

MEMORANDUM OF UNDERSTANDING
For the Interagency Policy Oversight Group of the Four Corners Air Quality Group

This Memorandum of Understanding (MOU) is hereby entered into by:

New Mexico Environment Department (NM)
Colorado Department of Public Health and Environment (CO)
Utah Department of Environmental Quality (UT)
The U.S. Environmental Protection Agency, Region 6 and Region 8 (EPA)
The U.S. Department of the Interior, National Park Service, Intermountain Region (NPS)
The U.S. Department of the Interior, Bureau of Land Management, Colorado and New Mexico (BLM)
The U.S. Department of Agriculture, Forest Service, Region 4, Region 3, and Region 2 (FS)
The Southern Ute Indian Tribe (SUIT)
The Navajo Nation (NN)

Together referred to as the “signatory parties” or “Parties.”

Signatory parties to this MOU intend to work in a coordinated and mutually beneficial manner, to support the activities of the Four Corners Air Quality Group. All parties will use their own resources and services in pursuing the objectives of the Policy Oversight Group (POG) and the Four Corners Air Quality Group. As described more fully under Section A, the POG consists of representatives and alternates with expertise in air quality issues from each of the Parties, especially as those issues pertain to the Four Corners region. The Four Corners Air Quality Group includes those members of the public and other groups who have an interest in air quality issues in the Four Corners region and who have requested to be members of the group.

The geographic planning focus of the POG and the Four Corners Air Quality Group’s work is generally defined by the boundaries drawn on the map in Figure 1. However, the area of control measure evaluations and the air quality study area may be larger.



Figure 1: Map of General Four Corners Area.

A. PURPOSE

The purpose of this MOU is to outline in general the interests, benefits, and working relationship of the POG. The POG is a cooperative collection of state, tribal, and federal agencies focusing on air quality issues in the Four Corners area. This group convened in 2005, and based on declining air quality conditions in the Four Corners, deemed it an area of importance for preventive efforts. It was decided that a cooperative approach made sense, in part because of the multiple jurisdictions of the area, and also because more could be accomplished if the agencies involved leveraged their efforts toward common outcomes. A Memorandum of Understanding (MOU) that explained the purpose and function of the POG was drafted in late 2005 and signed by state and federal agencies in 2006. The 2006 MOU stipulated that it would expire two years from the date of signing. This two-year period, at the time, was considered adequate to accommodate the work the POG anticipated undertaking together.

Historically, the primary work of the POG was the convening and management of the Four Corners Air Quality Task Force, a public forum for the review of air quality concerns in the Four Corners and the development of a suite of mitigation options to address them. The general public was invited to attend. The Task Force finished its work in November 2008,

the final product of which is a 500-page report on a broad range of options for mitigating air-quality impacts in the region. The Task Force process and the cooperative efforts of the POG led not only to the development of the report but also to galvanizing a broad base of stakeholders in the Four Corners and identifying other important issues for additional work. In particular, a modeling effort grew out of the Task Force work and was undertaken by the POG with the input of stakeholders. In late 2008, the POG members agreed that an extension of the MOU would prove beneficial both to accommodate the additional work identified in the Task Force process and also to maintain the cooperative approach to air quality issues in the Four Corners. The importance of this MOU for air quality work in the Four Corners cannot be overstated. It has provided an official body to respond to public interest, and formalized what has become an important and highly successful mechanism of coordinating the myriad air quality efforts in the area.

B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS.

Interests and benefits common to all Parties include, but are not limited to:

1. The need to identify regional and/or long-term air quality management issues such as compliance with the National Ambient Air Quality Standards, Prevention of Significant Deterioration increments, degradation of visibility, and deposition of atmospheric contaminants including, but not limited to, mercury, nitrates, particulate matter and sulfates to the area.
2. The need to identify, develop and implement strategies to address these issues.
3. The need to conduct research and other activities to provide the POG with information to support the development of sound air pollution recommendations and air quality protection strategies.
4. The need to pool efforts when appropriate between POG members, with the exception of EPA, to effectively and efficiently utilize resources and to minimize duplication of efforts.
5. The need to facilitate communication between the POG members, the public and interest groups.

