



**MEMORANDUM OF AGREEMENT
BETWEEN THE UNITED STATES GENERAL SERVICES ADMINISTRATION
OFFICE OF FLEET MANAGEMENT AND INDIAN AFFAIRS WITHIN THE UNITED
STATES DEPARTMENT OF THE INTERIOR**

1. **INTRODUCTION:** This Memorandum of Agreement (“MOA”) between the United States General Services Administration (“GSA”), Office of Fleet Management (“GSA Fleet”) and Indian Affairs within the United States Department of the Interior (“AS-IA”)¹ identifies the roles and responsibilities of the parties in authenticating the eligibility of tribal organizations² and tribally-controlled schools³ (hereinafter “tribal entities”) of obtaining GSA Fleet’s leasing services.
2. **BACKGROUND:** This MOA demonstrates AS-IA’s and GSA Fleet’s collaborative efforts to strengthen the process for determining when tribal entities are able to obtain GSA Fleet leasing services. GSA Fleet needs to ensure tribal entities are authorized before providing access to GSA Fleet’s leasing services. AS-IA is the agency that originates the contracts, grants, agreements, and compacts with the tribal entities covered by this MOA, and is the agency that can authenticate the eligibility of a tribal entity to obtain GSA Fleet services in accordance with the authorities outlined below. As the originating agency, AS-IA is in the best position to access centralized documentation necessary to authenticate a tribal entity’s eligibility. GSA Fleet and AS-IA will review this MOA annually to determine if any amendments are needed. Amendments will be addressed as specified in the Amendments Section of this MOA (Section 6).
3. **AUTHORITIES:** The following authorities enable GSA to operate a Federal Government fleet system and allow tribal entities to use GSA Fleet leasing services.
 - A. 40 U.S.C. §§ 601-611.
 - B. Indian Self-Determination and Education Assistance Act (“ISDEAA”), Pub. L. No. 93-638, 88 Stat. 2203 (1975) (codified as amended at 25 U.S.C. § 5321, *et seq.*).
 - C. Tribally-Controlled Schools Act (“TCSA”), Pub. L. No. 100-297, 102 Stat. 130 (1988) (codified as amended at 25 U.S.C. § 2501, *et seq.*) (See attached opinion from the Department of the Interior’s (“DOI”) Office of the Solicitor, which is incorporated into this MOA by reference).

¹ “Indian Affairs” refers to the Office of the Assistant Secretary-Indian Affairs, the Bureau of Indian Affairs, and the Bureau of Indian Education.

² Tribal organization is defined in 25 U.S.C. § 5304.

³ Tribally controlled school is defined in 25 U.S.C § 2511.

- D. Final Rule implementing Tribal Self-Governance as authorized by Title IV of ISDEAA at 25 C.F.R. § 1000.408 which specifically authorizes tribes and tribal organizations, when operating in conformity with an underlying funding agreement, to access Federal supply sources including, but not limited to, interagency motor pool vehicles.

LIMITATION: Eligibility to obtain GSA Fleet’s services does not guarantee that GSA Fleet will provide leasing services to a tribal entity. GSA Fleet will provide services in accordance with the binding federal authorities and the “GSA Fleet Customer Leasing Guide.” When rendering services to a tribal entity, GSA Fleet must also consider the availability of funds to initiate services and the tribal entity’s ongoing ability to pay for services provided. AS-IA cannot provide GSA with information about a tribal entity’s ability to pay for services.

4. ROLES, RESPONSIBILITIES AND PROCEDURES FOR ISDEAA COMPACTS, CONTRACTS, GRANTS, AND AGREEMENTS (INCLUDING SELF-GOVERNANCE FUNDING AGREEMENTS), AND FOR TCSA CONTRACTS, GRANTS, AND AGREEMENTS

- A. AS-IA will provide GSA Fleet with an updated Financial and Business Management System (“FBMS”) file, or an equivalent file, bi-annually (on February 15th and August 1st of each year) to aid GSA Fleet in assessing the eligibility of tribal entities to use GSA Fleet services.
- B. The FBMS file will contain the following information for all current, active (a) ISDEAA compacts, contracts, grants, and agreements (including self-governance funding agreements), and (b) TCSA contracts, grants, and agreements:
 - i. award number,⁴
 - ii. organization field,
 - iii. CFDA number and description,
 - iv. award description,
 - v. tribal entity name, and
 - vi. fiscal year of award.
- C. GSA Fleet will use the file provided by AS-IA as a cross reference for incoming requests from, and existing leasing arrangements with, tribal entities for GSA’s Fleet services. If an award number submitted by a tribal entity matches an award number contained in the file from AS-IA, GSA Fleet will work with the tribal entity to provide, or continue to provide, leasing services to the tribal entity.
- D. If the award number in the request does not match, GSA Fleet will coordinate resolution of the issue in the following order:

⁴ The inclusion of the award number in this file provides GSA Fleet documentation to initiate or continue providing services to the given tribal entity.

