

**MEMORANDUM OF UNDERSTANDING**  
**among the**  
**DEPARTMENT OF AGRICULTURE,**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES,**  
**DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT,**  
**DEPARTMENT OF THE INTERIOR,**  
**and the**  
**ENVIRONMENTAL PROTECTION AGENCY**  
**for cooperation in the development of a**  
**FEDERAL STRATEGY TO MEET THE COMMITMENTS MADE BY THE UNITED STATES UNDER THE**  
**UNITED NATIONS MILLENNIUM DEVELOPMENT GOALS**  
**FOR IMPROVED ACCESS TO SAFE DRINKING WATER AND BASIC SANITATION IN INDIAN**  
**COUNTRY**  
**including use of a**  
**COOPERATIVE SYSTEM TO**  
**SHARE DATA AND INFORMATION**

**WHEREAS**, the Department of Agriculture (USDA), Department of Health and Human Services (DHHS), Department of Housing and Urban Development (HUD), Department of the Interior (DOI), and the Environmental Protection Agency (EPA), referred to collectively as the “parties”, are all signatories to the Memorandum of Understanding on Federal Government Efforts in the Delivery of Infrastructure Services and Financial Assistance in Indian Country in Support of Tribal Communities (Umbrella MOU) which established the cooperative relationship between the parties in matters relating to the delivery of quality infrastructure services in support of tribal housing and tribal communities, and

**WHEREAS**, the Umbrella MOU envisions and states that the parties intend to develop additional agreement based upon specific issues in order to meet the goals and objectives of the Umbrella MOU, and

**WHEREAS**, by agreement of the parties, the issue of providing underserved communities with sustainable access to safe drinking water and basic sanitation is understood to be an international commitment of the United States made during the World Summit on Sustainable Development in Johannesburg, South Africa in August of 2002 and is known to be one of the UN millennium Development Goals, and

**WHEREAS**, meeting the United States’ commitment under the UN Millennium Development Goals encourages the parties to coordinate execution of existing drinking water and sanitation improvement programs in Indian country with a full understanding of each party’s programs, and that those coordinated efforts are intended to provide improved access to safe drinking water and basic sanitation in an organized and efficient manner, and

**WHEREAS**, making available technical assistance and operator training opportunities to the tribes will assist many tribes in providing or continuing to provide improved access to safe drinking water and basic sanitation to their people, and

**WHEREAS**, the parties currently contribute resources toward the provision of improved access to safe drinking water and basic sanitation in Indian country,

**NOW, THEREFORE**, the parties enter into this Memorandum of Understanding for the following purposes.

**I. Purposes:**

- A. To establish structures and procedures to gain a common understanding of the programs and policies of each party that pertain to providing infrastructure services in Indian country, to identify barriers and programmatic inefficiencies, and; to work toward implementing solutions to overcome these barriers and inefficiencies.

- B. To work collectively and collaboratively with tribal governments to understand how the delivery of Federal services contributes to providing access to safe drinking water and basic sanitation in Indian country.
- C. To establish organizational structures and procedures that facilitate the exchange of data and information related to providing access to safe drinking water and basic sanitation in Indian country for the purposes of measuring progress and identifying progress.

## **II. Authorities**

- A. The authorities specified in the Umbrella MOU are hereby incorporated by reference.
- B. Nothing in this MOU alters the statutory authorities of the parties.

## **III. Coordination**

The Environmental Protection Agency will be the coordinating party for activities under this MOU.

## **IV. Responsibilities**

- A. Each party will compile a comprehensive list of programs under its jurisdiction, including contact information, that address any and all aspects for providing access to safe drinking water and basic sanitation in Indian country. The parties plan to use this information to create a cross-agency data set of federal activities.
- B. To the extent legally appropriate and practicably feasible, each party will provide the coordinating party with data related to programmatic activities of each party associated with the purposes of this MOU.
- C. The parties will meet on a regular basis to discuss issues within and related to the purposes of this MOU.

## **V. Rights in Data**

Data that is provided to the coordinating party in furtherance of the activities under this MOU will be exchanged to the extent consistent with each party's authority without use and disclosure restrictions unless the parties agree to impose restrictions on specifically designated data or information.

## **VI. Responsible Officers**

The following are the responsible officers for each party to the agreement:

Department of Agriculture:

Gary Morgan  
Assistant Administrator for Water and Environmental Programs  
United States Department of Agriculture Rural Development

Department of Health and Human Services:

Ron Ferguson  
Director, Division of Sanitation Facilities Construction  
Health and Human Services Indian Health Service

Department of Housing and Urban Development:

Roger Boyd  
Deputy Assistant Secretary  
Housing and Urban Development Office of Native American Programs

Department of the Interior:

Amanda Wilbur  
Counselor to the Assistant Secretary – Indian Affairs  
Department of Interior

Environmental Protection Agency:

Mike Shapiro  
Deputy Assistant Administrator  
Environmental Protection Agency Office of Water

**VII. 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, requires the parties to commit, obligate or expend appropriations.
- B. Any endeavor involving the transfer of funds between the parties to this MOU will be executed in separate agreements between or among the participating parties, with the appropriate level of tribal consultation.
- C. This MOU does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity against any of the parties, their officers or employees, or any other person. This MOU does not apply to any person outside of the parties.


**VIII. Duration**

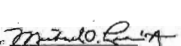
This MOU becomes effective on the date of final signature and will remain in effect for a 5-year term from the effective date. Any party upon 90-day notice to the other parties may suggest mending the MOU. The MOU, however, can only be amended through a written agreement signed by all parties.

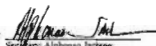
**IX. Termination**


Any party upon 90-day written notice to the other parties may terminate this agreement at any time and for any reason it deems substantial.


This Memorandum of Understanding is signed FOR:

By:   
Secretary Michael A. Grunwald  
U.S. Department of Agriculture  
Date: 6-5-07

By:   
Secretary Michael O. Leavitt  
U.S. Department of Health and Human Services  
Date: JAN 9 1 2008

By:   
Secretary Alphonso Jackson  
U.S. Department of Housing and Urban Development  
Date: 2 4 2008

By:   
Secretary Dick Keogh  
U.S. Department of the Interior  
Date: APR 11 2007

By:   
Secretary Michael O. Leavitt  
U.S. Department of Health and Human Services  
Date: OCT 11 2006