

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U.S. GEOLOGICAL SURVEY
AND
ENVIRONMENTAL PROTECTION AGENCY
FOR THE
COOPERATIVE MAINTENANCE AND ENHANCEMENT OF
THE NATIONAL HYDROGRAPHY DATASET,
THE NATIONAL HYDROGRAPHY DATASET PLUS, THE NATIONAL
HYDROGRAPHY DATASET PLUS HIGH RESOLUTION, AND THE WATERSHED
BOUNDARY DATASET

**Memorandum of Understanding between the
U.S. Geological Survey and
Environmental Protection Agency for the
Cooperative Maintenance and Enhancement of the
National Hydrography Dataset,
the National Hydrography Dataset Plus,
the National Hydrography Dataset Plus High Resolution, and
the Watershed Boundary Dataset**

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 shared digital hydrography data and to include these data as a component of *The National Map*. The shared digital hydrography data addressed by this MOU are the National Hydrography Dataset (NHD), the National Hydrography Dataset Plus (NHDPlus), the National Hydrography Dataset Plus High Resolution (NHDPlus HR), and the Watershed Boundary Dataset (WBD) (hereinafter referred to as the National Hydrography Data Portfolio [NHDP]).

II. BACKGROUND

USGS's mission is to provide reliable scientific information to describe and understand the earth; minimize loss of life and property from natural disasters; manage water, biological, energy, and mineral resources; and to enhance and protect the quality of life. Included in the USGS mission is the requirement to provide the Nation with current geospatial data and maps.

In support of this mission, the USGS National Geospatial Program (NGP) provides a foundation of digital geospatial data representing the topography, natural landscape, and manmade environment of the United States. The USGS NGP manages and distributes the NHD and NHDPlus HR, and jointly manages and distributes the WBD with the USGS Water Mission Area, to support geographic information system and hydrologic modeling applications and visualizations.

The USGS Water Mission Area uses the NHDP in the development of reference base maps for hydrologic studies, in water data collection and quantity-quality assessment, and as the basis for routing in hydrologic models. USGS water programs supported by these hydrographic datasets include the Integrated Water Prediction (IWP) Program, the Integrated Water Availability Assessments (IWAA) Program, and the activities of major water quantity modeling projects such as the USGS National Water Census and StreamStats projects. The USGS Water Mission Area collaborated with the EPA Office of Water to produce and maintain the NHDPlus to support water quantity and quality modeling.

The EPA manages and distributes the NHDPlus. The EPA uses the NHDP to support the assessment and reporting of surface water conditions and the modeling/monitoring of waterborne pollution. Major EPA water programs supported by these hydrographic datasets include the

National Aquatic Resource Surveys for sample site selection and watershed analysis, the Water Quality Framework for water quality assessment and reporting, and the Hydrologic and Water Quality System (HAWQS) for water quality modeling. These applications include the establishment of water quality performance measures that rely on these geospatial data.

The USGS, EPA, and other partners are collaborating on the development of the National Hydrography Infrastructure (NHI) to support the referencing, discovery, and analysis of water-related information to a national hydrography framework, a core principle of the Internet of Water. The National Hydrography Infrastructure Working Group (NHI WG) is a forum for Federal agencies with direct involvement in the management and use of hydrography data to provide input and collaborate on the direction, development, priorities, management, technologies, use, and resources of the NHI. The NHI WG helps identify stakeholder requirements regarding the NHDP and its use for supporting interagency hydrologic observing networks and modeling efforts, as well as providing input on technical solutions needed to meet those requirements. The EPA and USGS are members of the NHI WG, and all activities and objectives of this MOU should be coordinated with and in line with the direction and objectives of the NHI WG.

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 VII of this MOU.

