MEMORANDUM OF UNDERSTANDING Between the U.S. GEOLOGICAL SURVEY and the NATIONAL PARK SERVICE

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to provide the terms and conditions under which the National Park Service (NPS) will cooperate with the U.S. Geological Survey (USGS) in the National Water-Quality Assessment (NAWQA) Program. The program began its full implementation phase with 20 study units in fiscal year 1991, with additional water-quality assessments scheduled to begin in 20 study-units in fiscal year 1994. The final 20 study units are scheduled to begin in fiscal year 1997.

II. Authorities

The authority for entering into this MOU for the USGS is Public Law 99-591 which provides permanent authority to USGS to "prosecute projects in cooperation with other agencies, Federal, State, and private". The authority for the NPS is the Organic Act (Act of August 25, 1916, U.S.C. 1, <u>et seq.</u>).

III. Background

The mission of the USGS includes the assessment of the quantity and the quality of the water resources of the Nation to provide information for resource managers, policymakers and regulators at the Federal, State, and local levels. The mission of the NPS is to protect and to preserve the resources of units of the National Park System for the enjoyment by future generations. The USGS through its NAWQA Program is describing the conditions and trends of the Nation's ambient water quality. The NPS, through its Watershed Protection and Resource Inventory and Monitoring Programs, seeks to know the condition and trends of its surface- and ground-water resources, and to protect and manage those resources as integral components of park ecosystems. In order to enhance its capability in achieving this mission, the NPS is seeking, through a Cooperating Agency Water-Quality Monitoring budget initiative, increased involvement of the NAWQA Program in units of the National Park System.

The USGS presently is preparing to initiate NAWQA investigations in an additional 20 study-unit basins throughout the Nation in 1994. Approximately 25 NPS units which are in need of physical, chemical, and biological water-quality information lie within the NAWQA study units. Included on this list is Everglades National Park in the South Florida NAWQA study unit. In addition, other NPS units are facing water-quality issues that should be addressed by NAWQA assessments. NAWQA assessment activities in these NPS units can be enhanced by formally communicating and coordinating NPS water-quality issues and needs with the USGS and by mutually designing park-specific NAWQA investigations.

IV Scope of Work

Where it is mutually agreed upon in a fully implemented NAWQA Program, the NPS would:

• Participate on NAWQA study-unit teams where the study basin includes one or more NPS units for the purposes of planning and conducting NAWQA assessments of the physical, chemical, and biological quality of NPS water

resources.

- Facilitate the exchange of previous water-resources investigations conducted by the NPS that could be beneficial to specific study-unit investigations in the NAWQA Program.
- Assist in locating and establishing monitoring locations in NPS units to serve as pristine reference sites for NAWQA ecological assessment and monitoring activities.
- Assist in preparing regional and national syntheses of water-quality information and reports as they relate to NPS units.
- Participate on technical advisory committees that will be convened as needed to make recommendations to the USGS on emerging national or regional issues that should be addressed by the NAWQA Program.

V Agreements

- A. Both parties agree to:
- Develop individual agreements between the NPS and the USGS for NPS units and NAWQA study units where mutually beneficial.
- Cooperate in the development and preparation of annual work plans for each NAWQA study unit that encompasses one or more NPS units that will outline the scope, magnitude, timing, costs and prioritization of activities that directly relate to the assessment of water quality in NPS units. Headquarters and regional personnel from the USGS; and park, region, and Washington Office personnel from the NPS will assemble these plans.
- Meet at least annually to review the progress of work and to discuss the scope and financing of activities in the next planning cycle.

B. NPS agrees to:

- Collaborate with the USGS in the development of an Action Plan for NPS units within 1995 NAWQA study-unit basins that identifies the NPS units, their water-quality concerns and issues, and recommendations on how investigations can be best implemented to address those issues within the framework of the overall study-unit goals and objectives.
- Collaborate with the USGS in project planning, collecting, analyzing, and interpreting technical information and data for NPS units.
- To submit budget initiatives for funding through the NPS Resource Management Directorate for reimbursement of NPS-related USGS NAWQA

assessment and monitoring efforts.

- To coordinate the involvement of NPS representatives in the NAWQA Program.
- C. USGS agrees to:
- Provide scientific and technical personnel, supplies, and equipment to accomplish activities that are jointly identified for NPS units in the study-unit. work plans. Procedures for reimbursement, where appropriate, will be described in subsequent exchanges of memoranda between NPS and USGS.
- Provide the NPS with provisional data when specifically requested by the NPS Water Resources Division.
- Provide technical assistance to NPS management on water resources management issues which are the subject of USGS water-quality investigations.

VI. Implementation

Each agency will identify an individual who will serve as the principal point of contact to implement this agreement and coordinate the review of planning documents, protocols, and participation on technical advisory committees. The individual serving in that capacity for the NPS will be located with NAWQA staff at the USGS National Headquarters in Reston, VA. Where necessary, support for either agency will be negotiated based on the magnitude of commitments and personnel ceilings. Personnel exchange policies and procedures (e.g., job description, supervision, performance standards, and position location) will be described, as needed, in separate memoranda between NPS and USGS.

VII. Terms of Agreement

This MOU, when accepted in writing by both parties, shall remain in effect for a period of five (5) years from the date of the last signature. This MOU may be reviewed annually and revised upon agreement by both parties. This MOU may be renewed if it is determined by both parties to be advantageous to do so provided that both parties agree to such terms prior to the expiration of the MOU.

VIII. Termination

This agreement may be terminated by either agency by providing written explanation and at least 90 days notice of termination to the other agency.

IX Publications

Publications documenting cooperative efforts may be prepared by either agency, or jointly, provided that both agencies have an opportunity to review manuscripts prior to publication. To the extent possible, decisions involving authorship and review of reports will be addressed during the preparation of work plans. Should differences of viewpoint occur, an effort will be made to reconcile them. However, this shall not prohibit either agency from publishing the data provided it assumes sole responsibility and gives appropriate credit to the other agency.

Authorized Representatives

USGS:	Chief, National Water-Quality Assessment Program Water Resources Division 413 National Center
	Reston, Virginia 22092
NPS:	Associate Director, Natural Resources National Park Service Room 3127, Main Interior Building Washington, D.C. 20240

XI. Approval

Approved and Accepted for USGS:

Approved and Accepted for NPS:

(Signed Original on File)

(Signed Original on File)

By:

Robert M. Hirsch Acting Director, USGS

Date: January 25, 1994

By: John Reynolds Deputy Director, NPS

Date: January 25, 1994