



FS Agreement No. 16-MU-11060720-003

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)
And the
CITY OF PRINEVILLE
And
CROOK COUNTY
And the
USDA, U.S. FOREST SERVICE, OCHOCO NATIONAL FOREST
And the
USDI, BUREAU OF LAND MANAGEMENT, PRINEVILLE DISTRICT

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Oregon Department of Environmental Quality; the City of Prineville; and Crook County hereinafter referred to as “Cooperators,” and the USDA, Forest Service, Ochoco National Forest; and USDI, Bureau of Land Management, Prineville District; hereinafter referred as “U.S. Forest Service and BLM”.

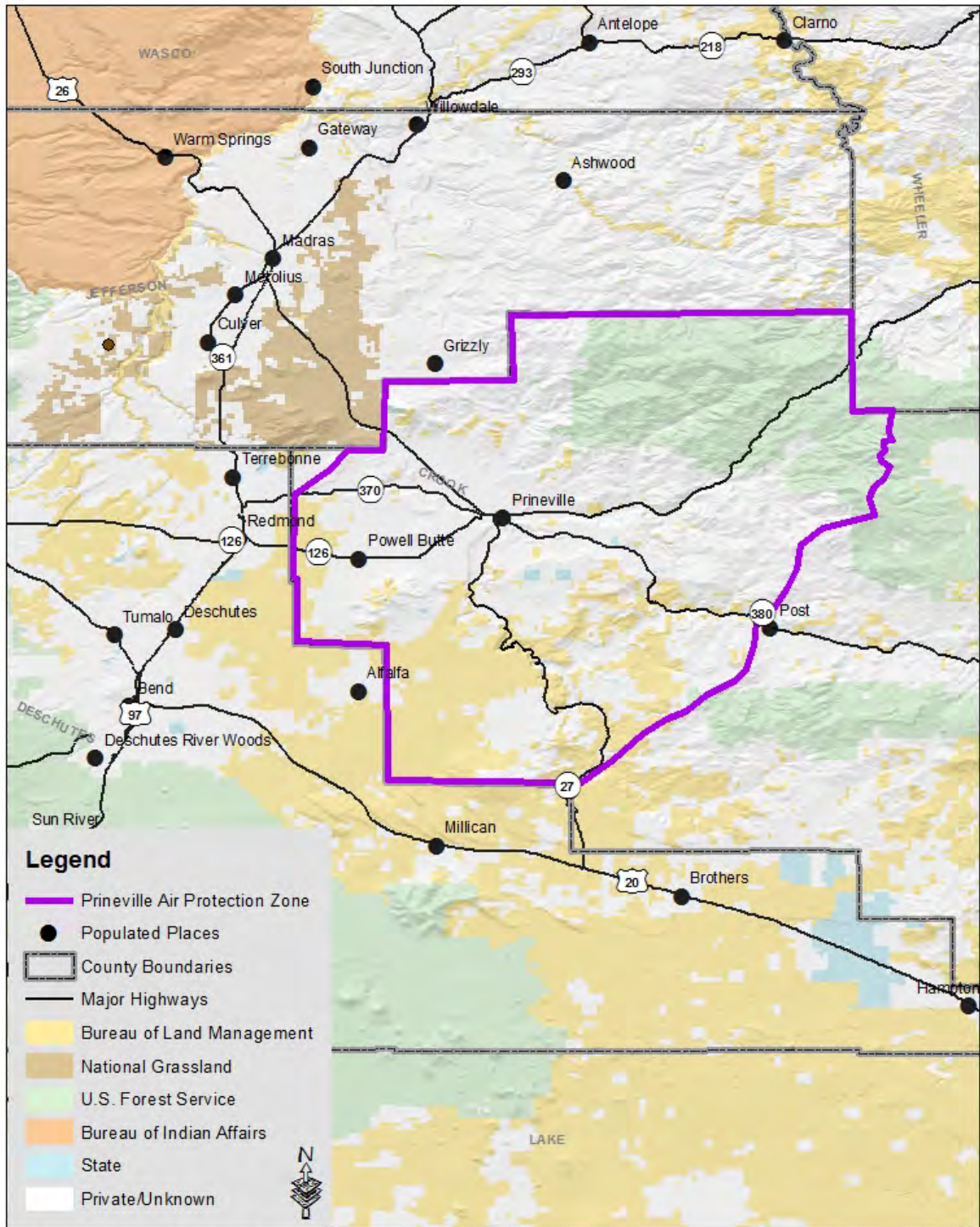
Background: The objective of this MOU is to protect the air quality in the Prineville Urban Growth Boundary (UGB). This MOU is intended to document responsibilities with the intent to avoid impacts to the Prineville UGB and minimize any smoke impacts in the Prineville Air Protection Zone (APZ) caused by burning on Federal Lands.

Title: Prineville Area Smoke Management

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to avoid or minimize any smoke impacts in the Prineville Air Protection Zone (APZ) caused by forest, shrub or grassland burning on Federal Lands in accordance with the following provisions.
- II. MAP:** The following map shows the APZ including most of the Prineville Area from Round Mountain to the east to the National Grasslands on the west.