IV. MUTUAL INTERESTS OF THE PARTIES

The explosive growth of geographic information system applications that depend upon spatially referenced data demands proper coordination of spatial data-related activities. The Parties' coordination and cooperation within this MOU is undertaken to improve service to the public by reducing duplication of effort and promoting the sharing of digital data meeting common standards. This MOU is consistent with the Federal Data Strategy's direction to "Coordinate and share data assets across federal agencies to advance progress on shared and similar objectives, fulfill broader federal information needs, and reduce collection burden," and the Geospatial Data Act of 2018 which states in Section 759 "Each covered agency shall ... (7) coordinate and work in partnership with other Federal agencies, agencies of State, tribal, and local governments, institutions of higher education, and the private sector to efficiently and cost- effectively collect, integrate, maintain, disseminate, and preserve geospatial data, building upon existing non-Federal geospatial data to the extent possible."

V. SCOPE

This MOU describes how the Parties will coordinate and cooperate in activities involving the cooperative maintenance and enhancement of the NHDP datasets. The activities covered by this MOU will be of mutual interest and benefit.

The Parties will establish an EPA-USGS NHDP MOU Oversight Committee, which is described in Section VI below. The MOU objectives of cooperative maintenance and enhancement of the NHDP datasets will be met through the following EPA-USGS NHDP MOU Oversight Committee activities:

- Provide strategic guidance, monitor progress, plan new actions, and assure the accomplishment of the primary objectives of this collaboration.
- Plan and implement a program of shared data access, maintenance, enhancement, and distribution that ensures continued coordinated evolution of the NHDP.
- Work collaboratively to avoid duplication of effort, address technical issues of data integration, generalization, services, and delivery tools to maintain consistent NHDP.
- Work collaboratively to enhance open and interoperable standards and specifications to ensure the long-term integrity of the NHDP.
- Develop and publish consistent information on the data delivery websites explaining this collaboration between the Parties.
- Coordinate with and work in conjunction with the Federal Geospatial Data Committee (FGDC) National Geospatial Data Asset (NGDA) Water-Inland Theme Co-leads, National Hydrography Infrastructure Working Group (NHI WG), 3D Elevation Program (3DEP) Working Group, and other data layer management groups, as appropriate, to meet the MOU objectives.

VI. RESPONSIBILITIES

The Parties will continue to maintain open communication and coordination to facilitate a cooperative working environment that supports current agency missions as they relate to the collection of geospatial data. EPA and USGS will provide leadership and program oversight for the activities conducted under this MOU.

The USGS-EPA NHDP MOU Oversight Committee will commence operation within 30 days after the MOU is signed by the Parties. The Parties will employ appropriate elements and personnel from each organization to implement the actions of the Committee and will consist of at least one manager from each of the Parties. Joint programmatic and technical working groups may be established as needed to address specific program, process, content standards, and other coordination issues. The Committee will report their progress and plans to the National Hydrography Infrastructure Working Group.

VII. 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, innovative partnership, work share, or data sharing agreements, which will be coordinated through agreement between the Parties and independently authorized by appropriate statutory or other authority. As appropriate, the agreements implementing additional activities shall be made attachments to this MOU. Each

agreement shall describe the project or activity agreed upon regarding its objectives, scope, responsibilities of the Parties, project schedule, deliverables, and funding.

This MOU supersedes the USGS/EPA MOU for the Cooperative Maintenance and Enhancement of the National Hydrography Dataset, the National Hydrography Dataset Plus, and the Watershed Boundary Dataset signed June 30th, 2015 (<https://www.epa.gov/sites/production/files/2019-12/documents/signed-usgs-epa-mou-nhdnhdpluswbd-2015-06-30.pdf>).

VIII. 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 shall be made in writing and shall 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.

IX. 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 either of the Parties.

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 the USGS or the 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.

X. 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, provided that the Parties have an opportunity to review, edit, and approve relevant manuscripts prior to publication. In the event reports or publications are copyrighted, each Party shall have a royalty-free right under the copyright to reproduce, distribute, and use such copyrighted work for its own purposes.

Release of information will be consistent with each Party's applicable regulations and guidelines pertaining to the availability and distribution of geospatial 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 will 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 the agency logo or seal, however, will require advance approval by that Party.

XI. 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.

XII. 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.

XIII. POINTS OF CONTACT

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XIV. APPROVALS

U.S. Geological Survey

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**BENITA
BEST-WONG**

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Benita Best-Wong
Deputy Assistant Administrator
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