

MEMORANDUM OF AGREEMENT

Between
The Coeur d'Alene Tribe

and

The Idaho Department of Environmental Quality

and

The Idaho State Department of Agriculture

Relating to Agricultural Field Burning Management Plan

WHEREAS, the State of Idaho Department of Environmental Quality ("DEQ"), the Idaho State Department of Agriculture ("ISDA") and the Coeur d'Alene Tribe ("Tribe") (collectively "the Parties") each desire to cooperate in the implementation of an agricultural field burning smoke management plan for agricultural field burning activities in Kootenai and Benewah counties and within the exterior boundaries of the Coeur d'Alene Indian Reservation; and

WHEREAS, the Parties share the common goals of protecting human health and preserving the regions air quality during agriculture burning events and seek to cooperatively achieve these goals by minimizing the smoke impacts on the surrounding communities through coordinated and integrated planning efforts; and

WHEREAS, the Parties wish to work together to improve and implement their respective smoke management plans for the 2002 burn season and, in cooperation with the agricultural community, develop a joint plan of operation for the 2003 burn season and future burn seasons.

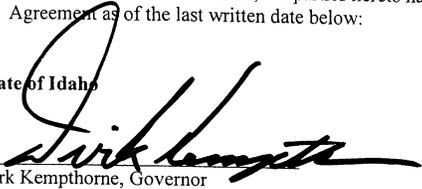
THEREFORE, the Parties enter into this Memorandum of Agreement ("Agreement") and agree as follows:

1. The Parties, to the maximum extent possible, will coordinate the implementation of their respective 2002 smoke management plans and any future joint plans of operation, including the sharing of information, equipment, personnel and other resources.
2. The Parties will share registration information required by the Parties under their respective smoke management plans for all agricultural fields intended to be burned. The Parties will share information regarding actual agricultural fields burned including location, acres and time.

3. The Parties will share access to all the real-time monitoring devices and data applicable to their respective smoke management plans, including nephelometers, TEOM's and meteorological stations through web-based servers. When appropriate, other means of communication will be utilized to share such information.
4. The Parties will share access to locally collected meteorological data such as Pi-bal runs for upper elevation wind speed and direction.
5. The Parties will fund and share daily public comment information from a telephonic hot-line maintained by a contractor in 2002.
6. The Parties will form a technical advisory group made up of representatives from the Tribe's smoke management program, ISDA and DEQ to develop and implement a plan of operations for the 2003 and future burn seasons. The Parties shall seek the participation of the agricultural community and other interested entities and individuals. The objectives of a joint plan of operations include; 1) sharing daily burn plans prior to authorizing burning; 2) making joint forecasts and projections prior to authorizing burning; 3) communicating with each other and the growers during burning events; 4) coordinating decisions to burn, curtail or discontinue burning based on shared meteorological and air quality data and forecast tools; and 5) coordination and sharing of a telephonic comment hot-line providing coverage of areas potentially impacted by smoke from agricultural burning addressed by this Agreement.
7. The Parties recognize that each party reserves all rights, powers, and remedies now or hereafter existing in law or in equity. Nothing in this Agreement is or shall be construed to be a waiver of the sovereignty of the Tribe 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 purpose of facilitating inter-governmental cooperation between the Parties, and creates no rights in third parties of the right to judicial review.
8. Either Party may withdraw from this Memorandum of Agreement by written notice.

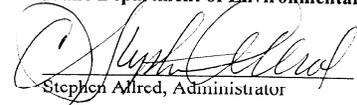
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement as of the last written date below:

State of Idaho


Dirk Kempthorne, Governor

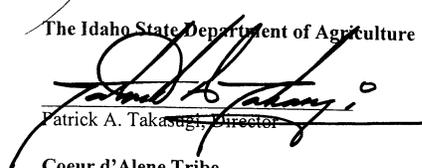
Date: 8-8-02

Idaho Department of Environmental Quality


Stephen Alfred, Administrator

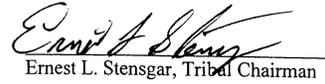
Date: 9/1/02

The Idaho State Department of Agriculture


Patrick A. Takasugi, Director

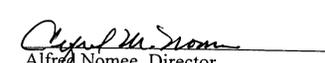
Date: 8-1-02

Coeur d'Alene Tribe


Ernest L. Stensgar, Tribal Chairman

Date: 7/25/02
302(02)7/25/02

Coeur d'Alene Tribe Natural Resources


Alfred Nomee, Director

Date: 7-30-02