C. AUTHORITIES

The authorities for the Parties to enter into and carry out this MOU include the following:

Clean Air Act (CAA), 42 U.S.C. §§ 7402 and 7403	National Environmental Policy Act, 42 U.S.C § 4332
54 USC 100101(a) <i>et seq.</i>	Federal Land Policy and Management Act of 1976, 43 USC section 1712
New Mexico Statutes Annotated (NMSA) 1978 § 74-2-5.2	Colorado Revised Statute (C.R.S.) 1979 § 25-7-124 (3)

D. STRUCTURE

The POG is made up of the signatory parties to this MOU. Parties may designate representatives to serve on the POG. The POG intends to meet at least annually. Each party is responsible for its own expenses incurred to attend meetings. It is the intent of the Parties that the POG decisions will be made by consensus.

E. THE SIGNATORY PARTIES AGREE AS FOLLOWS

1. An Air Quality Group is being formed by the states of New Mexico and Colorado. The Air Quality Group plans to conduct its processes and activities consistent with the general concept of open participatory government.
2. All Parties recognize the benefits of coordination and cooperation on many of the projects relating to air quality that are underway in the Four Corners region.
3. All Parties recognize that the initial focus of this MOU is to promote understanding and implementation of programs and policies that address the air quality effects of proposed increases in oil and gas development in the Four Corners region. The Parties intend to assess other sources of air pollution in the region as well.
4. All Parties intend to coordinate with and acquire knowledge from other air quality planning organizations working on issues relevant to the purpose of the POG. These groups include, but are not limited to, the Southern Ute Air Quality Program, the Western Regional Air Partnership (the WRAP) and the Western States Air Resources Council (WESTAR).
5. All Parties intend to have representation on the POG.
6. All Parties intend to provide representation for POG and Four Corners Air Quality Group workgroups where appropriate.
7. All Parties resolve to assist in the development and implementation of a work plan.
8. All Parties resolve to provide assistance for meetings, information sharing and coordination.
9. All Parties resolve to reach out to potential stakeholders and encourage participation in the Four Corners Air Quality Group.

F. TRIBAL CONSULTATION AND PARTICIPATION

The POG identified and notified those federally recognized Indian tribes that may have an interest in, or would be affected by, the activities of the POG, including the Navajo Nation, Jicarilla Apache Nation, Southern Ute and Ute Mountain Ute tribes. The Navajo Nation and Southern Ute Indian Tribe are signatory parties to this MOU. The Parties to this MOU intend to continue to communicate with and encourage participation by non-signatory American Indian tribes on a government-to-government basis regarding the activities outlined in this MOU. The federal signatory parties plan to designate a lead federal agency or federal interagency group to facilitate tribal consultation and participation, consistent with Presidential directives and each party's applicable policies. In the interest of creating an inclusive and collaborative POG, the lead agency or the work group intends to, within one year following the signing of this MOU, renew or initiate consultations with the affected Indian tribes. Formal tribal participation recognizes tribal sovereignty and will facilitate a collaborative and inclusive POG. The current signatories recognize and support treating tribes as sovereign governments, and envision the POG as being an inclusive body that is interested in collaborating with Indian tribes.

G. LIMITATIONS

1. The POG has no regulatory authority and recognizes that its signatory parties intend to conduct activities under this MOU within the scope of and to the extent authorized by their existing statutory authorities.
2. Nothing in this MOU impairs or otherwise affects the authority of the heads of the signatory party over their organizations.
3. This MOU is intended to outline an understanding among the Parties and does not create or confer any right or benefit on any person or party, private or public. Nothing in this MOU is intended to restrict the authority of any signatory to act as provided by law or regulation, or to restrict any agency from enforcing any laws within its authority and jurisdiction.
4. This MOU in no way restricts signatory parties from participating in similar activities with other public or private agencies, organizations, and individuals.
5. Nothing in this MOU shall obligate any signatory party to expend, obligate or transfer any funds, or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations that would be inconsistent with budget priorities. Nor does this MOU supplement existing statutory authorities of the signatory party agencies. Any transaction involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures under separate written agreements.

H. EXECUTION, MODIFICATION AND TERMINATION

It is mutually understood by all signatory parties that:

1. Any signatory party may withdraw from this MOU at any time. A party is encouraged to provide a 60-day advance written notice to the other Parties.
2. Termination by one signatory party will not affect the continuation of this MOU by the remaining Parties.
3. Changes to the scope of this MOU shall be made by the issuance of a multilaterally executed modification.
4. This MOU may be executed in counterparts. A copy with the original signature pages affixed will constitute the original MOU. The effective date shall be the date of the final signatory party agency's signature, and the MOU shall remain in effect for a five (5) year period of time from the date of execution.
5. Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. § 552 and applicable agency FOIA regulations, or as applicable to the respective State Parties, the Colorado Open Records Act (24-72-200.1, et. seq. C.R.S.), Utah Government Records Access and Management Act (Utah Code, Title 63G, Chapter 2), or New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1 *et seq.* The Parties intend to consult one another prior to releasing potentially privileged or exempt documents. Any records or documents generated as a result of this MOU shall also

become part of the official BLM record maintained in accordance with BLM record management policies.

