

**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**  
**to better coordinate the**  
**FEDERAL GOVERNMENT EFFORTS IN THE DELIVERY OF INFRASTRUCTURE SERVICES AND**  
**FINANCIAL ASSISTANCE IN INDIAN COUNTRY IN SUPPORT OF TRIBAL COMMUNITIES.**

**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”, to this Memorandum of Understanding (MOU) share a common goal to assist tribes in improving quality of life through the delivery of quality infrastructure services in support of tribal housing and tribal communities, which can be more readily achieved with an efficient and integrated utilization of available programs and expertise, and

**WHEREAS**, all the parties will cooperate for this effort under their various different and complementary authorities, and from their headquarters and regional/area offices, and

**WHEREAS**, several of the parties, DHHS-HIS, HUD and DOI-BIA, are currently signatories to an existing Memorandum of Understanding (MOU) known as the 1996 Interdepartmental Agreement on Indian Housing Program (61 FR 47787) “Tri Party Agreement” which they expressly desire to terminate in order to execute this MOU, and

**WHEREAS**, this new MOU will establish a framework for all parties to enhance interagency coordination and to cultivate greater cooperation in carrying out general federal government responsibilities, and

**WHEREAS**, the parties commit to the principles of working together with tribal governments on a government-to-government basis, mindful of the federal trust responsibility to federally-recognized tribes, and the desire to promote self-governance, and

**WHEREAS**, the parties believe an essential element of any success in federal infrastructure endeavors in Indian country is tribal consultation when promulgating rules, developing programs, or taking actions that have substantial direct effects on one or more Indian tribes, and

**WHEREAS**, this MOU is designed to establish a broad based understanding of general responsibilities and provide an avenue for separate additional project-specific or geographically specific agreements to be developed to create more specific common bases to meet the purposes of this MOU, and therefore this MOU will be known as the “Umbrella MOU”, and

**WHEREAS**, those separate agreements developed under this Umbrella MOU should specifically incorporate by reference all relevant language, purposes, authorities, and responsibilities listed herein, in order to meet the overarching purposes of this MOU and should also include any and all specific additional provisions necessary to meet the purposes identified in each of the separate project or geographic specific agreements,

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

**I. Purposes:**

- A. To establish the structures and procedures necessary to gain a common understanding of the programs and policies of each party as they pertain to housing and infrastructure efforts.

- B. To enhance the efficient leveraging of funds, on both federal and tribal levels.
- C. To work collectively and collaboratively with Tribes in order to understand the manner in which the delivery of federal services contributes to infrastructure in support of tribal housing and buildings.
- D. To identify issues, programs, initiatives, and areas of attention necessary to be addressed, and to provide the parties with opportunities to establish separate additional agreements to address these issues.
- E. To establish the structures and procedures necessary to allow and facilitate the exchange of data and information in the most appropriate manner.

## II. Authorities

### A. Authorities of Specific Parties

**Department of Agriculture – Rural Development** is authorized through the Water and Environmental Programs to provide financial and technical assistance for the development and operation of safe and affordable drinking water and waste disposal systems. Loans and grants are made to public bodies, and not-for-profit corporations including cooperatives and Indian tribes in rural areas and towns of under 10,000 people for new construction, replacement, expansion or other improvements to drinking water and waste facilities. The programs are administered at the local level by USDA-RD State Offices and Area Offices.

- Consolidated Farm and Rural Development Act, as amended; (7 U.S.C. 1921, et seq.)

**Housing and Urban Development – PIH** is authorized, under the Native American Housing Assistance and Self-Determination Act (NAHASDA) and the Indian Community Development Block Grant Program, to provide financial and technical assistance for the development and management of low-income housing and community development projects in American Indian and Alaska Native communities. The role of HUD's Office of Native American Programs (ONAP) within Public and Indian Housing is to ensure safe, decent and affordable housing to Native American families, create economic opportunities for Indian housing residents, and to assist in the formulation of plans and strategies for community development. The Department of Housing and Urban Development strives to provide Federal assistance in a manner that recognizes the right of Indian self-determination and tribal self-governance by making such assistance available directly to the Indian tribe or its tribally designated housing entity (TDHE).

- Native American Housing Assistance and Self-Determination Act of 1996, as amended (25 U.S.C. 4101 et seq.)

**Department of Health And Human Services – Indian Health Service** is authorized to provide a comprehensive primary and preventative health services delivery system for American Indians and Alaska Natives. The Office of Environmental Health and Engineering is the environmental health/engineering component of IHS, and it assists tribal communities in the development/construction of health care facilities and sanitation facilities infrastructure (water, wastewater, solid waste, and technical assistance on operation & maintenance). IHS has the primary responsibility and authority to provide American Indian and Alaska Native homes and communities with the necessary sanitation facilities, health care and associated facilities, and related services.

