

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNITED STATES DEPARTMENT OF INTERIOR:  
BUREAU OF INDIAN AFFAIRS, WESTERN & NAVAJO REGIONS  
BUREAU OF LAND MANAGEMENT, ARIZONA  
FISH AND WILDLIFE SERVICE, SOUTHWEST REGION  
NATIONAL PARK SERVICE - INTERMOUNTAIN REGION**

**AND**

**UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE:  
APACHE/SITGREAVES, COCONINO, CORONADO,  
KAIBAB, PRESCOTT, and TONTO NATIONAL FORESTS**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the United States Department of Interior agencies: Bureau of Indian Affairs (BIA); Bureau of Land Management (BLM); Fish and Wildlife Service (FWS); and National Park Service (NPS) hereinafter collectively referred to as Cooperators and the United States Department of Agriculture, Forest Service: Apache/Sitgreaves, Coconino, Coronado, Kaibab, Prescott, and Tonto National Forests hereinafter collectively referred to as Forest Service. Upon execution, this MOU supersedes Interagency Agreement # 05-IA-11031200-016 signed September 30, 2005, in its entirety.

**A. PURPOSE:**

The purpose of this MOU is to establish a framework for the coordination and cooperation between the parties related to the Arizona Smoke Management Program and other air quality issues of the federal land management agencies within the State of Arizona as directed by the Arizona Interagency Coordinating Group (AICG). The primary intent is to maintain a responsive and proactive interagency smoke/air quality management program to ensure air quality compliance of the State's Smoke Management Plan.

**B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The signatory agencies have found it beneficial and efficient to coordinate information in support of the Arizona Smoke Management Program and other air quality issues with respect to the following:

- Information coordination and transfer between the land management agencies and Arizona Department of Environmental Quality –Air Quality Division (ADEQ-AQD).
- Technical and advisory information and counsel to units managing smoke with unplanned wildland fire and planned prescribed fire in compliance with Arizona Air Quality regulations and permitting requirements for their agency.
- Coordination and mitigation of adverse smoke impacts on residents in Arizona and surrounding entities.
- Coordination of prescribed fires among land agencies to prevent exceeding air quality limitations.
- Agency representation in air quality regulation development and regional haze issues.

- Information transfer to the AICG for review of annual planned work.
- Coordination and assistance to the National Forests within Arizona with non-smoke related air quality issues.

Both the Forest Service and the Cooperators share mutual interests in public information dissemination regarding smoke management and air quality issues. Additionally, the parties share a common focus in Smoke and Air Quality Management education, public awareness and appreciation of nature and the environment and create partnerships to benefit communities and society. A coordinated approach between the land management agencies will be in the interest of the parties as well as the State of Arizona.

In consideration of these stated premises, the parties agree as follows:

**C. FOREST SERVICE SHALL:**

- Designate the Forest Service Air Quality Specialist to serve as the primary subject matter expert to the AICG.
- Be responsible for direct supervision and funding of the Forest Service Air Quality Specialist in accordance with agency policy.
- Coordinate with the USDI Air Quality Specialist to maintain compliance with Arizona Air Quality regulations, and provide technical assistance to coordinate permitting requirements.
- Coordinate workload activities associated with smoke management activities between the USDI liaison and ADEQ-AQD. Priority setting will be managed through the liaison’s supervisor.

**D. COOPERATOR(S) SHALL:**

- Designate the USDI Air Quality Specialist to serve the primary subject matter expert to the AICG.
- Through the designated USDI agency, be responsible for direct supervision and funding of the Air Quality Specialist in accordance with agency policy.
- Coordinate with the Forest Service Air Quality Specialist to maintain compliance with Arizona Air Quality regulations, and coordinate permitting requirements.
- Coordinate workload activities associated with smoke management activities between the Forest Service liaison and ADEQ-AQD. Priority setting will be managed through the liaison’s supervisor.

**E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

1. NOTICES. Any notice given by Forest Service or the grantee/cooperator will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the MOU.