6. **RESPONSIBILITIES OF PARTIES.** The Parties intend to handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party intends to carry out its separate activities in a coordinated and mutually beneficial manner.
7. **NONBINDING AGREEMENT.** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The Parties shall 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 anything of value. Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; agency administrative and legal requirements (including agency authorization by statute); budget priorities; etc. This MOU neither provides, nor meets these criteria. If the Parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any signatory agency obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law. Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.
8. **ESTABLISHMENT OF RESPONSIBILITY.** This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against any of the signatory parties, including but not limited to the United States, the Southern Ute Indian Tribe, the Navajo Nation or the States of New Mexico, Colorado and Utah, their agencies, their officers, or any other person.
9. **MEMBERS OF U.S. CONGRESS.** Pursuant in 41 USC 6306, no U.S. member of, or U.S. delegate to Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
10. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal New Mexico Environment Department (NM) Contacts:

NM Program Contact	NM Administrative Contact
Name: Rita Bates, New Mexico Environment Department Air Quality Bureau Address: 525 Camino de los Marquez City, State, Zip: Santa Fe, NM 87505 Telephone: (505) 476-4304 FAX: Email: rita.bates@state.nm.us	Name: Address: City, State, Zip: Telephone: FAX: Email:

Principal Colorado Department of Public Health and Environment (CO) Contacts:

CO Program Contact	CO Administrative Contact
Name: Lisa Devore, Colorado Department of Public Health and Environment Air Pollution Control Division Address: 4300 Cherry Creek Drive South City, State, Zip: Denver, CO 80246 Telephone: (303) 692-3117 FAX: Email: Lisa.Devore@state.co.us	Name: Jo Matson Address: 4300 Cherry Creek Drive South City, State, Zip: Denver, CO 80246 Telephone: 303-692-3101 FAX: 303-782-5493 Email: jo.matson@state.co.us

Principal Utah Department of Environmental Quality (UT) Contacts:

UT Program Contact	UT Administrative Contact
Name: Brock LeBaron, Deputy Director Utah Division of Air Quality Address: 1950 West 150 North City, State, Zip: Salt Lake City, UT 84116 Telephone: (801) 536-4006 FAX: Email: blebaron@utah.gov	Name: Address: City, State, Zip: Telephone: FAX: Email:

Principal U.S. Environmental Protection Agency Region 6 Contacts:

U.S. EPA Region 6 Program Contact	U.S. EPA Region 6 Administrative Contact
Name: Mark Hansen Address: 1445 Ross Avenue, Suite 1200 (PD) City, State, Zip: Dallas, TX 75202-2733 Telephone: (214) 665-7548 FAX: (214) 665-6763 Email: Hansen.Mark@epamail.epa.gov	Name: Address: City, State, Zip: Telephone: FAX: Email:

Principal U.S. Environmental Protection Agency Region 8 Contacts:

U.S. EPA Region 8 Program Contact	U.S. Region 8 Administrative Contact
Name: Jody Ostendorf Address: 1595 Wynkoop Street City, State, Zip: Denver, CO 80202-1129 Telephone: (303) 312-7814 FAX: (303) 312-6116 Email: Ostendorf.Jody@epamail.epa.gov	Name: Address: City, State, Zip: Telephone: FAX: Email:

Principal U.S. National Park Service, Intermountain Region (NPS) Contacts:

NPS Program Contact	NPS Administrative Contact
Name: Susan Johnson, Air Resources Division Address: City, State, Zip: Telephone: (303) 987-6694 FAX: Email: susan_johnson@nps.gov	Name: Address: City, State, Zip: Telephone: FAX: Email:

Principal U.S. Forest Service Contacts:

U.S. Forest Service Rocky Mountain Region Program Manager Contact	U.S. Forest Service Rocky Mountain Region Administrative Contact
Name: Jeff Sorkin Address: 740 Simms Street City, State, Zip: Golden, CO 80401 Telephone: (303) 275-5759 FAX: (303) 275-5075 Email: jasorkin@fs.fed.us	Name Rebecca Cuthbertson Address: 740 Simms St. City, State, Zip: Golden, CO 80401 Telephone: (303) 275- 5068 FAX: (303) 275-5453 Email: rcuthbertson@fs.fed.us

