

MEMORANDUM OF AGREEMENT
Between the
U.S. GEOLOGICAL SURVEY
and the
U.S. FISH AND WILDLIFE SERVICE

I. Purpose

The purpose of this Memorandum of Agreement (MOA) is to provide the terms and conditions under which the U.S. Fish and Wildlife Service (FWS) will cooperate with the U.S. Geological Survey (USGS) in the National Water-Quality Assessment (NAWQA) Program. The program is presently in a pilot phase, and plans are being developed to proceed to full implementation in fiscal year 1991.

II. Background

The mission of the USGS includes assessment of the quantity and the quality of the water resources of the Nation to provide information that will assist resource managers and policymakers at the Federal, the State, and the local levels in making sound decisions. The mission of the FWS is to conserve, protect, and enhance fish and wildlife and their habitats for the continuing benefit of people. For example, the USGS through its NAWQA Program is describing the conditions and trends in ambient water quality, whereas the FWS, through its National Contaminant Biomonitoring Program, is focusing on the conditions and trends of contaminant levels in fish and wildlife. The FWS also evaluates the effects of contaminants on fish and wildlife using a variety of other bioassessment methodologies through its research and operations activities. The FWS has maintained a National Contaminant Biomonitoring Program for the past 25 years.

The USGS is currently completing the pilot phase of the NAWQA Program. In consultation with the National Academy of Sciences, the FWS, and other Federal and State agencies, the USGS has developed and is testing protocols for conducting ecological surveys and for collecting and analyzing plant and animal tissues for trace elements and synthetic organic compounds. Both of these biological protocols will be integral components of a fully implemented NAWQA Program. The biological component of the NAWQA Program will be enhanced by incorporating the expertise of biologists from the FWS and other Federal and State agencies and universities.

III. Scope of Work

Where it is mutually agreed upon, FWS involvement in a fully implemented NAWQA Program would include:

- Participation on regional biology teams and on study-unit teams, as may be deemed desirable, in the planning and conduct of ecological surveys, the collection and analyses of plant and animal tissues for trace elements and synthetic organic compounds, and other activities as appropriate;
- Assistance in preparing regional and national syntheses of water-quality information and reports;
- Assistance in contracting and quality assuring analyses of tissues for concentrations of trace elements and synthetic organic contaminants;
- Assistance in developing and testing new biological field methods that are appropriate to the spatial and time scales of the NAWQA Program; and
- Participation on technical advisory committee(s) that will be convened as needed to make recommendations to the USGS on:

(1) emerging regional and/or national water-quality issues that should be addressed by the program, (2) issues about the design of the program that remain unresolved at the end of the pilot program and/or that evolve over time, and (3) methods development activities that should be pursued.

Participants on the advisory committee(s) will consist of representatives from universities, other Federal and State agencies, and private industry appropriate to the issue(s) of concern.

IV. Agreements

A. Both parties agree to:

- Cooperate in the joint development and preparation of annual work plans for each study unit that will outline the scope, magnitude, timing, costs, and prioritization of activities. Regional and headquarters personnel from both agencies will assemble these plans into an annual national work plan which will be the basis for monitoring progress. The annual national work plan will be completed by July 1 to allow either agency time for contingency planning.
- Meet at least semiannually to review the progress of work and to discuss the scope and financing of activities in the next planning cycle.
- Establish an interagency policy and management team on monitoring. The purpose of the team will be to provide policy and management oversight to ensure the implementation of long-term complementary monitoring activities by the FWS and USGS.

B. FWS agrees to:

- Make available scientific and technical personnel, supplies, and equipment on a reimbursable basis to accomplish activities designated in the study-unit work plans.
- Collaborate with the USGS in (1) project planning, (2) collecting, analyzing, and interpreting data, and (3) summarizing technical information and preparing reports.
- Present periodic reports of progress and accomplishments to the USGS, including:
 - A written report including data, interpretations, and findings at the close of each activity specified in the study-unit work plans.
 - Quarterly progress reports that indicate the status of activities directed toward meeting goals established by the study-unit work plans.
 - Provisional data specifically requested by USGS.

C. USGS agrees to:

- Indicate the total amount of funds and full-time equivalent (FTE) positions that may be available for the coming fiscal year to support FWS work detailed in the annual national work plan. This estimate will be made by July 1 to permit the FWS to plan for the allocation of resources to conduct the agreed upon activities. The estimate will be subject to change depending on the actual appropriations to the USGS for the NAWQA Program.

V. Implementation

The approach for conducting the biological component of the NAWQA Program will involve formation of teams of biologists in each of the USGS regions that will: (1) provide assistance and oversight to each of the study-unit project teams in preparing work plans and in the collection and interpretation of biological data, and (2) monitor the status of biological activities in each of the study units through a quarterly reporting process that documents progress, accomplishments, and problems.

The FWS will provide one person to work at USGS National Headquarters on program coordination between the two agencies at the regional and national levels. The FWS will also designate one person to work with each of the USGS regional teams of biologists. The designated FWS individuals will participate in the preparation of work plans for each study-unit investigation and will be

responsible for coordinating those elements of the plan that are FWS responsibilities. USGS will provide funds and FTE for the duration of this MOA to support FWS employees working at USGS national and regional headquarters on the NAWQA Program. Additional support for FWS assistance on the study-unit investigations 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 in a subsequent exchange of memoranda between the FWS and USGS.

Study-unit work plans and status reports will be assembled by the USGS and FWS at the regional and national levels and distributed to the authorized representatives (see section IX) for appropriate action. Authorized representatives, or their designees, will meet at least semiannually to review the progress of activities covered under this agreement.

VI. Renewal

This agreement will be reviewed annually and revised as necessary.

VII. Termination

Either agency may terminate this agreement by providing written explanation and at least 90 days notice of termination to the other agency.

VIII. 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.

IX. Authorized Representatives

USGS: Chief Hydrologist
Water Resources Division
409 National Center
Reston, Virginia 22092

FWS: Assistant Director
Fish and Wildlife Enhancement
Room 3024, Main Interior Building
Washington, D.C. 20240

X. Financial

FWS will submit billings using the On-Line Payment and Collection System citing agency location code 14-08-0001. The interagency agreement number (To be provided) also must be referenced on all billings.

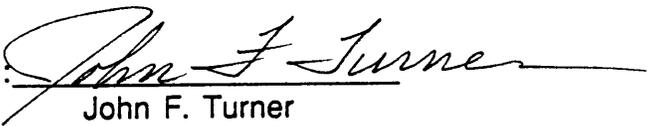
XI. Approval

Approved and Accepted
for USGS:

By: 
Dallas L. Peck
Director

Date: Nov. 1, 1990

Approved and Accepted
for FWS:

By: 
John F. Turner
Director

Date: Oct 23, 1990