

MEMORANDUM OF UNDERSTANDING
For Interagency Collaboration to Address Air Quality Issues
Affecting Rocky Mountain National Park

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

Colorado Department of Public Health and Environment (CO)

The U.S. Environmental Protection Agency, Region 8 (EPA)

The U.S. Department of the Interior, National Park Service, Intermountain Region (NPS)

Together referred to as the "Parties".

PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish a collaborative, working relationship between the National Park Service (NPS), the State of Colorado's Department of Public Health and Environment (CDPHE), and the U.S. Environmental Protection Agency (EPA) to assist in the development of air quality management policies and programs to address harmful impacts to air quality and other natural resources occurring in Rocky Mountain National Park.

BACKGROUND

For background on adverse air quality impacts occurring in Rocky Mountain National Park and information on additional existing and potential control programs, please see the staff paper entitled, "Rocky Mountain National Park Air Quality Initiative – Regulatory and Non-Regulatory Options, March 4, 2005."

GOAL

The goal of this MOU is to facilitate timely development and implementation of air management policies and programs, as determined necessary, to reverse the trend of increasing nitrogen-related compound impacts affecting Rocky Mountain National Park.

OBJECTIVES

The objectives under this agreement are as follows:

- By June 2006 all parties will work to develop a nitrogen deposition goal and/or a proposed air or water quality standard for making progress toward any resource management goal(s) established by the Park.

- Once base case and planned future case nitrogen deposition modeling and analyses are conducted, develop and seek to implement a comprehensive program that will effect the necessary emission reductions toward attaining Park nitrogen deposition goals and/or applicable standards.
- The goal of reversing the trend of nitrogen-related impacts will be considered and addressed to the extent possible in the Denver Ozone Action Plan, the State's regional haze SIP, and any other relevant air quality planning.

THE SIGNATORY ORGANIZATIONS AGREE AS FOLLOWS

JOINTLY CDPHE, NPS, AND EPA WILL –

- Cooperate on technical assessments and studies, field work, and other initiatives related to achieving the goal and objectives of this MOU. Examples include sharing and refining information on emissions, modeling, and monitoring that are relevant to the air quality issues affecting RMNP.
- Evaluate the effects of air quality policy and regulatory options on achievement of air quality goals in RMNP.
- Coordinate, as appropriate, in the development of public and media outreach materials to explain the status of and need for activities related to addressing the air quality issues at RMNP.

Coordinate and consult with local government agencies on issues relevant to the purpose of the MOU.

- Make use of the Colorado Air Quality Control Commission's Subcommittee established in the summer of 2005 to engage stakeholders and the public in topical discussions, when appropriate.

Confer on other air quality and ecosystem management matters of mutual importance and concern.

NPS WILL –

- Continue to monitor air and water quality parameters important to understanding impacts on RMNP resources.
- Define resource management goals related to nitrogen deposition (e.g., critical loads, sustainable conditions, desired future conditions) that would be protective of the Park's sensitive resources.
- Carry out its affirmative responsibility in the review of any PSD facility permit applications that may have impacts on RMNP.

- Support and facilitate studies to reduce uncertainty and promote greater understanding of air pollution emissions that result in air quality impacts on RMNP.
- Comment on EPA and State program development activities that have potential consequences for air quality affecting RMNP.
- Continue its outreach and interpretive programs to help the public better understand air quality issues affecting the Park.

EPA WILL –

Provide updates on EPA’s national policy, programs and regulatory activities that could influence the outcomes of this collaborative effort.

Provide an understanding of the Clean Air Act and EPA’s regulations and policies at the regional level that promote protection of mandatory Class I areas.

Continue support for modeling and emissions inventory work that will assist in addressing the air quality issues at RMNP.

Support inter-regional activities to ensure source areas are appropriately considered for contributions to RMNP’s air quality.

CDPHE WILL –

Develop and seek to implement measures that will help address the air quality concerns at RMNP.

