

OpenDCS Standardization and Interagency Support Agreements

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Objective

- Established scope for interagency agreements under existing MOU/MOA provisions; starting with NOAA
- Will provide a mechanism for agencies to jointly fund the development of OpenDCS through the USACE software support contract
- Software and source-code will be made available
- Have found sufficient MOU/MOA documents to cover all STIWG agencies (typically Article IV of the MOU/MOA)

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U.S. ARMY CORPS OF ENGINEERS
OF THE
U.S. DEPARTMENT OF THE ARMY
THE
U.S. GEOLOGICAL SURVEY
OF THE
U.S. DEPARTMENT OF THE INTERIOR
THE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
OF THE
U.S. DEPARTMENT OF COMMERCE
AND THE
FEDERAL EMERGENCY MANAGEMENT AGENCY
OF THE
U.S. DEPARTMENT OF HOMELAND SECURITY

**Collaborative Science, Services and Tools to Support
Integrated and Adaptive Water Resources Management**

Article I. Background.

Federal agencies are engaged actively in water resources services, planning, development, operations, management and information gathering, analysis and communications. The U.S. Army Corps of Engineers (hereinafter referred to as USACE) of the U.S. Department of the Army, the U.S. Geological Survey of the U.S. Department of the Interior (hereinafter referred to as USGS), the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce (hereinafter referred to as NOAA), and the Federal Emergency Management Agency of the Department of Homeland Security (hereinafter referred to as FEMA) together referred to as the Parties, have related and complementary responsibilities in a number of program areas. It is in the national interest that such Federal programs be closely coordinated and mutually supportive to efficiently and effectively meet the growing demand for water resources data, information and services.

The mission of the USACE is to provide vital public engineering services in peace and war to strengthen our Nation's security, energize the economy, and reduce risks from disasters. These engineering services include water resource planning, development and management activities involving flood risk management, navigation, ecosystem restoration, emergency preparedness and response, multi-purpose water resources, infrastructure, and environmental stewardship.

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 NOAA is to understand and predict changes in the Earth's environment and conserve

MEMORANDUM OF AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
AND
U.S. ARMY CORPS OF ENGINEERS

ARTICLE I - PURPOSE AND AUTHORITY

This two-way Memorandum of Agreement (MOA) is entered into by and between the U.S. Army Corps of Engineers (USACE) and the National Oceanic and Atmospheric Administration (NOAA) (collectively "parties") for the purpose of establishing a framework governing the respective responsibilities for the provision of goods and services as described in ARTICLE II below. The parties anticipate that any Interagency Agreements under this MOA will be entered into pursuant to the Economy in Government Act (1 U.S.C. § 1535) and pursuant to 15 U.S.C. § 313 and 49 U.S.C. § 44720 (the Department of Commerce's project authorities) and 10 U.S.C. § 2358, the Department of Defense's authority for joint research and development. Should specific transfer authority exist for specific work to be performed under an Interagency Agreement, the parties shall discuss the applicability of the specific authority and use that transfer authority as required by the Economy Act.

ARTICLE II - SCOPE

Goods and services that USACE may provide under this MOA include planning; engineering and design; construction; project management; real property and related services (including real property valuation, planning; sustainability assessment; facility condition assessment, and Sustainment Management System (SMS) implementation); survey and mapping data and support; environmental assessment and restoration; hazardous and toxic materials removal; research and development; energy audit; training; stream gaging; technical information and assistance including real-time reservoir levels and release information and reservoir operating rules and associated manuals; and such other related goods or services as may be agreed upon in the future.

b. Goods and services that NOAA may provide under this MOA include hydro-meteorological report(s) - including rainfall monitoring; hydrologic, weather, and climate forecasting applications; hydrographic surveying; technical information and assistance; technology support; charting; research and development; and such other related goods or services as may be agreed upon in the future.

c. Nothing in this MOA shall be construed to require either party to use the other party or to require either party to provide any goods or services to the other party, except as may be set forth in Interagency Agreements (IA(s)).