To Cooperator, at the Cooperator’s address shown in the MOU or such other address designated within the MOU.

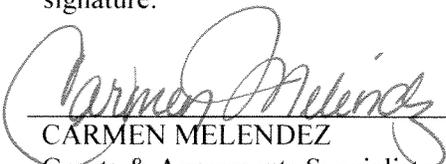
Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

2. PRINCIPAL CONTACTS. See Appendix A
3. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties will manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer funds. Specific projects or activities that involve the transfer of funds, services, or property among the parties require execution of separate agreements and are contingent upon the availability of appropriated funds. These activities must be independently authorized by statute. This MOU does not provide that authority. Negotiation, execution, and administration of these agreements must comply with all applicable law. Each party will be operating under its own laws, regulations, and policies, subject to the availability of appropriated funds. Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.
4. TERMINATION. Any of the parties, in writing, may terminate this instrument in whole, or in part, at any time with a 60-day written notice to the other parties.
5. ALTERNATE DISPUTE RESOLUTION – INTERAGENCY. The parties to this agreement shall settle any disputes that may arise under this instrument by following direction in the Treasury Financial Manual, Volume 1, Bulletin 2007-03, Section VII (“Resolving Intra-governmental Disputes and Major Differences”).
6. MODIFICATIONS. Modifications within the scope of this instrument shall be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
7. COMMENCEMENT/EXPIRATION. This MOU is executed as of the date of last signature and shall remain in effect without expiration from the date of execution unless terminated pursuant to the provisions of this paragraph. This MOU will be reviewed at least every 5 years by all parties to determine appropriateness and viability.
8. AUTHORIZED REPRESENTATIVES. By signature below, the Cooperators certify that the individuals listed in this document as representatives of the Cooperators are authorized to act in their respective areas for matters related to this agreement.

THE PARTIES HERETO have executed this instrument.

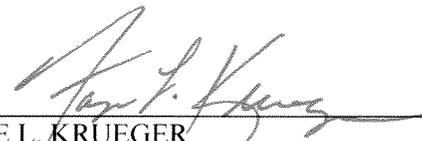
**FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE,  
SOUTHWESTERN REGION**

The authority and format of this instrument has been reviewed and approved for signature.

  
\_\_\_\_\_  
CARMEN MELENDEZ  
Grants & Agreements Specialist

9/24/2009  
\_\_\_\_\_  
DATE

**FS Agreement Number: 09-MU-11031600-117**

  
\_\_\_\_\_  
FAYE L. KRUEGER  
Deputy Regional Forester

9/25/09  
\_\_\_\_\_  
DATE

U.S. Dept of Agriculture, Forest Service  
Southwestern Regional Office  
333 Broadway SE  
Albuquerque, NM 87102  
(505) 842-3199

THE PARTIES HERETO have executed this instrument.

**FOR THE USDI BUREAU OF INDIAN AFFAIRS, WESTERN REGIONAL OFFICE**

The authority and format of this instrument has been reviewed and approved for signature.

Gerald Knox

12/15/09

DATE

Contracting Officer

**BIA Agreement Number:** AGH00100001

Catherine Wink

12/16/09

DATE

ALLEN ANSPACH  
Regional Director

ACTING

USDI Bureau of Indian Affairs  
Western Regional Office  
2600 N. Central Ave., 4<sup>th</sup> Floor  
Phoenix AZ 85004

THE PARTIES HERETO have executed this instrument.

**FOR THE USDI BUREAU OF INDIAN AFFAIRS, NAVAJO REGIONAL OFFICE**

The authority and format of this instrument has been reviewed and approved for signature.

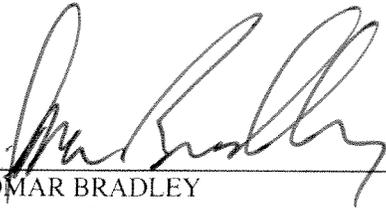


\_\_\_\_\_  
Lynelle Benallie  
Acting Contracting Officer



\_\_\_\_\_  
DATE

**BIA Agreement Number:** AGN00100003



\_\_\_\_\_  
OMAR BRADLEY  
Regional Director



\_\_\_\_\_  
DATE

USDI Bureau of Indian Affairs  
Navajo Regional Office  
PO Box 1060  
Gallup NM 87305

THE PARTIES HERETO have executed this instrument.

