

MEMORANDUM OF UNDERSTANDING

UNITED STATES SECTION, INTERNATIONAL BOUNDARY AND WATER COMMISSION UNITED STATES AND MEXICO

AND

UNITED STATES GEOLOGICAL SURVEY OF THE DEPARTMENT OF THE INTERIOR

Article I. Background and Purpose

The U.S. Geological Survey of the U.S. Department of the Interior (hereafter referred to as (USGS), and the U.S. Section, International Boundary and Water Commission, United States and Mexico, (hereafter referred to as (USIBWC), together referred to as the Parties, have related responsibilities in a number of program areas. It is in the national interest that such programs be closely coordinated and mutually supportive.

The mission of the USGS is to provide the Nation with reliable, impartial information to describe and understand the Earth. This information is used to minimize loss of life and property from natural disasters; manage water, biological, energy, and mineral resources; enhance and protect the quality of life; and contribute to wise economic and physical development.

The mission of the USIBWC is to provide sensitive, timely, and fiscally responsible boundary, water, and environmental services along the United States and Mexico border region. We pledge to provide these services in an atmosphere of binational cooperation and a manner responsive to public concern and our stakeholders.

The purpose of this Memorandum of Understanding (MOU) is to establish a framework for cooperation and coordination between the USGS and USIBWC. This MOU is designed to facilitate USGS and USIBWC scientists, engineers and managers working together, when appropriate, in addressing environmental issues that affect the U.S./Mexico boundary.

Article II. Scope

This MOU serves as an umbrella agreement that sets forth the general terms and conditions under which the Parties will coordinate and cooperate in activities involving physical and biological sciences and environmental studies. Cooperative activities in these fields may include, but are not limited to, exchange of technical information and services, joint studies of mutual interest, and exchange visits of individuals sponsored by either Party who are engaged in research projects of mutual interest within the scope of regular programs of the USGS and USIBWC.

The USGS has no regulatory or land management responsibilities. USGS activities under this MOU will focus on and be guided by principles that provide objective, relevant and useful scientific information for the United States and Mexico border region.

Article III. Agreements/Responsibilities

The USGS agrees to apply its expertise in mapping, hydrology, biology, and geology. This expertise includes geography, information technology, data management and remote sensing; ground water, surface water, and water quality; research and monitoring of fish, wildlife, and habitats; and minerals, energy, and geophysics. USGS scientists are distributed throughout the Nation, and are actively involved in field operations, monitoring, research, and applied investigations.

The USIBWC agrees to apply its expertise in boundary mapping, hydrology, environmental studies, and operations and maintenance of boundary projects. This expertise includes surface water, water quality, levee and floodway projects, distribution, regulation and conservation of the waters of the Rio Grande and Colorado River, operation and maintenance of international storage dams, reservoirs and hydroelectric power plants, preservation of the Rio Grande and Colorado River as the international boundary, and demarcation of the land boundary.

The Parties agree to:

- Share data, information, and findings of mutual concern;
- Develop individual agreements between the USGS and USIBWC for specific work when mutually beneficial and agreeable;
- Cooperate and support the operations of all programs of mutual interest;
- Regularly provide updates on program activities, technology application, development and related work pertaining to cooperative activities pursued under this MOU; and
- Establish a USGS/USIBWC Interagency Committee for Program Coordination. The primary responsibility of the Committee will be to coordinate related programs and research within the full range of interface between the Parties. The Parties will comply with the Federal Advisory Committee Act to the extent it applies.

Article IV. Implementation

Implementation of this MOU shall be supported by Interagency Agreements between designated representatives of the Director, USGS and the Commissioner of the USIBWC. Interagency agreements may be modified by mutual consent, and should include the following information:

- Description of product(s) and/or service(s) to be supplied;
- Description of financial arrangements;
- Economy Act citation;
- Agency responsibilities
- Production and/or delivery schedules;
- Standards and technical specifications;
- Reference to disposition of government property;
- Duration of the plan/project; and
- Programmatic and/or technical points of contact.

Additional information may be provided as required.

Updates on program activities, technology application, development and related work pertaining to cooperative activities pursued under this MOU will occur through written correspondence, USGS/USIBWC coordination meetings held at least once per year, and other mechanisms such as through e-mail and teleconferencing.

The USIBWC Commissioner and the Associate Director for Water, USGS, jointly chair the USGS/USIBWC Interagency Committee for Program Coordination. The committee will have authority to establish working groups to undertake studies, and will attempt to meet at least once per year.

Agency point of contact designation will be addressed in a separate letter upon MOU approval by both Parties.

