



STATE OF IDAHO
DEPARTMENT OF
ENVIRONMENTAL QUALITY

1410 North Hilton • Boise, Idaho 83706 • (208) 373-0502

C.L. "Butch" Otter, Governor
Toni Hardesty, Director

November 6, 2008

Kevin Greenleaf
Environmental Director
Kootenai Tribe of Idaho
P. O. Box 1269
Bonners Ferry, Idaho 83805

Dear Kevin,

Attached is a copy of the signed Memorandum of Agreement between the Kootenai Tribe of Idaho and the Idaho Department of Environmental Quality (DEQ) relating to agricultural smoke management.

DEQ very much appreciates the high level of cooperation and support provided by the Kootenai Tribe in the joint execution of the crop residue disposal program in Boundary County. We look forward to continuing this relationship.

Sincerely


Robert Wilkosz
Manager
Mobile and Area Source Program

RW/f

Encls.

**MEMORANDUM OF AGREEMENT BETWEEN THE IDAHO STATE DEPARTMENT
OF ENVIRONMENTAL QUALITY AND THE KOOTENAI TRIBE OF IDAHO
RELATING TO THE SMOKE MANAGEMENT PROGRAM**

WHEREAS, the Kootenai Tribe of Idaho (Tribe) and the State of Idaho, Department of Environmental Quality (DEQ) (collectively "the Parties") are committed to supporting agricultural activities on Kootenai lands while safeguarding the public, plants, animals, and the environment through education and regulation; and

WHEREAS, the Tribe and DEQ desire to cooperate, build support and promote cooperation among citizens, businesses and governments for the purpose of managing the disposal of crop residues; and

WHEREAS, the Parties wish to work together to administer the Crop Residue Burning (CRB) Smoke Management Program and communicate to the public important information about agricultural burning; and

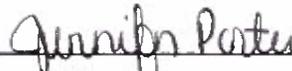
WHEREAS, the Tribe has enacted a Smoke Management and Crop Residue Disposal Code (Kootenai Tribe of Idaho Law and Order Code Chapter 28), which adopts the Idaho state standards for crop residue burning and uses the existing Idaho state regulatory framework for such purpose.

NOW THEREFORE, the Parties enter into this Memorandum of Agreement (the Agreement) and agree as follows:

1. The Tribe agrees to provide to DEQ timely air quality and meteorology information to be used for making appropriate burn calls, applicable to Kootenai lands under Kootenai Tribe of Idaho Law and Order Code § 28-4.01.
2. Upon request of DEQ and the availability of Tribal staff, the Tribe agrees to provide to DEQ field observations during the smoke management season, including but not limited to visibility observations, photos and other objective measures of air quality conditions.
3. DEQ agrees to manage the crop residue disposal program on approximately two-thousand (2,000) acres of Kootenai lands in accordance with DEQ's established procedures and Kootenai Tribe of Idaho Law and Order Code Chapter 28. This includes education of and communication with growers about the program, management of registration, collection of fees and making burn calls, and providing burn approvals to the growers pursuant to Kootenai Code Chapter 28 and Idaho Code §39-114 and IDAPA 58.01.01.618 through 624.
4. DEQ agrees to keep its website current, with on line information including, but not limited to, meteorological forecasts, air quality data and burn decisions. DEQ's website is http://www.deq.idaho.gov/air/prog_issues/burning/crop_residue_burning.cfm. DEQ's operating guide is located on line also.
5. The Tribe agrees to report all complaints to DEQ, or direct complaints to DEQ's toll free information line.

6. DEQ agrees to investigate all complaints and take enforcement actions pursuant to Idaho Code §39-108 in accordance with procedures used throughout the State of Idaho. DEQ agrees to contact the Tribe regarding any formal enforcement action.
7. DEQ agrees to invite the Tribe to Advisory Committee meetings held pursuant to IDAPA 58.01.01.622.03.
8. The Parties recognize that each Party reserves all rights, powers and remedies now or hereafter existing in law or in equity, by statute, treaty or otherwise. Nothing in this Agreement is or shall be construed to be a waiver of the sovereignty of the Kootenai Tribe of Idaho or the State of Idaho. Nothing in this agreement shall extend or in any manner alter the jurisdiction of either Party over any person, matter or land. This Agreement is intended solely for the purposes of facilitating intergovernmental cooperation between the Parties and creates no rights in third parties of the right to judicial review.
9. Either party may terminate this Agreement with thirty days written notice.

Signed by:



Jennifer Porter, Chairperson
Kootenai Tribe of Idaho

9-09-08
Date



Toni Hardesty, Director
Idaho Department of Environmental Quality

10/6/08
Date