**FOR THE USDI BUREAU OF LAND MANAGEMENT, ARIZONA STATE OFFICE**

The authority and format of this instrument has been reviewed and approved for signature.

  
\_\_\_\_\_  
KENNETH BARBORAK  
Contracting Officer

  
\_\_\_\_\_  
DATE

BLM Agreement Number: \_\_\_\_\_

*for*   
\_\_\_\_\_  
JAMES G. KENNA  
State Director

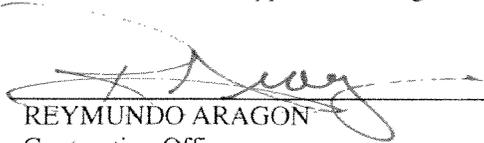
  
\_\_\_\_\_  
DATE

USDI Bureau of Land Management  
Arizona State Office  
One North Central Ave. Suite 800  
Phoenix, AZ 85004

THE PARTIES HERETO have executed this instrument.

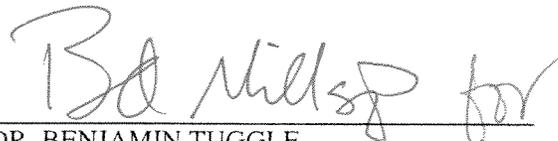
**USDI FISH AND WILDLIFE SERVICE, SOUTHWEST REGION**

The authority and format of this instrument has been reviewed and approved for signature.

  
REYMUNDO ARAGON  
Contracting Officer

10/15/09  
DATE

**FWS Agreement Number:** \_\_\_\_\_

  
DR. BENJAMIN TUGGLE  
Regional Director

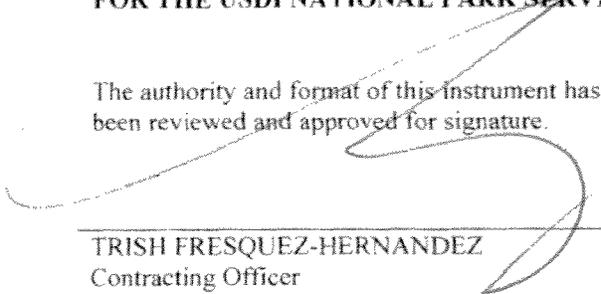
10/30/09  
DATE

USDI Fish and Wildlife Service  
Southwest Regional Office  
PO Box 1306  
Albuquerque, NM 87103

THE PARTIES HERETO have executed this instrument. . .

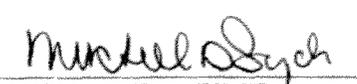
**FOR THE USDI NATIONAL PARK SERVICE, INTERMOUNTAIN REGION**

The authority and format of this instrument has been reviewed and approved for signature.

  
\_\_\_\_\_  
TRISH FRESQUEZ-HERNANDEZ  
Contracting Officer

10/7/09  
\_\_\_\_\_  
DATE

NPS Agreement Number: 612491 00001

  
\_\_\_\_\_  
MICHAEL D. SNYDER  
Regional Director

10/30/09  
\_\_\_\_\_  
DATE

USDI National Park Service  
Intermountain Region  
12795 W. Alameda Parkway  
Lakewood, CO 80228

Appendix A

PRINCIPAL CONTACTS. The principal contacts for this instrument are:

