



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240

Memorandum of Understanding

Between

**The Office of the Assistant Secretary – Indian Affairs U.S. Department of the Interior
and**

Enterprise Community Partners, Inc.

I. PURPOSE

This Memorandum of Understanding (MOU) is entered into by and between the U.S. Department of the Interior (DOI) Office of the Assistant Secretary – Indian Affairs (ASIA) and Enterprise Community Partners, Inc. (Enterprise), collectively "the Parties." This MOU sets forth the intent of the Parties to cooperate on: a) efforts to increase the capacity of Tribal communities to engage and collaborate with the business community and other entities to leverage federal and Tribal resources to support tribally-led community based economic development in the areas of affordable housing and homeownership; b) develop best practices and tools for sustainable homeownership programs within Tribal communities; c) provide resources to Tribes interested in developing Tribal-public-private partnerships; and d) provide guidance to philanthropic and private sector organizations interested in engaging directly with Tribal Nations (the "Initiative"). DOI's participation will be carried out under the Office of the Assistant Secretary-Indian Affairs Public-Private Partnership Pilot Project as well as other Federal agencies that support public-private initiatives. Through this collaborative effort, the Parties seek to maximize the benefits of shared learning and shared resources on strategies and policies to better support Tribal communities implementing economic development partnership programs.

II. INTRODUCTION AND BACKGROUND

Native American communities lack access to credit, capital and financial services needed to adequately affect severe social and economic distress. There has been little coordination between federal agencies and conventional financial institutions, non-profit entities, and foundations to adequately respond to the needs of Tribal communities around affordable housing and homeownership.

The United States has a special trust responsibility and relationship to Tribes that includes programmatic and funding responsibilities. Historically, there has been little formal coordination of efforts between federal and private-philanthropic programs that support Tribes. This disconnect has resulted in many programs being under-leveraged and opportunities have been missed for maximum impact and innovation. This recognition of opportunities missed calls for the federal government to work with Tribes, Tribal organizations, and philanthropy to create

public/private partnerships that foster culturally appropriate, sustainable intergenerational health and economic development programs.

ASIA and Enterprise recognize the challenges posed by the confluence of these factors and the importance of local partner coordination and capacity. Therefore, ASIA and Enterprise intend to collaborate on mutual priorities to support affordable housing and homeownership initiatives and maximize the benefits of shared learning and shared resources on strategies and policies for the efficient and equitable coordination of philanthropic, private sector, and federal funding to support Tribally-led initiatives throughout Indian Country.

III. AUTHORITIES

ASIA enters into this MOU under the authority of 25 U.S.C. §2, 25 U.S.C. § 13 (Snyder Act), 25 U.S.C. § 5341, 42 U.S.C. 4763, and other authorities related to partnership development with Tribal Nations.

IV. AGREEMENT OF THE PARTIES

A. ASIA Responsibilities

1. Facilitate interagency coordination, i.e., with other DOI agencies and support and encourage coordination efforts with other federal agencies, including Department of Housing and Urban Development, Department of Commerce and Department of Agriculture where appropriate.
2. Assist with interagency coordination through the White House Council on Native American Affairs.
3. Facilitate and support data sharing and analysis with Enterprise and Tribes, TDHEs, and Native CDFIs and CDCs serving tribal territories and communities in support of Tribal economic development efforts.
4. Contribute appropriate federal resources and subject matter expertise to support the purpose of this MOU

B. Enterprise Responsibilities

1. Facilitate a coordinated asset mapping of existing housing, homeownership and community development projects and activities among Tribal nations within the nationwide reach of Enterprise's Rural and Tribal Nations team, to include analysis of historical context of land base, current public resources, and self-determined resources to leverage within each community.
2. Contribute to the education of private capital sources around the policies and history of the sovereign nations Enterprise assists to increase understanding of Tribal sovereignty, the nature of disparity in housing, homeownership and community development within Tribal communities, and feasible solutions in pairing private capital with public resources.

3. Assist in coordination with the White House Council on Native American Affairs, DOI and other federal agencies focused on the concept, barriers and successes of public-private capital partnerships in support of housing, homeownership and community development activities in Tribal communities.
4. Identify and contribute subject matter expertise to support the purpose of this MOU.

