

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U.S. GEOLOGICAL SURVEY
AND
U.S. ENVIRONMENTAL PROTECTION AGENCY
FOR THE
COOPERATIVE MAINTENANCE AND ENHANCEMENT OF
THE WATER QUALITY PORTAL

**Memorandum of Understanding
between the
U.S. Geological Survey
and
U.S. Environmental Protection Agency
for the
Cooperative Maintenance and Enhancement of
The Water Quality Portal (WQP)**

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to extend the arrangement between the U.S. Geological Survey (hereinafter referred to as USGS) and the Environmental Protection Agency (hereinafter referred to as EPA), together referred to as the Parties, to cooperatively maintain and enhance the Water Quality Portal (WQP). These activities will be coordinated by the National Water Quality Monitoring Council's (NWQMC) Water Information Strategies (WIS) workgroup along with input from the USGS and the EPA.

This MOU will continue our existing efforts to make water quality monitoring data accessible to the public via the Water Quality Portal (WQP). Data from the USGS's National Water Information System (NWIS), EPA's Water Quality Exchange (WQX), and data that predated WQX that were available from the now retired Storage and Retrieval (STORET) Data Warehouse will remain available to users through the WQP. The WQP has been successful in offering a common location for the discovery and download of water quality monitoring data, and it has become the premier source for disseminating water quality data. The WQP is the only means for accessing water quality monitoring data published through WQX and therefore it is essential the WQP functions and is maintained uninterrupted to ensure programmatic integrity. EPA plans to continue to support the Water Quality Exchange (WQX) as the means for EPA and EPA partners (states, tribes, other federal and local agencies) to publish data to the WQP.

This MOU also includes goals to increase the ease of use of the WQP, the quantity (number) of data partners and data records, the quality (e.g., QA/QC) of the available data, and the utility of the data through tools to improve data discovery and analysis.

II. BACKGROUND

The Water Quality Exchange (WQX) provides the means and the format for submitting data to the Data Warehouse and publishing that data to the WQP. The Data Warehouse contains over 275 million water quality records of physical, chemical, biological, habitat, metrics, and index data collected by 400 data owners representing federal, state and tribal agencies, watershed groups, universities, and other organizations. These data are of documented quality and include relevant metadata.

The NWIS is the USGS's principal repository of water resources data, and it includes data from more than 1.5 million sites in the US and its territories. The database provides data to organizations managing water resources, including data on the occurrence, quantity, quality, distribution, and movement of surface and underground waters.

The WQP is a cooperative service sponsored by USGS, EPA and the NWQMC. The WQP combines physical, chemical and biological water quality results data from multiple data sources at one location and serves the data out in a single format. This format is WQX, thus WQX serves as the format to both publish to and retrieve data from the WQP.

The WQP provides a single, user friendly web interface to access more than 380 million water quality data records collected by federal agencies including USGS and EPA, state, tribal agencies and other water partners. These data are of documented quality and include relevant metadata. Serving water quality data in a single format, from one common portal, makes the data easier to use and therefore increases its use by scientists, policy-makers and the public in analyzing, reporting and making decisions on the nation's water resources.

The Parties' coordination and cooperation within this MOU is undertaken to improve service to the public, reduce duplication of efforts in providing water quality monitoring data and promote the sharing of data through a common format.

III. AUTHORITIES

This MOU is entered into by the USGS under the authorities provided by The Organic Act of March 3, 1879, as amended, 43 U.S.C. 31 et seq., and 43 U.S.C. 36c. EPA authority for the activities discussed in this MOU are provided in Clean Water Act Sections 104(a) and (b), 33 U.S.C. 1254(a) and (b). When applicable, any further agreements that implement specific activities under this MOU will be pursuant to the authorities and policies governing such agreements, in accordance with Section VIII of this MOU.

IV. SCOPE

This MOU describes how the Parties will coordinate in activities involving the *Cooperative Maintenance and Enhancement of the Water Quality Portal*. The activities covered by this MOU will be of mutual interest and benefit within, but not limited to, the following areas.

THE PARTIES RESOLVE TO:

Utilize user community stakeholder groups including the WQX user community, the National Water Quality Monitoring Council, and Water Quality Listening sessions along with input from EPA and USGS staff to provide strategic and technical guidance, monitor progress, plan new actions, and publish consistent information on the WQP website explaining this collaboration between the Parties.

- Additionally, assure the accomplishment of the primary objectives of this collaboration that include:

- Coordinating stewardship roles and responsibilities to ensure the long-term integrity of the WQP
- Communicating on a regular basis – to ensure appropriate support and service are provided to the WQP users to avoid duplication of effort and to ensure continuity of service and smooth transition for users under new stewardship paradigms
- Utilizing the most effective data transfer tools available to share and refresh data
- Maintaining web-based tools to facilitate user inquiries and to communicate the value and sources of the WQP to the user community via electronic media
- Collaborating to the degree possible and practical within the confines of the respective agency policy, procedure, funding, and resources
- Expanding the WQP data to include all data types and elements that were served out only through the retired STORET Data Warehouse (i.e. metrics, indices, habitat, the full set of biological data, and documents attached to the data).
- Determining a path forward for integrating discrete WQP data with standards-based sensor data collected by the USGS, EPA, and its cooperators

V. RESPONSIBILITIES

The Parties will continue to maintain open communication and coordination to facilitate a cooperative working environment to support current agency missions as they relate to the cooperative collection of water quality monitoring data. EPA and USGS will provide leadership and program oversight along with input from the user community stakeholder groups for the cooperative activities conducted under this MOU. This MOU will be coordinated through the Standing EPA/USGS Interagency Coordinating Committee.

