

**MEMORANDUM OF UNDERSTANDING**

**ON STORMWATER MANAGEMENT**

**BETWEEN THE**

**United States Environmental Protection Agency  
Office of Research and Development  
National Risk Management Research Laboratory  
Water Supply and Water Resources Division  
Urban Watershed Management Branch**

**AND**

**Southern California Stormwater Monitoring Coalition**

## **I. PURPOSE/OBJECTIVES/GOALS**

The purpose of this MOU is to facilitate and promote the transfer of information on the performance and effectiveness of stormwater Management Practices (MPs). In general, the parties intend to meet periodically, develop research plans, and exchange and review results of these ongoing efforts.

## **II. BACKGROUND**

Both the Environmental Protection Agency's (EPA) Office of Research and Development (ORD) and the Southern California Stormwater Monitoring Collation (SCSMC) have established research programs that investigate the scientific basis describing the mechanisms and processes that enable evaluating the performance and effectiveness of stormwater MPs. As part of ongoing professional discussions, the congruency of these programs became obvious to both parties. It is of mutual benefit to exchange results and undertake this collaborative effort. This exchange is intended to promote the application of the best available science and reduce redundancy in the programmatic goals of EPA ORD and the SCSMC.

The key focus of this MOU is to facilitate the development of scientific and technical tools for stormwater program implementation, assessment, and monitoring. The existing tools and understanding are incomplete. These gaps impede effective stormwater management. Developing a scientifically sound understanding of the processes and mechanisms that control the transformations that occur within the water is expected to provide a foundation for application of the practices to environmental protection.

## **III. AUTHORITIES**

EPA enters into this MOU pursuant to Section 104 of the Clean Water Act.

## **IV. ROLES AND RESPONSIBILITIES**

The SCSMC is a voluntary coalition of county, municipal, and other interested parties from the Southern California area who have joined together via a cooperative agreement to address issues associated with stormwater management. The SCSMC has no separate legal identity within the State of California or otherwise. The SCSMC has created a committee comprised of representatives from its cooperating members (SCSMC Steering Committee) that oversees a regional (Southern California) stormwater research/monitoring program. The SCSMC's stormwater research/monitoring program consists of projects of interest to its cooperating members that are implemented by separate implementing agreements. The SCSMC Steering Committee members elect a chair to serve a one-year term. The SCSMC Steering Committee meets from time to time upon the request of the chair, but at least every six months. The SCSMC Steering Committee prepares and oversees the aforementioned research studies. The SCSMC Steering Committee also prepares an annual report concerning the status of its research initiatives.

Under this MOU, the SCSMC intends to share information with the EPA ORD concerning the status of existing research initiatives, and proposed future research initiatives.

EPA ORD intends to appoint an EPA ORD representative to the SCSMC Steering Committee. It is EPA ORD's intent that the EPA ORD representative to the Steering Committee serve as non-voting, non-managerial EPA ORD representative who attends meetings called by the chair in person or by teleconference.

The role of the EPA ORD representative is to provide scientific reviews of and comments on the SCSMC's proposed research projects, plans, and products. In this capacity, the EPA ORD representative is expected to provide relevant information to the SCSMC that is publicly available concerning the projects being considered by the SCSMC. In accordance with EPA's Policy on Competition in Assistance Agreements, EPA Order 5700.5A1, dated April 9, 2007, and the Standards for Ethical Conduct, 5 C.F.R. 2635, the EPA ORD representative will not have any interaction or input on any grant application or request for funding, or on any sources of funding from the EPA or any other federal agency or department to the SCSMC or the Southern California Coastal Water Research Project (SCCWRP), a joint powers authority that is involved in implementation of many of SCSMC's research initiatives. In addition, the EPA ORD representative will have no interaction or input relative to any non-federal sources of funding to SCSMC and/or SCCWRP.

In accordance with applicable ethics regulations and conflict of interest statutes, the EPA ORD representative serves EPA only, and not in an individual capacity or on behalf of the SCSMC. Any public reference to the EPA ORD representative by the SCSMC (such as pamphlets, websites or stationery) must make clear that the employee is serving as EPA's representative and not in an individual capacity or on behalf of the SCSMC, so as to not violate the endorsement standards.

## **V. LIMITATIONS**

A. All commitments made in this MOU are subject to the availability of appropriated funds and each party's budget priorities. Nothing in this MOU, in and of itself, obligates the SCSMC or EPA ORD to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or other financial obligation. The SCSMC agrees not to submit a claim for compensation for services rendered to EPA or any other federal agency for activities it undertakes in carrying out this MOU.

B. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures, and will be subject to separate subsidiary agreements that will be effected in writing by representatives of both parties.

C. Except as provided in Section V. paragraphs (A) and (B) and Section VII. INTELLECTUAL PROPERTY, this MOU is not legally binding and does not create any

right or benefit, substantive or procedural, enforceable by law or equity against the SCSMC or EPA ORD, their officers or employees, or any other person. This MOU does not direct or apply to any person outside the SCSMC and EPA ORD.

D. The SCSMC may make factual statements to the public that describe its cooperation with EPA ORD. However, nothing in this MOU allows EPA ORD to endorse the purchase or sale of SCSMC products or services. The SCSMC agrees not to make statements to the public in news releases, product brochures, on web sites or in any media that imply EPA ORD endorsement of SCSMC products or services.

## **VI. PROPRIETARY INFORMATION**

To carry out the joint work resulting from this MOU, the SCSMC may need to disclose proprietary information to EPA ORD. For the purpose of this MOU, proprietary information is defined as information that an affected business claims to be confidential and is not otherwise available to the public. The SCSMC agrees to clearly identify as such confidential information disclosed to EPA ORD in writing; and to clearly memorialize in writing, within a reasonable time, any confidential information initially disclosed orally. EPA ORD agrees not to disclose, copy, reproduce or otherwise make available in any form whatsoever to any other person, firm, corporation, partnership, association or other entity information designated as proprietary or confidential information without consent of the SCSMC except as such information may be subject to disclosure under the Freedom of Information Act (5 U.S.C. § 552), and EPA's regulations at 40 C.F.R. Part 2, or as otherwise authorized by law.

## **VII. INTELLECTUAL PROPERTY**

The parties agree that any copyrightable subject matter, including but not limited to journal articles, training, educational or informational material, or software, created jointly by the parties from the activities conducted under the MOU may be copyrighted by the SCSMC. SCSMC hereby grants to the government a royalty-free, nonexclusive, irrevocable right to reproduce, distribute, make derivative works, and publish or perform the work(s) publicly, or to authorize others to do the same on its behalf.

The parties agree that any patented invention created by the SCSMC pursuant to the terms of this MOU will be jointly owned by the parties regardless of inventorship, unless an alternative agreement indicates otherwise.

## **VIII. POINTS OF CONTACT**

The following individuals are designated points of contact for the MOU:

**U.S. Environmental Protection Agency:** Michael Borst  
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**Southern California Stormwater Monitoring Coalition**

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**IX. MODIFICATION/DURATION/TERMINATION**

This MOU is to take effect upon the signature of the parties and remain in effect for a period of five years, at which time this MOU may be extended per the mutual decision of the parties. This MOU may be amended at any time per the mutual written decision of the parties. Either party may terminate this MOU at any time by providing written notice of termination at least ninety days prior to the desired termination date.

**X. APPROVAL**

Southern California Stormwater Monitoring Coalition

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Date

U.S. Environmental Protection Agency

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Date