C. Mutual Responsibilities

1. Topics that the Parties intend to collaborate on include but are not limited to the following:
 - a. Economic development projects and programs that support Tribal affordable housing and homeownership initiatives.
 - b. Community based economic development; and
 - c. Increasing access to qualitative data that further supports the mission of this MOU.
2. Consistent with the goals of the Initiative, the Parties agree to share information regarding their respective efforts to promote, support, and aid Tribes and Tribal organizations in affordable housing development and homeownership programs. This may include:
 - a. Connecting Parties to interested Tribes and Tribal organizations.
 - b. Facilitating meetings between interested Tribes, Tribal organizations; private sector and philanthropic groups, NGOs and federal agencies; and
 - c. Facilitating relevant trainings, technical assistance, capacity building activities and other resources amongst interested tribes, tribal organizations, and other interested parties;
3. Within two weeks of entering the MOU, the Parties will work towards establishing a mutually agreed upon schedule of regular meetings for the furtherance of identified responsibilities pursuant to this MOU.
4. Develop annual work plans.
5. The Parties shall store and maintain all records and information obtained pursuant to this MOU in manner that is secured from access by unauthorized persons to the extent allowed by law.


V. GENERAL PROVISIONS

- A. **No Obligation of Appropriations.** No exchange of funds will occur under this MOU. This MOU does not obligate DOI or Enterprise to spend funds on any project or purpose. In the event of exchange of funds, such transactions will be governed by separate, specific agreement(s).

- B. **Publicity and Messaging:** The Parties shall coordinate all public statements and other disclosures with regard to this MOU, and none of the Parties may enter into any publicity regarding this MOU unless all of the Parties consult and agree in advance on the form, timing, and contents of any such publicity, announcements, or disclosure.
- C. **Limitations Based on Authority.** Nothing in this MOU is intended, or shall be construed, to limit or in any way affect the authority or legal responsibilities of the ASIA.
- D. **Other Agreements.** Nothing in this MOU is intended, or shall be construed, to restrict the ASIA from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- E. **No Third-Party Beneficiary Rights.** This MOU does not, and is not intended to, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against Enterprise or the United States, their departments, agencies, or entities, their officers, employees, or agents, or any other person.
- F. **Indemnification.** Each Party shall be solely responsible for the acts and omissions of its employees, agents, and contractors in the performance of this MOU or any addendum thereto. Neither Party shall be liable in any action initiated against it by the other party for damages resulting from or arising out of this MOU, whether based on contract, tort, or any other legal theory. Neither party will indemnify the other party against any liabilities, claims for damages, suits, losses, and expenses sustained or incurred by the other party that result from or arise out of this MOU.
- G. **Termination.** The Parties may each terminate participation in this MOU at any time through written notification seven (7) days in advance of the proposed termination date to the other party. For clarity, upon termination, all obligations from one party to another shall cease, including obtaining approval for publicity.
- H. **Modification.** The Parties may amend or modify this MOU at any time through an agreement in writing. Other Federal Agencies may participate in this MOU at any time while the MOU is in effect. Participation will be evidenced by an amendment to this MOU which adds the Federal Agency, outlines that Federal Agency's responsibilities as approved by ASIA and Enterprise and is signed by all Parties, including an official of the Federal Agency.
- I. **Term.** The initial term shall be [Date] until June 1, 2024. This MOU may be extended at any time through an addendum mutually agreed upon and signed by the Parties.
- J. **Dispute Resolution.** It is the goal of the Parties to resolve any disputes they may have through good faith discussions.
- K. **Entirety of the Agreement.** This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral, concerning the matters addressed herein.

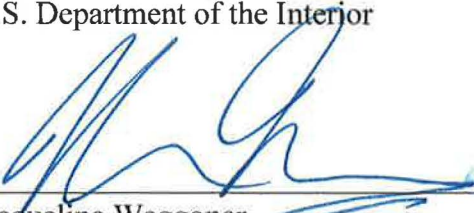
- L. **Severability.** Should any portion of this MOU be determined to be illegal or unenforceable, the remainder of the MOU will continue in full force and effect, and the Parties may renegotiate the terms affected by the severance.
- M. **Counterparts.** This MOU may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.
- N. **No Assignment.** No Party may assign any portion of this MOU without the prior written consent of the other party. This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- O. **Endorsement:** The Parties shall not publicize or circulate any materials (including advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications) suggesting, expressly or implicitly, that the United States of America, the Department of the Interior, ASIA, or any government employee endorses any business, brands, goods or services.
- P. **Limitations on Lobbying.** The Parties agree that they will not lobby for or otherwise seek the appropriation of funds from Congress to meet that commitment. The Parties may not use any appropriated funds (including property, utilities, or services acquired with, or supported by, Congressionally- appropriated funds) to lobby or attempt to influence Congress or any official of any government

APPROVALS



Bryan Newland
Assistant Secretary – Indian Affairs
U.S. Department of the Interior

12-2-2022
Date



Jacqueline Waggoner,
President, Solutions Division,
Enterprise Community Partners, Inc.

12-2-2022

Date