ARTICLE III - INTERAGENCY COMMUNICATIONS

To provide for consistent and effective communication between USACE and NOAA, each party shall appoint a Principal Representative to serve as its central point of contact on matters relating to this MOA. Additional representatives may also be appointed to serve as points of contact on IAs.

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES SECTION, INTERNATIONAL BOUNDARY AND WATER COMMISSION
UNITED STATES AND MEXICO
AND THE
U. S. DEPARTMENT OF THE ARMY

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ARTICLE I: PURPOSE AND AUTHORITY

This Memorandum of Agreement (MOA) is entered into by and between the United States Section, International Boundary and Water Commission, United States and Mexico (United States Section) and the U. S. Department of the Army (DA) for the purpose of establishing the respective responsibilities of the parties for delivering studies and other services as may be agreed upon in the future. This MOA is entered into pursuant to the Economy in Government Act, 31 U.S.C. 1535 and 22 U.S.C. 277 et seq.

ARTICLE II: BACKGROUND

The International Boundary and Water Commission, United States and Mexico (hereinafter the Commission) is an international organization created by treaties between the United States of America (hereinafter the United States) and the United Mexican States (hereinafter Mexico), principle among those treaties being the Convention of March 1, 1889 (TS 232, 26 Stat. 1512) and the Treaty of February 3, 1944 (TS 994, 59 Stat. 1219), and was so created for the purpose of exercising the rights and obligations of those two nations as set forth in those and other treaties and international agreements.

The responsibilities of the Commission include demarcation and preservation of the international boundary; regulation and distribution of waters and international rivers and streams, construction and operation of international dams and reservoirs, international hydroelectric generation, international flood protection, international issues of sanitation and water quality, and other matters related to the border region of the United States and Mexico.

The Commission is composed of two national sections, the United States Section and Mexican Section, each of which is an agency of its respective Federal Government.

In accordance with the Commission's jurisdiction under said treaties and other international agreements, the United States Section has numerous projects associated with the United States-Mexico border for which it has continuing responsibilities, and it will be called upon to develop and carry out additional projects in the future. In planning and managing such projects, the United States Section finds that it would be beneficial to seek the comments and opinions of an independent source which also has the expertise with similar projects.

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MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTHWESTERN DIVISION, U.S. ARMY CORPS OF ENGINEERS
AND
UNITED STATES SECTION, INTERNATIONAL BOUNDARY (Tribuc)
AND WATER COMMISSION, UNITED STATES AND MEXICO

This Memorandum of Understanding entered into this 27th day of November 1990, between the Southwestern Division, U. S. Army Corps of Engineers, hereinafter referred to as the "Corps", and the United States Section, International Boundary and Water Commission, United States and Mexico, hereinafter referred to as the "United States Section", WITNESSETH:

WHEREAS, the United States Section is authorized under 22 U.S.C.A. Sec. 277a, as amended, to construct, operate and maintain flood control works on the Rio Grande, and is authorized under 22 U.S.C.A. Sec. 277d-12, as amended, to expend from appropriations available to it such sums as may be necessary for prosecution of emergency flood fighting and rescue operations, repairs or restoration of any flood control works threatened or destroyed by floodwaters of the Rio Grande; and

WHEREAS, the Corps has authority under 33 U.S.C.A. Sec. 701n, as amended, to expend funds and engage in emergency flood fighting, rescue operations, and repairs or restoration of any flood control works threatened or destroyed by floods, including the strengthening, raising, extending, or other modifications thereof as may be necessary in the discretion of the Chief of Engineers for the adequate functioning of the work for flood control; and

WHEREAS, in order that all domestic obligations and functions prescribed by said laws and all international responsibilities of the United States Section may be coordinated and fulfilled in the manner contemplated, it is considered to be mutually desirable to define and set forth the specific jurisdiction and functions to be exercised by the United States Section and the Corps with respect to the Rio Grande and its tributaries in the States of New Mexico and Texas.