U.S. Forest Service Intermountain Region Program Manager Contact	U.S. Forest Service Intermountain Region Administrative Contact
Name: Jeff Sorkin Address: 740 Simms Street City, State, Zip: Golden, CO 80401 Telephone: (303) 275-5759 FAX: (303) 275-5075 Email: jasorkin@fs.fed.us	Name: Janice Richardson Address: 324 25th Street City, State, Zip: Ogden, UT 84401 Telephone: (801) 625-5796 FAX: (801) 625-5365 Email: janicerichardson@fs.fed.us

U.S. Forest Service Southwestern Region Program Manager Contact	U.S. Forest Service Southwestern Region Administrative Contact
Name: Jack Triepke Address: 333 Broadway Southeast City, State, Zip: Albuquerque, NM 87102 Telephone: (505) 842-3146 FAX: (505) 842 - 3152 Email: jtriepke@fs.fed.us	Name Carmen Melendez Address: 333 Broadway Southeast City, State, Zip: Albuquerque, NM 87102 Telephone: (505) 842- 3199 FAX: (505) 842-3111 Email: cmelendez@fs.fed.us

Principal BLM Colorado Contacts:

BLM Colorado Program Contact	BLM Colorado Administrative Contact
Name: Chad Meister Address: 2850 Youngfield St City, State, Zip: Lakewood, CO 80215 Telephone: (303) 239-3949 FAX: (303) 239-3808 Email: cmeister@blm.gov	Name: Megan Stouffer Address: 2850 Youngfield St City, State, Zip: Lakewood, CO 80226 Telephone: (303) 239-3936 FAX: (303) 239-3808 Email: mastouff@blm.gov

Principal BLM New Mexico State Office Contacts:

BLM New Mexico Program Contact	BLM New Mexico Administrative Contact
Name: Mary Uhl, BLM NM State Office Address: 301 Dinosaur Trail City, State, Zip: Santa Fe, NM 87502 Telephone: (505) 954-2174 FAX: (505) 954-2136 Email: muhl@blm.gov	Name: Mary Uhl, BLM NM State Office Address: 301 Dinosaur Trail City, State, Zip: Santa Fe, NM 87502 Telephone: (505) 954-2174 FAX: (505) 954-2136 Email: muhl@blm.gov

Principal Southern Ute Indian Tribe (SUIT) Contacts:

SUIT Program Contact	SUIT Administrative Contact
Name: Thomas Johnson, Southern Ute Indian Tribe, Environmental Programs Division Head Address: P.O. Box 737 MS#84 City, State, Zip: Ignacio, CO 81137 Telephone: (970) 563-0135 FAX: (970)563-0384 Email: tojohns@southernute-nsn.gov	Name: Mark Hutson, Southern Ute Indian Tribe, Air Quality Program Manager Address: P.O. Box 737 MS#84 City, State, Zip: Ignacio, CO 81137 Telephone: (970) 563-4705 FAX: (970)563-0384 Email: mhutson@southernute-nsn.gov

Principal Navajo Nation (NN) Contacts:

Navajo Nation Program Contact	Navajo Nation Administrative Contact
Name: Michael Z. King, Air Quality Control Program, Navajo Nation Environmental Protection Agency Address: Box 529 City: Ft. Defiance, AZ 86504 Telephone: 505-368-1046, 928-729-4156 FAX: 928-729-4313, 928-729-4323 Email: mzking@navajo-nsn.gov	Name: Justina George, Operating Permit Program, Navajo Nation Environmental Protection Agency Address: Box 529 City: Ft. Defiance, AZ 86504 Telephone: 928-729-4094 FAX: 928-729-4313 Email: justinageorge@navajo-nsn.gov

AUTHORIZED REPRESENTATIVES. By signature below, the signatory party certifies that the individuals listed in this document as representatives of the signatory party are authorized to act in their respective areas for matters related to this MOU.

THE PARTY HERETO has executed this Memorandum of Understanding.

Ryan Flynn, Cabinet Secretary
Typed Name and Title of Authorized Representative

New Mexico Environment Department
Affiliation

1190 St. Francis Drive, Suite N-4050
Address

Santa Fe, NM 87505
City State Zip

 10/7/15
Signature of Authorized Representative and Date

THE PARTY HERETO has executed this Memorandum of Understanding.

