

**MEMORANDUM OF AGREEMENT**  
**on**  
**PUBLIC AND ENVIRONMENTAL HEALTH INITIATIVES**  
**between the**  
**U.S. ENVIRONMENTAL PROTECTION AGENCY**  
**the**  
**ENVIRONMENTAL COUNCIL OF THE STATES**  
**and the**  
**ASSOCIATION OF STATE AND TERRITORIAL HEALTH OFFICIALS**

**I. PURPOSE AND INTENT**

The purpose of this Memorandum of Agreement (Agreement) between the United States Environmental Protection Agency (EPA), the Environmental Council of the States (ECOS), and the Association of State and Territorial Health Officials (ASTHO) (hereinafter, the “Parties”) is to advance cooperative initiatives pertaining to environmental health. Since the public health and well-being of citizens of the United States relies heavily on the condition of their physical environment, under this Agreement the Parties intend to collaborate in developing tools, reports, workshops, meetings, communications pathways, and other tangible outcomes and initiatives that leverage resources and advance the Parties’ mutually shared mission of protecting the public’s health from environmental threats and hazards and strengthening environmental health systems across the nation. Since 2016, this unique alliance has consistently delivered impactful and timely results, bridging environmental science and public health through joint projects, knowledge sharing, and capacity-building efforts.

**II. THE PARTIES**

The **United States Environmental Protection Agency (EPA)** is committed to providing clean air, land, and water for every American, which is central to the EPA's core mission to protect human health and the environment. To provide clean air, the EPA efforts focus on reducing air pollution and toxics that can cause or exacerbate health issues and ensuring compliance with national emission standards. The EPA also works to provide Americans with access to clean and safe water and enhance the security and availability of this vital resource. Moreover, the EPA provides technical assistance to help improve critical water challenges such as infrastructure upgrades, cybersecurity, and emergency preparedness. Additionally, the EPA will continue its efforts to provide clean and safe land for all Americans by expediting the cleanup of contaminated sites, promoting land revitalization, and supporting a system where materials are reclaimed, reused and recycled to reduce waste. The EPA's work extends to promoting the safety of chemicals and pesticides and reducing environmental risks while also effectively communicating risk information to the public. The EPA is committed to environmental stewardship, cooperative federalism, and delivering results that make a real difference in Americans’ lives. The Agency is working to advance the Administrator’s five strategic pillars: Clean Air, Land, and Water for Every American; Restore American Energy Dominance; Permitting Reform, Cooperative Federalism, and Cross-Agency Partnership; Develop Artificial Intelligence (AI) Capabilities; and Protect American Auto Jobs. By working with partners such as states, Tribes, and industry to achieve these goals, the EPA empowers states and local governments to promote innovative, localized solutions.

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The **Environmental Council of the States (ECOS)** is a national non-profit, non-partisan association of state and territorial environmental agency leaders. The purpose of ECOS is to improve the capability of state environmental agencies and their leaders to protect and improve human health and the environment of the United States of America. ECOS' belief is that state government agencies are the keys to delivering environmental protection afforded by both federal and state law. Further, ECOS plays a critical role in facilitating a quality relationship between federal and state agencies in the fulfillment of that mission. That role is defined as:

- Articulate, advocate, preserve, and champion the role of the states in environmental management;
- Provide for the exchange of ideas, views and experiences among states and with others;
- Foster cooperation and coordination in environmental management; and
- Articulate state positions to Congress, federal agencies, and the public on environmental issues.

ECOS also advances projects and initiatives through its non-profit education and research arm the Environmental Research Institute of the States (ERIS).

The **Association of State and Territorial Health Officials (ASTHO)** is a national nonprofit organization representing public health agencies in the United States, the U.S. Territories, and the District of Columbia, and over 100,000 public health professionals these agencies employ. ASTHO members, the chief health officials of these jurisdictions, influence public health policy and ensure excellence in state-based public health practice. ASTHO's primary function is to track, evaluate, and advise members on the impact and formation of public or private health policy which may affect them and to provide them with guidance and technical assistance on improving the nation's health. ASTHO's Environmental Health Program helps state and territorial public health agencies build their capacity to respond to environmental public health challenges in the larger context of health security. ASTHO provides resources to assist its members in addressing emerging environmental health issues, and influences discussions and policymaking around environmental health to ensure the inclusion of state and territorial health perspectives in developing policy.