Prineville Air Protection Zone





III. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The benefit and interest of the U.S. Forest Service and BLM is to continue to reduce fuel on forest and range lands by using prescribed fire to improve forest, shrub and grassland landscapes by reducing the buildup of fuels that can contribute to high intensity and high severity fires. The U.S. Forest Service and BLM will do their part to reduce smoke into the Prineville UGB area.

The benefit and interest for Prineville and Crook County and its residents helps protect individual's health in the Prineville UGB area by avoiding additional smoke from prescribed fire. The City of Prineville is attempting to control emissions from outdoor burning and U.S. Forest Service and BLM are also doing their part to preserve clean air in the Prineville UGB area.

Prineville and Crook County will also receive a benefit by protecting Prineville and Crook County citizens that live near the Prineville UGB area by managing the smoke in the APZ. Like the UGB area, individuals near Prineville and other areas in Crook County are also attempting to control emissions from open burning and they know the U.S. Forest Service and BLM are doing their part to preserve clean air in their locality.

The benefit and interest DEQ receives is by achieving the goal of clean air throughout Oregon and in or near urban areas such as Prineville where clean air standards have been previously exceeded. It assists DEQ efforts to protect public health in Prineville and to support a renewed public perception that the U.S. Forest Service and BLM are responding to the need of clean air in the Prineville UGB area.

By all parties working together, the U.S. Forest Service and BLM can still achieve fuel reductions on Federal Lands, while working with the cooperators to make sure burning is conducted on days that are least likely to negatively impact citizens within or near the Prineville UGB area.

In consideration of the above premises, the parties agree as follows:

IV. OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY SHALL:

- A. Monitor the air quality in Prineville and provide the data through their website at <http://www.deq.state.or.us/aqi/index.aspx> and hourly data at <http://www.deq.state.or.us/lab/aqm/rt/rtHourlyConc.aspx>.
- B. Facilitate planning and the actions associated with pollution prevention in Prineville.
- C. Coordinate with the City, County and the U.S. Forest Service and BLM when necessary to help implement this agreement.

**V. THE CITY OF PRINEVILLE SHALL:**

- A. Control emissions and manage smoke within Crook County through the implementation of an Air Quality Plan to regulate outdoor burning.

VI. CROOK COUNTY SHALL:

- A. Provide a daily open burning advisory year round but particularly between November 1 and February 28 of each year for the primary purpose of curtailing open burning on poor ventilation days. Crook County shall provide the advisory information via web <http://www.crookcountyfireandrescue.com> and phone 541-447-5011.
- B. Crook County Fire Defense Board Chief shall interpret the advisory and forecasts as needed.

VII. THE U.S. FOREST SERVICE AND BLM SHALL:

- A. Conduct burning in accordance with the requirements set forth in the ODF Smoke Management Plan.
- B. Prior to initiating prescribed fires within the APZ: Review the Oregon Department of Forestry (ODF) Smoke Management forecast prior to and the day of the burn to ensure compliance with ODF Smoke Management regulations. Review weather forecast from NWS for burn area weather data. Monitor CCFR website to stay informed about Burn/No-Burn advisories during the timeframe of November 1 through February 28. Contact Crook County Fire Defense Board Chief to inform him of planned burn operations.
- C. For burning within the Prineville APZ: Monitor weather conditions and direction of smoke drift. Following ignitions, if smoke is likely to negatively impact Prineville UGB based on observation of smoke drift or weather conditions that may transport smoke into Prineville UGB, burn operations will be assessed and a decision will be made whether to curtail the burn or not. The decision to curtail or extinguish burning shall be made on a case-by-case basis, taking into account the ability to effectively control, limit, or extinguish the burn in a manner that does not endanger fire personnel and the availability of any needed additional resources and personnel.
 - 1. On No-Burn Advisory Days issued by the CCFR, U.S. Forest Service and BLM will closely review and adhere to the ODF Smoke Management forecast. U.S. Forest Service and BLM can coordinate planned burn



operations with the Crook County Fire Defense Board Chief and make a decision to burn based on the potential for impacts to Prineville UGB.

- 2. Precautionary Measures to reduce potential smoke impacts include:
 - i. The burning at elevations above the inversion layer.
 - ii. Complete ignitions by early afternoon to ensure combustion is minimized prior to the onset of nighttime diurnal winds.
 - iii. Nighttime diurnal winds are not anticipated to bring residual smoke into Prineville UGB.
 - iv. Transport winds are forecasted to carry smoke away from Prineville UGB.

D. On Burn Advisory Days, U.S. Forest Service and BLM will also coordinate with ODF Smoke Management in Salem to minimize potential for smoke impacts within the Prineville UGB.

E. Other APZ requirements: U.S. Forest Service and BLM are responsible for intermittent monitoring for at least three days following ignition. The U.S. Forest and BLM can waive this provision if they believe that monitoring is unnecessary on a specific burn unit. The U.S. Forest Service and BLM will provide a level of mop-up to ensure the prescribed burn remains within established control lines, which will prevent or minimize smoke impacts in Prineville UGB.

