

**MEMORANDUM OF AGREEMENT BETWEEN THE IDAHO DEPARTMENT  
OF ENVIRONMENTAL QUALITY AND THE KOOTENAI TRIBE OF IDAHO  
RELATING TO AIR POLLUTION EPISODES**

WHEREAS, the Kootenai Tribe of Idaho (Tribe) and the State of Idaho, Department of Environmental Quality (DEQ) (collectively "the Parties") are committed to ensuring safe and healthy air for all people; and

WHEREAS, the Tribe and DEQ desire to build support and promote cooperation among citizens, businesses and governments for the purposes of protecting human health and preserving the Tribe's and Idaho's air quality; and

WHEREAS, the Parties each desire to cooperate in preventing negative human health effects associated with air pollutants in Boundary County; and

WHEREAS, the Parties wish to work together to gather and communicate to the public important information about the quality of the air, forecasted air quality conditions, air pollution alerts and actions; and

WHEREAS, the Tribe is collecting air quality information under Environmental Protection Agency Grant X-97004101 and the DEQ has in place the procedures and capabilities to use that information for the purposes of public notification and action.

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

1. The Kootenai Tribe of Idaho agrees to provide to DEQ access to available air quality data collected at the Tribe's monitoring site for the purposes of interpretation, forecasting and public notification of air pollution episodes as defined in IDAPA 58.01.01 Sections 550-562.
2. DEQ agrees to use the information in accordance with DEQ's established procedures to ensure that the Kootenai Tribe of Idaho and the citizens of Boundary County receive adequate and timely notification of air quality conditions that may have negative human health effects.
3. In the event that DEQ declares an air pollution emergency episode for any area in Boundary County, which includes any Indian Country, the Parties shall coordinate and exercise their respective authorities to implement the required measures of each episode stage (IDAPA 58.01.01.561) on all lands within the designated episode area. The Parties further agree to coordinate with the U.S. Environmental Protection Agency to exercise its authority, if any, with respect to the episode.
4. 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 inter-governmental cooperation between the Parties and creates no rights in third parties of the right to judicial review.

4. Either party may terminate this Agreement with thirty days written notice.

Signed by:

Gary Aitken Sr.

Gary Aitken, Sr., Chairman  
Kootenai Tribe of Idaho

7-20-04

Date

Bernadine Boy Chief

Bernadine Boy Chief, Secretary  
Kootenai Tribe of Idaho

7/20/04

Date

Toni

Toni Hardesty, Director  
Idaho Department of Environmental Quality

8/26/04

Date

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