- By July 2007, develop NOx reductions for Park visibility improvements to be considered in the State’s proposed Regional Haze SIP.
- If additional emissions reductions are needed to comply with the 8-hour ozone standard in the greater Denver area, reductions in nitrogen-based ozone precursors consistent with this need will be evaluated. This includes developing NOx emission reduction strategies to offset new NOx emissions that are not anticipated in the 8-hour Ozone Action Plan’s emission inventories.
- Develop voluntary nitrogen-compound emissions reduction programs, especially relative to the agricultural sector using best management practices.

As determined necessary, develop a refined ammonia emissions inventory for the greater Denver front-range area, including agricultural areas of northeast Colorado.

- Develop an enforceable standard or air management goal that will be protective of Park resource management goals.

- Support the Colorado Air Quality Control Commission process to ensure issues related to RMNP air quality and deposition levels are considered through State policies and regulations, with public input.
- Support a stakeholder process that focuses on topic-oriented groups to assist the Parties in addressing specific issues.

LIMITATIONS

- Each of the signatories will conduct activities under this MOU within the scope of and to the extent authorized by their existing statutory authorities.
- This MOU is an MOU among the signatories and does not create or confer any right or benefit on any other 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 or jurisdiction.
- All commitments arising from this MOU are subject to each signatory's budget priorities and the availability and limitations on the use of appropriated funds for such purposes. Nothing in this MOU obligates any of the signatories to expend appropriations or to enter into any contract, assistance agreement, or interagency agreement or arrangement, or to incur other financial obligations.

Nothing in this MOU supersedes information sharing requirements in U.S. law or regulation.

Nothing in this MOU impairs or otherwise affects the authority of the heads of the signatory organizations over their organizations.

- Nothing in this MOU is intended to create rights or obligations enforceable in a court of law.

EXECUTION, MODIFICATION AND TERMINATION

This MOU may be modified or amended by mutual consent of the key officials listed below. It is mutually agreed and understood by all signatories that:

- Any signatory organization may withdraw from this MOU at any time. A party is encouraged to provide a 60-day advance written notice to the other signatories.

Termination by one signatory will not affect the continuation of this agreement by the remaining parties.

- Changes to the scope of this MOU shall be made by the issuance of a multilaterally executed modification.

- This MOU may be executed in counterparts. A copy with all of the original signature pages affixed will constitute the original MOU. The effective date shall be the date of the final signatory agency's signature, and the MOU shall remain in effect for a five (5) year period of time from the date of execution, subject to renewal by mutual agreement for additional periods not to exceed 5 years each.
- This MOU is subject to the availability of funding and is intended to be guidance for the respective parties. This MOU may not serve as the basis for any challenges or appeals.

THE PARTIES HERETO have executed this agreement.

National Park Service, Intermountain Region:

Michael D. Snyder 12/7/05
Michael D. Snyder, Acting Director (Date)
12795 W. Alameda Parkway
Denver, CO 80225-0287

Colorado Department of Public Health and Environment:

Howard Roitman 11-22-05
Howard Roitman, Environmental Programs Director (Date)
4300 Cherry Creek Drive, South
Denver, CO 80246

U.S. Environmental Protection Agency, Region 8:

Robert E. Roberts DEC 13 2005
Robert E. Roberts, Regional Administrator (Date)
999 18th Street, Suite 500
Denver, CO 80202

Agency Contacts:

Mike Silverstein 303-692-3113
Air Pollution Control Division
Colorado Department of Public Health and Environment
4300 Cherry Creek Drive, South
Denver, Colorado 80246

Vaughn Baker 970-586-1200
Stan Austin 970-586-1202
National Park Service
Rocky Mountain National Park
Estes Park, Colorado 80517

Cynthia Cody 303-312-6228
Carl Daly 303-312-6416
Air Programs Office
Environmental Protection Agency – Region 8
999 18th Street, Suite 300
Denver, Colorado 80202