

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U.S. DEPARTMENT OF DEFENSE
OFFICE OF THE DEPUTY UNDERSECRETARY OF DEFENSE
(ENVIRONMENTAL SECURITY),
THE
U. S. DEPARTMENT OF ENERGY
OFFICE OF ENVIRONMENTAL MANAGEMENT,
THE
U. S. DEPARTMENT OF INTERIOR
OFFICE OF POLICY, MANAGEMENT AND BUDGET,
AND THE
U.S. ENVIRONMENTAL PROTECTION AGENCY
OFFICE OF SOLID WASTE AND EMERGENCY RESPONSE**

I. PURPOSE

The purpose of this Memorandum of Understanding ("MOU") is to establish policies and procedures for the general working agreement between the Office of the Deputy Under Secretary of Defense (Environmental Security) of the U. S. Department of Defense ("DoD"), the Office of Environmental Management of the U. S. Department of Energy ("DOE"), the Office of Policy, Management and Budget of the U. S. Department of Interior ("DOI"), and the Office of Solid Waste and Emergency Response ("OSWER") of the U. S. Environmental Protection Agency ("EPA") in support of the EPA's National Environmental Justice Advisory Council ("NEJAC") Federal Facility Working Group ("Working Group").

II. BACKGROUND

The Federal Facilities Working Group was chartered by NEJAC in response to public comments received regarding federal facility issues at NEJAC meetings. The Working Group extends beyond the current NEJAC membership to assess environmental justice issues at these federal facilities. The participation of and support from EPA's federal partners is essential for this Working Group's successful performance. A coordinated effort between DoD, DOE, DOI, and EPA will provide an important and necessary source of support and input for the Working Group's efforts and serve as a model of partnership for future such endeavors.

III. AGREEMENT,

DoD, DOE, DOI, and EPA will develop and improve their cooperative working relationship through collaborative action in support of the NEJAC Federal Facilities Working Group. Support may include: sharing knowledge, collecting and disseminating information on federal facilities and policies, logistics coordination, and assisting product development.

IV. PROGRAMMING, BUDGETING, FUNDING, AND REIMBURSEMENT ARRANGEMENT

- A. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds among the Parties to this MOU will be handled in accordance with applicable laws and regulations and procedures, and will be subject to separate, subsidiary agreements that shall be effected in writing by representatives of all Parties.
- B. This MOU in no way restricts DoD, DOE, DOI, or EPA from participating in similar activities or arrangements with other entities or Federal agencies.
- C. Other Federal agencies may participate in the Working Group and enter as a signatory to the MOU.
- D. Nothing in this MOU shall obligate DoD, DOE, DOI, or EPA to expend any funds, appropriated or non appropriated, or to enter into any contract or other obligations.

V. AUTHORITIES

The authorities governing this MOU are as follows:

The Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended.

The Resource Conservation and Recovery Act (RCRA), as amended.

The National Environmental Policy Act of 1969, as amended.

Executive Order 12898 on Environmental Justice.

Executive Order 13084 on Consultation and Coordination with Indian Tribal Governments.

VI. EFFECTIVE DATE

This MOU will become effective upon signature by all parties and shall remain in effect until termination by any party. Any party may terminate this MOU upon 90 days written notice to the other Party(ies). Its provisions will be reviewed annually and amended or supplemented as may be agreed upon mutually.

VII. OTHER MOUs

There are no superseding MOUs on this topic between the Parties hereto.

ENVIRONMENTAL JUSTICE AND FEDERAL FACILITIES - RECOMMENDATIONS FOR IMPROVING
STAKEHOLDER RELATIONS BETWEEN FEDERAL FACILITIES AND ENVIRONMENTAL JUSTICE
COMMUNITIES

NEJAC October 2004