NOW, THEREFORE, the parties hereto agree as follows:

1. The United States Section shall be the responsible agency to prosecute emergency flood fighting and rescue

**MEMORANDUM OF AGREEMENT BETWEEN
THE
U.S. ARMY CORPS OF ENGINEERS AND
THE
U.S. DEPARTMENT OF AGRICULTURE**

ARTICLE I - PURPOSE AND AUTHORITY

This Memorandum of Agreement (MOA) is entered into by and between the U.S. Army Corps of Engineers (Corps) and the U.S. Department of Agriculture (USDA) (collectively "parties") for the purpose of establishing a framework governing the respective responsibilities for the provision of goods and services as described in Article II below. This MOA and any Support Agreement (SA) pursuant to this MOA is entered into pursuant to the Economy in Government Act (31 U.S.C. § 1535).

ARTICLE II - SCOPE

a. Goods and services that the Corps may provide under this MOA include planning, design, construction, flood damage reduction, environmental restoration, research and development, emergency management, disaster assistance, hazardous or toxic materials removal, engineering or technical assistance, training and professional development, and such other related goods or services as may be agreed upon in the future.

b. Goods and services which USDA may provide under this MOA include water supply management, dam safety, hydropower, fish and wildlife, ecosystem restoration, recreation, emergency management, disaster assistance, training and professional development, and such other related goods or services as may be agreed upon in the future.

c. Nothing in this MOA shall be construed to require either party to use the other party or to require either party to provide any goods or services to the other party, except as may be set forth in SAs.

ARTICLE III - INTERAGENCY COMMUNICATIONS

To provide for consistent and effective communication between the Corps and USDA, each party shall appoint a **Principal Representative** to serve as its central point of contact on matters relating to this MOA. Additional representatives may also be appointed to serve as points of contact on SAs.

ARTICLE IV - SUPPORT AGREEMENTS

a. In response to requests from one party (the "Ordering Agency") for the other party's (the "Servicing Agency") goods and services, the parties will develop mutually agreed upon

MEMORANDUM OF AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF THE INTERIOR
AND
THE U.S. ARMY CORPS OF ENGINEERS

Article I - Purpose and Authority.

This Memorandum of Agreement (MOA) is entered into by and between the U.S. Army Corps of Engineers (USACE), and the U.S. Department of the Interior (DOI) (collectively the Parties) for the purpose of establishing a mutual framework governing the respective responsibilities of the Parties for the provision of goods and services related to planning, design, environmental support, and construction assistance. This MOA is entered into pursuant to the Economy Act (31 U.S.C. § 1535).

Article II - Scope.

Goods and services that USACE may provide under this MOA include: planning; design; construction; flood risk management; environmental restoration; research and development; emergency management; hazardous or toxic materials removal; engineering or technical assistance; and such other related goods or services as may be agreed upon in the future.

Goods and services that DOI may provide under this MOA include investigations in earth sciences, biological and environmental sciences, remote sensing and geospatial data applications, environmental restoration and management, water supply management, dam safety, hydropower, engineering, construction, fish and wildlife resource management, recreation, research, information and management systems, mitigation, preservation, and interpretation of historical, cultural, and natural resources, recreation and park planning and management, training and professional development, emergency management, and such other related goods or services as may be agreed upon in the future.

Nothing in this MOA shall be construed to require either party to provide any goods or services to the other party, except as may be set forth in Support Agreements (SAs). SAs also commonly known as Reimbursable Support Agreements (RSAs), Interagency Agreements, and Economy Act Agreements.

For the USACE, all USACE entities, including USACE headquarters, districts, centers, laboratories, divisions, and directorates, are authorized to provide assistance under this MOA.

Article III - Points of Contact.

To provide for consistent and effective communication between the Parties, each Party shall appoint a Principal Representative to serve as its central point of contact on matters relating to this MOA. Additional representatives may also be appointed to serve as points of contact on SAs.

END