### III. AUTHORITIES

EPA enters into this MOA pursuant to the following authorities: Section 102(2)(J) of the National Environmental Policy Act, 42 U.S.C. 4332(2)(J); Sections 103(a) and (g) of the Clean Air Act, 42 U.S.C. 7403(a) and (g); Sections 104(a) and (b) of the Clean Water Act, 33 U.S.C. 1254(a) and (b); Section 8001(a) of the Solid Waste Disposal Act, 42 U.S.C. 6981(a); Section 203(a) of the Marine Protection, Research and Sanctuaries Act, 33 U.S.C. 1443(a); and in furtherance of the collaborative federalism goals embodied in Executive Order 13132.

### IV. AGREEMENT

**WHEREAS**, the public health and well-being of citizens of the United States relies heavily on the condition of their physical environment;

**WHEREAS**, the Parties are committed to taking actions to advance the health and well-being of the citizens they serve and of their environmental surroundings;

**WHEREAS**, collaboration between the Parties will leverage, enhance, and advance awareness of issues and policies that lie at the intersection of public health and the environment;

**NOW, THEREFORE BE IT RESOLVED THAT EPA, ECOS, AND ASTHO:**

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- Intend to work more closely and effectively together to develop tools, reports, workshops, meetings, and other tangible outcomes and initiatives that will advance, leverage, and mutually reinforce connections between environmental conditions and public health;
- Within four months of entering into this Agreement, plan to jointly identify both short- and long-term outcomes to further under this Agreement, using existing and any other identified resources;
- Annually, plan to summarize via their respective websites, to their leaderships, and publicly, the accomplishments of initiatives undertaken via this Agreement.

## V. LIMITATIONS

A. This is a voluntary Agreement expressing the good-faith intentions of the parties and is not intended to be legally binding or create any contractual obligations on any party. This Agreement does not supersede any federal or state law, nor is it legally enforceable. Moreover, this Agreement does not replace or supersede any federal or state requirements, and acting consistent with the provisions of the Agreement does not necessarily assure compliance with federal or state law.

B. This Agreement is neither a fiscal nor a funds obligation document. Nothing in this MOA, in and of itself, obligates EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations that would be inconsistent with Agency budget priorities. Any endeavor involving reimbursement or contribution of funds between the parties to this Agreement will be handled in accordance with applicable laws, regulations, and procedures, and will be subject to separate subsidiary agreements that will be effected in writing by representatives of the parties. The Parties waive any claim for compensation for services rendered to EPA in connection with any activities it carries out in furtherance of this MOA. This MOA does not exempt the Parties from EPA policies governing competition for assistance agreements.

C. Pursuant to Federal ethics rules, EPA employees may not, with limited exceptions, endorse or promote products or services offered by or provided by any non-federal entity. Nothing in this MOA constitutes an endorsement by either party of the other, including any products or services, or any fundraising activity or promotion. ECOS and ASTHO agree not to make statements to the public at workshops and meetings, promotional literature, on its website or through any other media that imply that EPA or any of its employees endorses ECOS or ASTHO or any service or product offered by them. In addition, ECOS and ASTHO agree not to make statements that imply that EPA supports ECOS's efforts to raise public or private funds. Any statements or promotional materials prepared by ECOS or ASTHO that describe this MOA must be approved in advance by EPA. Nothing in this MOA prevents the parties from making factual statements to the public about their efforts under this MOA. Any use of the EPA logo requires written approval from EPA's Office of External Affairs.

D. This Agreement in no way restricts the Parties and their signatories from participating in similar activities or arrangements with other entities or federal agencies.

E. This Agreement does not create any right or benefit, substantive or procedural, enforceable by law or equity against the signatories, their officers or employees, or any other person. This Agreement does not direct or apply to any person outside the signatories to the document.