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

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Mark Bailey, ODEQ Air Quality 475 NE Bellevue, Suite 110 Bend, OR 97701 Telephone: 541-633-2006 FAX: 541-388-8283 Email: bailey.mark@deq.state.or.us	Larry Calkins ODEQ AQ Specialist 800 SE Emigrant Ave Suite 330 Pendleton, OR 97801 Telephone: 541-278-4612 FAX: 541-278-0168 Email: calkins.larry@deq.state.or.us



Cooperator Program Contact	Cooperator Administrative Contact
Betty Roppe, Mayor City of Prineville 387 NE Third St. Prineville, OR 97754 Telephone: 541-447-5627 Email: broppe@cityofprineville.com	Steven Forrester, Prineville City Mgr. 387 NE Third St. Prineville, OR 97754 Telephone: 541-447-5627 Email: sforrester@cityofprineville.com

Cooperator Program Contact	Cooperator Administrative Contact
Mike McCabe, Crook County Judge 300 NE Third St. Rm 10 Prineville, OR 97754 Telephone: 541-447-6555 FAX: 541-416-3891 Email: mike.mccabe@co.crook.or.us	Matt Smith, Fire Chief CCFR 500 NE Belknap St. Prineville, OR 97754 Telephone: 541-447-5011 Email: msmith@ccf-r.com

Principal U.S. Forest Service and BLM Contacts:

U.S. Forest Service & D.O.I. BLM Program Manager Contact	U.S. Forest Service & D.O.I. BLM Administrative Contact
Alex Robertson, Fire Staff Officer, COFMS 3050 NE Third St. Prineville, OR. 97754 Telephone: 541-416-6700 FAX: 541-416-6798 Email: alexrobertson@fs.fed.us	Brenda Hallmark, Fuels Specialist, COFMS East 3050 NE Third St. Prineville, OR. 97754 Telephone: 541-416-6770 FAX: 541-416-6798 Email: bhallmark@blm.gov

U.S. Forest Service Agreement Contact
Kristen Bowles, Grant and Agreements Specialist 63095 Deschutes Market Road Bend, OR 97701 Telephone: 541-383-5543 Email: kbowles@fs.fed.us

B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service, U.S. Bureau of Land Management, or Cooperators is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service and U.S. Bureau of Land Management, at the address specified in the MOU.



To Cooperators at Cooperator's address shown in the MOU or such other address designated within the MOU.

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

- C. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service and the U.S. Bureau of Land Management or the Cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. ENDORSEMENT. Any Cooperator contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service or BLM endorsement of Cooperator products or activities.
- E. 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; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); 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 U.S. Forest Service 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.

- F. USE OF U.S. FOREST SERVICE and BLM INSIGNIA. In order for Cooperators to use the U.S. Forest Service or the BLM insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications and/or the BLM. A written request must be submitted and



- approval granted in writing by the Office of Communications (Washington Office) and/or BLM prior to use of the insignia.
- G. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, 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.
- H. FREEDOM OF INFORMATION ACT (FOIA). 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 Freedom of Information regulations (5 U.S.C. 552).
- I. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- J. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- K. DEBARMENT AND SUSPENSION. Cooperators shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Cooperators or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- L. MODIFICATIONS. Modifications within the scope of this MOU must 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.
- M. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through December 31, 2020 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.



N. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.



MARK W. BAILEY, ODEQ
Oregon Department of Environmental Quality
01/29/2016
Date

BETTY ROPPE, Mayor
City of Prineville
Date

MIKE MCCABE, Crook County Judge
Crook County
Date

STACEY L. FORSON, Forest Supervisor
U.S. Forest Service, Ochoco National Forest
Date

CAROL BENKOSKY, Prineville District Manager,
Bureau of Land Management, Prineville District
Date

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



ANNE DOOLIN
U.S. Forest Service Grants Management Specialist
1/28/16
Date



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MARK W. BAILEY, ODEQ
Oregon Department of Environmental Quality
Date


BETTY ROPPE, Mayor
City of Prineville
Date 2-2-16

MIKE MCCABE, Crook County Judge
Crook County
Date

STACEY L. FORSON, Forest Supervisor
U.S. Forest Service, Ochoco National Forest
Date

CAROL BENKOSKY, Prineville District Manager,
Bureau of Land Management, Prineville District
Date

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



ANNE DOOLIN
U.S. Forest Service Grants Management Specialist
Date 1/28/16



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MARK W. BAILEY, ODEQ
Oregon Department of Environmental Quality
Date

BETTY ROPPE, Mayor
City of Prineville
Date

Mike McCabe

MIKE MCCABE, Crook County Judge
Crook County
2-17-2016
Date

Stacey L. Forson

STACEY L. FORSON, Forest Supervisor
U.S. Forest Service, Ochoco National Forest
2-22-2016
Date

Carol Benkosky

CAROL BENKOSKY, Prineville District Manager,
Bureau of Land Management, Prineville District
2/19/16
Date

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

Anne Doolin

ANNE DOOLIN
U.S. Forest Service Grants Management Specialist
1/28/16
Date