Article V. Financial Arrangements

This MOU is neither a fiscal nor funds obligation document. Any activities involving reimbursement or contribution of funds between the Parties of this MOU will be handled in accordance with applicable laws, regulation, and procedures including the Economy Act (31 U.S.C. § 1535). Such activities will be documented in separate agreements, with specific projects between the parties spelled out. The separate agreements will reference this MOU. This MOU does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.

This MOU defines in general terms the basis on which the Parties will cooperate, and as such, does not constitute a financial obligation to serve as a basis for expenditures. Expenditures of funds, human resources, equipment, supplies, facilities, training, public information, and expertise will be provided by each signatory agency to the extent that their participation is required and resources are available.

This MOU in no way restricts the Parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

This MOU does not obligate the Parties to enter into any agreements, contracts, or other obligations.

Nothing in this MOU may be construed to obligate the Parties, the Department or the United States to any current or future expenditures of resources in advance of the availability of appropriations from Congress. Nor does this agreement obligate the Parties, the Department or the United States to spend funds on any particular project or purpose even if funds are available.

Article VI. Terms of Understanding

Effective date: This MOU shall take effect upon the date of the last signature.

Modification: This MOU may be renegotiated, amended, or modified at any time by mutual agreement of the Parties.

Renewal: This MOU may be renewed for additional periods of 5 years, by mutual written consent of the Parties.

Termination: This MOU shall remain in effect for a period of five (5) years from the date of the last signature. This MOU may be terminated by either agency by providing written notice and explanation to the other agency at least 90 calendar days in advance of the effective date of termination. The termination of this MOU shall not affect the validity or duration of activities or agreements under this MOU that are initiated prior to such termination.

Review: This MOU shall be reviewed annually at the regularly scheduled USGS/USIBWC Coordination Committee meetings.

Article VII. Authorities

The authorities of USGS to enter into this MOU include:

- Public Law 99-591—provides in Fiscal Year 1997 and thereafter that the USGS has permanent authority to “prosecute projects in cooperation with other agencies, Federal, State, and private” (43 U.S.C. § 36c)
- The USGS Organic Act of March 3, 1879, as amended (43 U.S.C. § 31 et seq.)

The authorities of USIBWC to enter into this MOU include:

- The Economy Act of 1932, as amended (31 U.S.C. 1535).

To the extent future grants and/or cooperative agreements are issued by USIBWC and USGS to any vendor or university, they will be issued pursuant to the Federal Grant and Cooperative Agreement Act of 1977, as amended (31 U.S.C. § 6305), OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments), and will adhere to Federal Acquisition Regulation (FAR) 6.002 and other applicable Federal laws and regulations.

Article VIII. Publications and Release of Information

Publications documenting cooperative efforts may be prepared by either Party, or jointly, provided that both agencies have an opportunity to review manuscripts prior to publication. To the extent possible, decisions involving authorship, review or reports, and other conditions and circumstances will be addressed during the preparation of Interagency Agreements referencing this MOU.

Should differences of viewpoint occur, an effort will be made to reconcile them. Concurrence from both the Mexican Section of the International Boundary and Water Commission and the USIBWC may be necessary prior to the publishing of data or information. Such publishing restrictions should be addressed in the preparation of Interagency Agreements referencing this MOU.

The Parties agree that sharing credit is mutually beneficial, and will make every effort to assure that appropriate citation and attribution, including the use of official agency visual identifiers, is given for work performed under this MOU.

Publicity and Public Information Products, including news releases, reports, briefing papers, or other information products, are subject to the same terms and conditions as other publications. Additionally, USIBWC will obtain prior approval of all press releases, published advertisements, or other statements intended for the public that refer to this agreement or to the USGS, the Department or the name or title of any employee of the Department in connection with this MOU.

Any commitment of either party to preserve the confidentiality of information is subject to applicable United States laws and regulations.

Article IX. Authorized Representatives

Authorized representatives to enter into Interagency Agreements referencing this MOU are identified in USGS Agency Manuals.

Article X. Approval

U.S. Geological Survey
U.S. Department of the Interior

U.S. Section, International Boundary
and Water Commission
United States and Mexico

Signature: Signature on File 9/2/04
Date

Name: Dr. Charles G. Groat

Title: Director, U.S. Geological Survey

Signature: Signature on File 9/9/04
Date

Name: Arturo Q. Duran

Title: Commissioner
United States Section
International Boundary and Water
Commission
United States and Mexico

Signature: Signature on File 9/9/04
Date

Name: Diana Forti

Title: Budget Officer
United States Section
International Boundary and Water
Commission
United States Section