VI. IMPLEMENTATION

Specific activities to be conducted under this MOU and the method of their implementation will be determined on a case-by-case basis by the Parties in consideration of the merit, existing commitments, projected schedules, available funding and personnel resources, and other relevant factors.

As appropriate, implementation of additional activities under this MOU will be outlined in separate agreements, such as, but not limited to, Interagency Agreements, Innovative Partnerships, Work share, or Data Sharing Agreements, as well as annual work plans which generally will be reviewed and approved by the oversight committee each year. These plans will be coordinated through mutual agreement between the Parties and independently authorized by appropriate statutory or other authority. As appropriate, the agreements implementing additional activities should be made attachments to this MOU. Each agreement should describe the project or activity agreed upon in regard to its objectives, scope, responsibilities of the Parties, project schedule, deliverables, and funding.

VII. FINANCIAL ARRANGEMENTS

This MOU defines the general terms upon which the Parties will cooperate. All commitments made by EPA and USGS are subject to the availability of appropriated funds and budget priorities. This MOU is neither a fiscal nor a funds obligation document and, as such, does not constitute a financial commitment on the part of either Party. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the Parties will be handled in accordance with applicable laws, regulations, and procedures, including those for Government procurement and printing. Any such endeavors will be outlined in separate agreements, including work plans or statements of work, which should be made in writing and should be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

VIII. DISCLAIMERS

This MOU is a voluntary agreement that expresses the good-faith intentions of the Parties, is not intended to be legally binding, does not create any contractual obligations, and is not enforceable by any party.

This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity, by persons who are not party to this agreement, against USGS or EPA, their officers or employees, or any other person. This MOU does not apply to any person outside of USGS and EPA.

The Parties to this MOU make no express or implied endorsement or warranty as to the accuracy, completeness, or suitability for any particular purpose of any data, products, or services prepared, exchanged, or made available under this MOU. Any applications of, or conclusions drawn from, these data, products, or services are the responsibility of the user.

IX. PUBLICATIONS AND RELEASE OF INFORMATION

The Parties intend to document and make available the activities conducted or scientific data developed under this MOU to the general scientific community through publication in appropriate journals or other established channels as soon as it is practical while adhering to good scientific practices. Publications documenting cooperative efforts may be prepared by either Party, or jointly, but both Parties should have an opportunity to review, edit, and approve manuscripts prior to publication. In the event such reports or publications are copyrighted, each Party shall have a royalty-free, nonexclusive, irrevocable right under the copyright to reproduce, distribute, make derivative works, publish and use such copyrighted work for its own purposes or to authorize others to do the same on its behalf.

Release of information will be consistent with each Party's applicable regulations and guidelines pertaining to the availability and distribution of data and information. Releases of general information to the public may be made by the appropriate Party with respect to its own portion of

the project/cooperation as desired. The Parties should seek to consult with each other prior to any such releases that reference the other Party's participation, consistent with the Parties' respective applicable laws and policies.

The Parties agree that sharing credit is mutually beneficial, and will assure that appropriate citation and attribution, including the use of official agency visual identifiers, is given for work performed under this MOU. Specific use of an agency logo or seal, however, will require advance approval by that Party.

X. PARTICIPATION IN SIMILAR ACTIVITIES

This MOU in no way restricts any of the Parties from participating separately in similar activities with other public or private agencies, organizations, and individuals, including other activities between the Parties.

XI. EFFECTIVE DATE, REVIEW, MODIFICATION, AND TERMINATION

This MOU shall take effect upon the date of the last signature and shall remain in effect for a period of five (5) years from that date. This MOU may be reviewed annually or at the request of either Party. This MOU may be modified at any time through the mutual written consent of the Parties. The Parties may terminate this MOU at any time by mutual written agreement of the Parties or by either Party through written notice to the other party at least ninety (90) days in advance of the desired termination date.

This MOU supersedes the USGS/EPA MOU for the Cooperative Maintenance and Enhancement of the Water Quality Portal (https://www.epa.gov/sites/production/files/2019-12/documents/usgs_epa_wqp_mou_20180620signedusgs.pdf) last updated on June 20, 2018, which in turn superseded the USGS/EPA Agreement on the Management of Water Quality Data (https://www3.epa.gov/storet/usgs_memo.html) initially established on February 25, 2003.

XII. POINTS OF CONTACT

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XIII. APPROVALS

U.S. Geological Survey

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