- i. GSA Fleet will contact the tribal entity representative provided in the [BIA Tribal Leaders Directory](#) to try to reach a resolution of the discrepancy.
 - ii. If a resolution cannot be reached with the tribal entity contact, then GSA Fleet will notify the designated AS-IA Point of Contact (“POC”) to assist in resolving the discrepancy as follows:
 - Self-Governance Compact Negotiator for self-governance compacts (from the specific servicing area of the tribal entity),
 - Regional Awarding Official (from the specific servicing area of the tribal entity), or
 - Grant Specialist.
- E. AS-IA will provide an updated list of POCs to GSA for the contacts referenced 4.D.ii above with the transmission of the bi-annual data file in order to assist in resolving discrepancies.
- F. Once either a match is determined or a discrepancy is resolved, GSA Fleet will work with the tribal entity to provide services. GSA will maintain documentation related to a resolution of a discrepancy and annotate their files accordingly. If an award number referenced in a bi-annual submission no longer appears in a subsequent bi-annual submission, GSA will follow the steps laid out in 4.D to resolve the discrepancy. AS-IA will also update their internal records as appropriate so the next scheduled data file transmission contains the reconciled data.
- G. GSA Fleet will validate any request for specialty law enforcement vehicles with the Tribal Leader by requiring authorization in writing for such vehicles to ensure the given tribal entity is authorized to lease this vehicle class. If the tribal entity fails to provide required authorization, or if GSA has any questions/or concerns with the authorization, AS-IA agrees to assist with the validation.
5. **FUNDING:** No part of this MOA shall be construed as creating a financial obligation on the part of the Parties. This MOA strictly outlines the roles, responsibilities, and procedural steps that will be taken by GSA Fleet and AS-IA in support of tribal entities and does not represent funding necessary for those services.
6. **AMENDMENTS:** Amendments to this MOA may be made by the mutual written agreement of the Parties at the same level as the original signature authorities. In the event that AS-IA determines any other authorities allow for tribal entities to obtain GSA Fleet services, AS-IA will provide GSA Fleet a written opinion on that authority. Upon review and agreement between AS-IA and GSA (Office of Government-wide Policy, Office of General Counsel and GSA Fleet) regarding the additional authority, this MOA will be amended and signed by both parties.
7. **TERMINATION:** GSA or AS-IA may terminate this MOA at any point in time after alternative procedures are established to assess tribal entities’ eligibility to obtain GSA Fleet leasing services.

8. **EFFECTIVE DATE:** The effective date of this MOA shall be the date of the final signatures below. This MOA is effective for five (5) years from the date of the latest signature below unless amended or terminated by GSA Fleet or AS-IA. The effective dates for this MOA may be extended during the annual MOA review.

Attachments:

[DOI Legal Opinion](#)

[DOI Legal Clarification](#)

ASSISTANT SECRETARY-INDIAN AFFAIRS OFFICIAL:

Signature:  Date: DEC 31 2020

Name: Tara Sweeney

Title: Assistant Secretary – Indian Affairs

Office/Program: Office of the Assistant Secretary – Indian Affairs

Agency: Department of the Interior

Address: 1849 C Street, NW, MS-4660-MIB, Washington, DC 20240

BUREAU OF INDIAN AFFAIRS OFFICIAL:

Signature:  Date: DEC 31 2020

Name: Darryl LaCounte

Title: Director

Office/Program: Bureau of Indian Affairs

Agency: Department of the Interior

Address: 1849 C Street, NW, MS-4660-MIB, Washington, DC 20240

BUREAU OF INDIAN EDUCATION OFFICIAL:

Signature:  Date: DEC 31 2020

Name: Tony L. Dearman

Title: Director

Office/Program: Bureau of Indian Education

Agency: Department of the Interior

Address: 1849 C Street, NW, MS-4660-MIB, Washington, DC 20240

GSA FLEET OFFICIAL:

Signature:  Date: 1/7/21

Name: William A. Toth, Jr.

Title: Director, Office of Fleet Management

Office/Program: GSA Fleet

Agency: General Services Administration, Federal Acquisition Service

Address: 1800 F Street, NW, Suite 3400

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