Edmond, Interim President
Alabama A&M University
Date

ATTACHMENT A. Please complete and return with the signed Memorandum of Understanding.

EPA Region 4 Liaison:

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Alabama A&M University

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Program Coordinator