

MEMORANDUM OF UNDERSTANDING

between the

Office of Solid Waste and Emergency Response

U. S. Environmental Protection Agency

and the

Rivers, Trails and Conservation Assistance Program of the
National Park Service of the U. S. Department of the Interior.

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 Solid Waste and Emergency Response (OSWER) of the United States Environmental Protection Agency (EPA) and the Rivers, Trails, and Conservation Assistance Program (RTCA) of the United States Department of the Interior's National Park Service. The purpose of the MOU is to support projects of mutual interest such as EPA's Brownfields program and RTCA's involvement in sustainable community-based environmental conservation.

II. Background

The EPA will have funded 50 Brownfields pilot projects by the end of 1996. EPA's intent, through those pilots, is to assist communities in promoting environmental clean-up, economic redevelopment and employment opportunities.

It has become increasingly clear that as the EPA Brownfields Action Agenda matures, it must provide a series of models for other states and municipalities looking to clean up and redevelop potentially contaminated urban properties. To accomplish this EPA needs to cooperate and coordinate with other federal programs with experience and expertise in community-based conservation. RTCA's mission is to support citizen groups, and local and state governments to facilitate community-based action protecting rivers, trails and open space. It has given priority to working in urban environments, and therefore can play a pivotal role in complementing Brownfields efforts to create truly sustainable communities in a holistic manner.

III. Agreement

Whereas, EPA's Assistant Administrator for OSWER, is authorized and directed to establish and maintain programs, incentives, networks and other institutional mechanisms to minimize the quantity and toxicity of waste created by commercial, domestic, and government activities; to ensure environmentally sound management of solid and hazardous wastes; and to prepare for and respond in a timely and effective manner to releases of hazardous materials into the environment; and

Whereas, the Secretary of the Interior is authorized by the Wild and Scenic Rivers Act, Section 11, the National Trails System Act, especially Section 11, both of 1968, and other Acts including the Outdoor Recreation Act of 1963, to provide assistance to states, localities, and private organizations through the National Park Service;

Therefore, the purpose of this MOU is to create a framework for developing and improving the EPA/DOI cooperative working relationships by taking collaborative action in support of both EPA's Brownfields Pilots and RTCA's urban conservation projects conducted through their respective national and regional offices.

Focus of Cooperative Activities

EPA and RTCA share a mutual interest in the following issues and will use this agreement to expand their cooperation to address:

- The increasing volume of vacant land in urban areas that impedes reinvestment in the urban core and results in increased pressure to develop surrounding lands. There is a clear and pressing relationship between inability to reuse Brownfields and the development of outlying "greenfields";
- The need to establish sustainable community-based organizations in urban areas focused on the entire array of social and environmental issues. The issues of urban economic development, environmental health, housing and conservation are all integrally related;
- The complexity of urban issues that requires long-term solutions and community-based planning. Funding alone does not adequately address the urban environmental agenda. New institutions may need to be established to respond successfully to the full array of

issues which impede urban redevelopment, including liability problems and project financing difficulties;

- The Groundworks Trust model has been successfully used to reclaim derelict land for conservation, recreation and economic development in the United Kingdom (UK) for the past 12 years and merits further consideration. It currently operates a network of 40 Trusts in the UK and Europe. Several US communities have expressed commitment to evaluating whether similar community corporations for the environment should be established in the US.

IV. Programming, Budgeting, Funding, and Reimbursement Arrangement

- A. This MOU is neither a fiscal nor a funds obligation document. Any transfer of funds between parties can take place through existing authorities;
- B. Generally, any endeavor involving the contribution of funds will occur at the state or local level following normal procurement or other appropriate processes and shall be effected in writing by representatives of the organizations involved.
- C. This MOU in no way restricts EPA or DOI from participating in similar activities or arrangements with other entities or Federal agencies.
- D. Nothing in this MOU shall obligate EPA or DOI to expend appropriations, obligate funds or enter into any contract or other agreement.

V. Authorities

The authorities governing this MOU are as follows:

The Comprehensive Environment Response, Compensation and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA);

The Emergency Planning and Community Right-to-Know Act (EPCRA), also known as SARA Title III, The Resource Conservation and Recovery Act (RCRA), as amended by the Hazardous and Solid Waste Amendments of 1984 (HSWA), including Subtitle C (hazardous waste), Subtitle D (solid waste), Subtitle I (underground storage tanks); and Subtitle J (otherwise known as the Medical Waste Tracking Act of 1988); and The Oil Pollution Act of 1990 (OPA).

The National Environmental Policy Act of 1996, as amended (NEPA) Pub. L. 91-190, 42USC 4321-4347; and Executive Order 12898 on Environmental Justice.

VI. Effective Date

This MOU will become effective upon signature by the Assistant Administrator, EPA Office of Solid Waste and Emergency Response, and the Assistant Director of the National Park Service for the National Center for Recreation and Conservation, DOI, and shall remain in effect until termination by either Party. Either Party may terminate this MOU upon 90 days written notice to the other Party. 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.



Elliott P. Laws
Assistant Administrator
Office of Solid Waste and
Emergency Response
7/26/99



D. Thomas Ross
Acting Assistant Director
National Center for
Recreation and Conservation
National Park Service
7/26/96

Date

Date