## **VI. PROPRIETARY INFORMATION**

A. To carry out the joint work resulting from this MOA, the parties may need to disclose proprietary information to EPA. For the purpose of this MOA, proprietary information is defined as trade secrets, or commercial or financial information that an affected business claims to be confidential and is not otherwise available to the public. ECOS and/or ASTHO agree to clearly identify as such proprietary information disclosed to EPA in writing; and to clearly memorialize in writing, within a reasonable time, any proprietary information initially disclosed orally. EPA agrees not to disclose, copy, reproduce, or otherwise make available in any form whatsoever to any other person, firm, corporation, partnership, association, or other entity MOA participants between the U.S. Environmental Protection Agency, ECOS and ASTHO information designated as proprietary information without consent of ECOS and/or ASTHO except as such information may be subject to disclosure under the Freedom of Information Act (5 U.S.C. § 552), and EPA's regulations at 40 C.F.R. Part 2, or as otherwise authorized by law. Nothing in this MOA should be interpreted as an express or implied assurance that information claimed as proprietary information under this MOA is entitled to confidential treatment.

## **VII. INTELLECTUAL PROPERTY**

A. The parties agree that any copyrightable subject matter, including but not limited to journal articles, training, educational or informational material or software, created jointly by the parties from the activities conducted under the MOA may be copyrighted as joint works by ECOS and ASTHO. ECOS and ASTHO each hereby grant to the federal government a royalty-free, nonexclusive, irrevocable right to reproduce, distribute, make derivative works, and publish or perform the work(s) publicly, or to authorize others to do the same on its behalf.

B. The parties agree that any patentable invention made pursuant to the terms of this MOA will be owned by the inventing party in accordance with U.S. patent law. The parties further agree that any patentable invention made jointly by two or more parties will be owned by those parties as co-owners in accordance with U.S. patent law. Respective rights in inventions made pursuant to the terms of this MOA may be assigned or licensed under a separate agreement.

## **VIII. POINTS OF CONTACT**

The following individuals are designated points of contact for the MOA:

### **U.S. Environmental Protection Agency:**

Lisa Matthews  
Office of Applied Science and Environmental Solutions  
Office of the Administrator  
U.S. Environmental Protection Agency  
1200 Pennsylvania Ave., NW  
Washington, DC 20460  
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Tel: 202-564-6669

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**Environmental Council of the States:**

Carolyn Hanson  
Deputy Executive Director  
Environmental Council of the States  
1250 H Street NW, Suite 850  
Washington, DC 20005  
Email: [chanson@ecos.org](mailto:chanson@ecos.org)  
Tel: 202-266-4924

**Association of State and Territorial Health Officials:**

Meredith Allen, DrPH, MS  
Vice President, Health Security  
Association of State and Territorial Health Officials  
2461 South Clark St., Suite 200  
Arlington, VA 22202  
Email: [mallen@astho.org](mailto:mallen@astho.org)  
Tel: 571-318-5407

**IX. DURATION AND EFFECTIVE DATE**


This Agreement shall remain in effect for five years (2026 - 2031) unless terminated earlier by any party, which may be effected via e-mail notification to the other parties. This Agreement shall become effective upon signature by the Administrator of the U.S. Environmental Protection Agency, the President of the Environmental Council of the States, and the President of the Association of State and Territorial Health Officials.

**X. ACCEPTANCE**

Signed this 19<sup>th</sup> day of March 2026  
for the  
U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

  
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The Honorable Lee Zeldin, Administrator

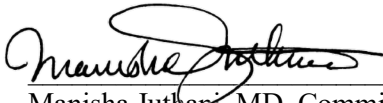
Signed this 30<sup>th</sup> day of March 2026  
for the  
ENVIRONMENTAL COUNCIL OF THE STATES (ECOS)

  
\_\_\_\_\_  
Chris Wells, Executive Director, Mississippi Department of Environmental Quality,  
ECOS President

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Signed this 30th day of March 2026  
for the

*ASSOCIATION OF STATE AND TERRITORIAL HEALTH OFFICIALS (ASTHO)*



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Manisha Juthani, MD, Commissioner, Connecticut Department of Public Health,  
ASTHO President