Lisa McGovern, Purchasing and Contracts Director
Typed Name and Title of Authorized Representative

Colorado Department of Public Health and Environment, Air Pollution Control Division
Affiliation

4300 Cherry Creek Drive South
Address

Denver, CO 80246
City State Zip

Lisa McGovern, for Exec Dir. 10/2/15
Signature of Authorized Representative and Date

THE PARTY HERETO has executed this Memorandum of Understanding.

Alan Matheson, Executive Director
Typed Name and Title of Authorized Representative

State of Utah, Department of Environmental Quality
Affiliation

PO Box 144810
Address

Salt Lake City, UT 84114-4810
City State Zip

 9/28/15
Signature of Authorized Representative and Date

THE PARTY HERETO has executed this Memorandum of Understanding.

Mark Hansen, Associate Director for Air Programs
Typed Name and Title of Authorized Representative

U.S. Environmental Protection Agency, Region 6
Affiliation

1445 Ross Avenue, Suite 1200
Address

Dallas, TX 75202
City State Zip

 11-17-15
Signature of Authorized Representative and Date

THE PARTY HERETO has executed this Memorandum of Understanding.

Shaun L. McGrath, Regional Administrator
Typed Name and Title of Authorized Representative

U.S. Environmental Protection Agency, Region 8
Affiliation

1595 Wynkoop Street
Address

Denver, CO 80202
City State Zip

 9/30/15

Signature of Authorized Representative and Date

THE PARTY HERETO has executed this Memorandum of Understanding.

Rob Billerbeck, Acting Associate Regional Director, Resource Stewardship and Science
Typed Name and Title of Authorized Representative

U.S. Department of the Interior, National Park Service, Intermountain Region
Affiliation

12795 W Alameda
Address

Lakewood, CO 80228
City State Zip

 10/22/15
Signature of Authorized Representative and Date

THE PARTY HERETO has executed this Memorandum of Understanding.

Ruth Welch, State Director

Typed Name and Title of Authorized Representative

U.S. Department of the Interior, Bureau of Land Management, Colorado State Office
Affiliation

2850 Youngfield St.
Address

Lakewood, CO 80215
City State Zip

 1/13/16
Signature of Authorized Representative and Date

THE PARTY HERETO has executed this Memorandum of Understanding.

Karen Mouritsen, Acting State Director

Typed Name and Title of Authorized Representative

U.S. Department of the Interior, Bureau of Land Management, New Mexico State Office
Affiliation

301 Dinosaur Trail

Address

Santa Fe, NM 87508

City State Zip


Signature of Authorized Representative and Date

THE PARTY HERETO has executed this Memorandum of Understanding.

Nora B. Rasure, Regional Forester

Typed Name and Title of Authorized Representative

USDA Forest Service, Intermountain Region

Affiliation

324 25th Street

Address

Ogden, Utah 84401

City State Zip

Nora B Rasure 11-20-15

Signature of Authorized Representative and Date

THE PARTY HERETO has executed this Memorandum of Understanding.

for

Calvin N. Joyner, Regional Forester
Typed Name and Title of Authorized Representative

U.S. Department of the Agriculture, Forest Service Southwestern Regional Office
Affiliation

333 Broadway Blvd SE
Address

Albuquerque, NM 87102
City State Zip

SWatts 9/30/15
Signature of Authorized Representative and Date

THE PARTY HERETO has executed this Memorandum of Understanding.

Daniel J. Jirón, Regional Forester
Typed Name and Title of Authorized Representative


USDA Forest Service, Rocky Mountain Region
Affiliation

740 Simms Street
Address

Golden, CO 80401
City State Zip

 10/13/2015
Signature of Authorized Representative and Date

The authority and format of this agreement have been reviewed and approved for signature.

 9/24/15
Rebecca Cuthbertson Date
US Forest Service Grants Management Specialist
Agreement Number 14-MU-11020000-009

THE PARTY HERETO has executed this Memorandum of Understanding.

Clement J. Frost, Chairman

Typed Name and Title of Authorized Representative

Southern Ute Indian Tribe

Affiliation

356 Ouray Drive

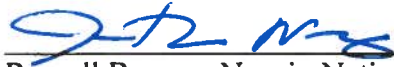
Address

Ignacio, CO 81137

City State Zip

Clement J. Frost 2/19/2016

Signature of Authorized Representative and Date



Russell Begaye, Navajo Nation President
Office of the President and Vice President
P.O. Box 7440
Window Rock, AZ 86515

12/03/15

Date