<b><u>Forest Service Administrative Contact</u></b>	<b><u>Forest Service Project Contact</u></b>
Sherry Smith Grants & Agreements Specialist Tonto National Forest 2324 E. McDowell Rd Phoenix, AZ 85006  Phone: 602-225-5383 FAX: 602-225-5361 E-Mail: <a href="mailto:sherrysmith@fs.fed.us">sherrysmith@fs.fed.us</a>	Clay Templin Forest Protection Group Leader/Arizona Forests Representative to the AICG Tonto National Forest 2324 E. McDowell Rd Phoenix, AZ 85006  Phone: 602-225-5220 FAX: 602-225-5295 E-Mail: <a href="mailto:ctemplin@fs.fed.us">ctemplin@fs.fed.us</a>

<b><u>BIA Administrative Contact</u></b>	<b><u>BIA Project Contact</u></b>
Gerald Knox Western Regional Office 2600 N. Central Ave., 4 <sup>th</sup> Floor Phoenix, AZ 85004  Phone: 602-379-4029 FAX: 602-376-6763 E-Mail: <a href="mailto:Gerald.Knox@bia.gov">Gerald.Knox@bia.gov</a>	Leon W. Ben Jr. Western Regional Office 2600 N. Central Ave., 4 <sup>th</sup> Floor Phoenix, AZ 85004  Phone: 602-379-6798 FAX: 602-379-6826 E-Mail: <a href="mailto:Leon.Ben@bia.gov">Leon.Ben@bia.gov</a>

<b><u>BIA Administrative Contact</u></b>	<b><u>BIA Project Contact</u></b>
Lynelle Benallie, Acting CO Navajo Regional Office Regional Contracting Officer (Acting) PO Box 1060, Gallup, NM 87305  Phone : 505-863-8404 FAX: 505-863-8382 E-Mail: <a href="mailto:Lynelle.Benallie@bia.gov">Lynelle.Benallie@bia.gov</a>	Jason Greenlee Navajo Regional Office Regional Fire Management Officer PO Box 1060, Gallup, NM 87305  Phone: 928-729-7392 FAX: 928-729-5029 E-Mail: <a href="mailto:Jason.Greenlee@bia.gov">Jason.Greenlee@bia.gov</a>

<b><u>BLM Administrative Contact</u></b>	<b><u>BLM Project Contact</u></b>
Ken Barborak Contracting Officer BLM, Arizona State Office One North Central Avenue, Ste 800 Phoenix, Arizona 85004  Phone: 602-417-9328 FAX: 602-417-9462 E-Mail: <a href="mailto:ken_barborak@blm.gov">ken_barborak@blm.gov</a>	Kelly Castillo Fire Management Officer BLM, Arizona State Office One North Central Avenue, Ste 800 Phoenix, Arizona 85004  Phone: 602-417-9550 FAX: 602-417-9554 E-Mail: <a href="mailto:kelly_castillo@blm.gov">kelly_castillo@blm.gov</a>

**NPS Administrative Contact**

Kymerly Amar  
NPS – IMRO Fire  
12795 W Alameda Parkway  
Lakewood, CO 80228  
Phone: 303-969-2948  
FAX: 303-969-2037  
E-Mail: [kymerly\\_amar@nps.gov](mailto:kymerly_amar@nps.gov)

**NPS Project Contact**

Jeff Hickerson  
NPS – IMRO Fire  
1100 Old Santa Fe Trail  
Santa Fe, NM 87501  
Phone: 505-988-6094  
FAX: 505-988-6045  
E-Mail: [jeff\\_hickerson@nps.gov](mailto:jeff_hickerson@nps.gov)

**FWS Administrative Contact**

Rachel Pearson  
R2 Budget Analyst NWRS  
USDI Fish and Wildlife Service  
PO Box 1306  
Albuquerque, NM 87103  
Phone: 505-248-6484  
FAX: 505-248-6621  
E-Mail: [Rachel.Pearson@fws.gov](mailto:Rachel.Pearson@fws.gov)

**FWS Project Contact**

Butch Wilson  
Fire Management Officer  
USDI Fish and Wildlife Service  
PO Box 109  
Sasabe, AZ 85633  
Phone: 520-823-4292 x 101  
FAX: 520-823-2600  
E-Mail: [Butch\\_C.Wilson@fws.gov](mailto:Butch_C.Wilson@fws.gov)