- Snyder Act, 25 U.S.C. 13
- "Transfer Act", 42 U.S.C. 2001 et seq.
- Public Law 86-121, 42 U.S.C. 2004a (Section 7 of the Transfer Act)
- Indian Self-Determination and Educational Assistance Act, Public Law 93-638, as amended (25 U.S.C. 450 et seq.)
- Indian Health Care Improvement Act, Public Law 94-437, as amended (25 U.S.C. 1601 et seq.)
- Indian Lands Open Dump Cleanup Act of 1994, Public Law 103-399, (25 U.S.C. 3901 et seq.)

**Environmental Protection Agency** is authorized under major environmental laws to perform a range of various environmental media activities related to providing quality housing and infrastructure, including but not limited to:

- The Clean Water Act (CWA) of 1977, (33 U.S.C. 1251 et seq.) established the basic structure for regulating discharges of pollutants into the waters of the United States. It gives EPA the authority to implement pollution control programs such as setting wastewater standards for industry. The CWA also contains requirements to set water quality standards for all contaminants in surface waters. Improving access to basic sanitation is covered under the CWA.
- The Safe Drinking Water Act (SDWA) of 1974, (42 U.S.C. 300f et seq.) established programs for protection of drinking water quality. It focuses on all waters, whether actually or potentially designated for use as drinking water, from both above ground and underground sources. The SDWA authorizes EPA to set drinking water standards and requires all owners/operators of public water systems to comply with the National Primary Drinking Water Regulations.
- The Resource Conservation and Recovery Act (RCRA) of 1976, (42 U.S.C. 321 et seq.) gives EPA the authority to control hazardous waste from “cradle-to-grave.” This includes the generation, transportation, treatment, storage, and disposal of hazardous waste. RCRA also establishes a framework for the management of non-hazardous wastes.

**Department of the Interior – Bureau of Indian Affairs** is authorized, pursuant to 25 CFR parts 162, 169, and 170, to assist in the preparation of appropriate lease documents for housing sites and required easements; to review, approve and record all required trust or restricted fee land lease and easement documents; to develop access roads to housing sites in accordance with tribal road priorities; to provide maintenance services for those roads and streets accepted into the BIA road systems; and to assist with other support, when available, that may be necessary for the timely development of housing.

**Department of the Interior – Bureau of Reclamation** is authorized pursuant to the Reclamation Act of 1902, as amended and supplemented, and other applicable Federal Law, to construct, operate, and maintain water resources projects in the 17 Western States, and as applicable, the State of Hawaii.

#### B. General Authorities

**Data and Information** – The Information Technology Management Reform Act (Klinger-Cohen Act) and the Office of Management and Budget Circular A-16 mandate that all federal agencies, including the partners, develop common data standards and protocols for the efficient sharing of information.

#### C. Affect of MOU on Authorities of Parties

Nothing in this MOU alters the statutory authorities or any other authorities of the parties. This MOU is intended to facilitate cooperative efforts for the mutual provision of services, support, and technical assistance by the parties in the conduct of their official business.

### III. Responsibilities

- A. Each party commits at the highest appropriate level to implement agreed upon activities to help successfully meet the purposes of this MOU.
- B. Each party commits to tribal consultation on the separate project-specific or geographically-specific agreements which implement actions that have substantial direct effects on one or more Indian tribes; and to ensure meaningful and timely input by tribal officials prior to executing those agreements.

- C. Each party, to the extent legally appropriate and practicably feasible, will provide the other signatories with access to relevant data related to the identified programmatic activities to help successfully meet the purposes of this MOU.
- D. The parties will convene on a regular basis to discuss issues within the scope of and related to the purposes of this MOU.

#### **IV. Rights in Data**

Data that is provided to the coordinating Agency/Department 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 decide to impose restrictions on specifically designated data or information.

#### **V. Responsible Officers**

- A. The following are the responsible officers, at the time of this signing, for each party to this MOU:

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 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

- B. This section shall be revised, as necessary, due to organizational changes.
- C. Coordination – The Environmental Protection Agency will coordinate with the other signatory agencies on monthly meetings intended to scope out future activities pursuant to this MOU.

#### **VI. Limitations**

- A. All commitments made pursuant to this MOU are subject to the availability of appropriated funds and each party's budget authorities and priorities. Nothing in this MOU, in and of itself, requires the parties to commit, obligate or expend their 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.
- 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 direct or apply to any person outside of the named parties.


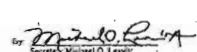


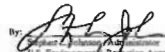
**VII. Duration**

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 amending this 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 Mike Johanns U.S. Department of Agriculture Date: 6-5-07	By:  Secretary Michael O. Leavitt U.S. Department of Health and Human Services Date: JAN 31 2008	By:  Secretary Alphonso Jackson U.S. Department of Housing and Urban Development Date: 2 4 2008	By:  Secretary Dirk Kempthorne U.S. Department of the Interior Date: APR 11 2007	By:  Secretary Robert M. Anderson U.S. Environmental Protection Agency Date: 06 11 2007
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