

MEMORANDUM OF UNDERSTANDING FOR THE
INTERMOUNTAIN WEST DATA WAREHOUSE FOR AIR QUALITY
AMONG

U.S. ENVIRONMENTAL PROTECTION AGENCY, REGION 8
BUREAU OF LAND MANAGEMENT

(BLM COLORADO, UTAH, WYOMING AND NEW MEXICO)

U.S. FOREST SERVICE

ROCKY MOUNTAIN REGION, INTERMOUNTAIN REGION
AND SOUTHWESTERN REGION

14-MU-11020000-042

NATIONAL PARK SERVICE INTERMOUNTAIN REGION

U.S. FISH AND WILDLIFE SERVICE NATIONAL RESOURCE PROGRAM CENTER

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY

UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY

AND NEW MEXICO ENVIRONMENT DEPARTMENT

This Memorandum of Understanding ("MOU") is hereby made and entered into by and among the U.S. Environmental Protection Agency Region 8 Office ("EPA"); the Bureau of Land Management State Offices, Colorado, Wyoming and Utah and New Mexico ("BLM"); the U.S. Forest Service, Rocky Mountain Region, Intermountain Region, and Southwestern Region ("FS"); the National Park Service Intermountain Region ("NPS"); the U.S. Fish and Wildlife Service; the Colorado Department of Public Health and Environment ("CDPHE"); the Wyoming Department of Environmental Quality ("WDEQ"); the Utah Department of Environmental Quality ("UDEQ") and the New Mexico Environment Department ("NMED"). Collectively, the four State agencies are hereinafter referred to as the "States." The Federal and State agency offices that are party to this MOU are hereinafter referred to as the "Cooperators." The Intermountain West Data Warehouse for air quality is hereinafter referred to as the "Data Warehouse" or the "Project."

A. INTRODUCTION

1. The Cooperators have recognized the need to more efficiently and expeditiously collect air quality data to assess the expanding number of oil and gas development projects on federal lands, and as relevant to the States' development on state or other lands, in a study area that covers parts of

Colorado, Utah, Wyoming and more recently, New Mexico. To address this need, the Cooperators initiated a pilot project (on February 24, 2011 under previous FS Agreement No. 11-MU-11020000-003) to add ambient air quality monitoring stations in three states (initially Colorado, Utah and Wyoming) and develop a data warehouse that will include this ambient monitoring data, emission inventories, meteorology, and air quality modeling inputs and outputs. The Data Warehouse has been developed to accommodate the needs of the Cooperators for air quality planning, including planning for National Environmental Policy Act (NEPA) analyses.

The goals of the Project include: Data Warehouse maintenance and operation; periodic updates of emissions and modeling datasets that are, at a minimum, consistent with the three-year National Emission Inventory cycle; operation of a high-quality ozone monitoring network that represents air quality conditions in the study area; and ongoing outreach to ensure support for the Project.

2. Purpose of the MOU: The purpose of this MOU is to outline a framework for Project operation, define roles and responsibilities, and to set forth the Cooperator's intent to cooperate through:

- a. Interagency coordination and communication to facilitate timely and effective decision-making for operation and maintenance of the Data Warehouse;
- b. Consolidation of funding and in-kind services, as allowed by statutory authority and the availability of appropriated funds, so that appropriate funding instruments are utilized and so that the Cooperators are not duplicating efforts.

Though the Cooperators are key leaders and decision-makers responsible for activities relating to the operation of the Data Warehouse and associated activities, they have no independent regulatory authority regarding this MOU. However, each Cooperator intends to utilize the resulting data and information within the scope of, and to the extent authorized by, its existing statutory authorities.

B. STATEMENT OF MUTUAL BENEFIT AND INTEREST

All Cooperators recognize they can benefit from collaboration on this Project to operate a shared Data Warehouse. Consolidation of funding and in-kind services will save money and time by reducing duplication of effort in obtaining data and model analyses of air quality impacts, operating and maintaining ambient monitoring installations, and

ultimately by making data and air quality analyses available to Cooperators, other agencies, industry, and the public.

C. REPRESENTATIVES

Each Cooperator has identified a primary representative for the Project. These primary representatives intend to participate on the "Governing Board" or "Board" for the Data Warehouse to facilitate intergovernmental collaboration. The names and agency positions/titles of these Board representatives are attached hereto as Attachment 1. If the Data Warehouse leadership responsibilities are placed elsewhere within an organization during the duration of this MOU, the Cooperators intend to provide official notice to the other Cooperators. However, staff changes within these positions do not require official communication with the Cooperators.

D. COOPERATOR ROLES AND RESPONSIBILITIES

1. Subject to the limitations described in paragraph D.2., the Cooperators intend to provide oversight assistance and advice in the on-going operations of the Data Warehouse. This role includes overseeing Project activities and providing technical assistance to assure the integrity and sustainability of the Data Warehouse. Areas of oversight and technical assistance include:
 - Operation and Maintenance
 - Data Quality Assurance
 - Monitoring Network Operation and Maintenance
 - Emissions and Air Quality Modeling Datasets Updates
 - Fiscal Oversight,
 - Communication, Coordination and Outreach
2. The U.S. EPA's role as a Cooperator is limited to providing technical assistance and advice with respect to operation, maintenance, data quality, updates to emissions and air quality modeling datasets and other technical and operational matters, as appropriate. Due to various applicable authorities, the U.S. EPA will not solicit or accept gifts of funds in connection with this MOU or Project and, thus, will not participate in fundraising activities or fiscal management related to this Project.
3. Through separate agreements, the Cooperators may contribute funds and/or in-kind services, as authorized by law, to sustain the operation and maintenance of the Data Warehouse. This MOU does not authorize the exchange of funds,

goods, or services. Further, funding agreements are not part of this MOU and are developed separately by the Cooperators in accordance with applicable agency regulations and authorities.

4. The States may be involved in any part of the Project's future-looking air quality analysis or studies to be used for federal NEPA purposes.

5. Basic Roles and Responsibilities include:

- a. Governing Board

The Governing Board intends to meet annually or more frequently, as necessary. Subject to the limitations described in paragraph D.2, the Board intends to develop long-term plans for the Project and make decisions or recommendations, as appropriate, related to the Project prioritization/implementation and Data Warehouse operations. Subject to the limitations described in paragraph D.2., the Board is responsible for review and approval of the recommendations of the Oversight Committee, which may include: monitoring network operation and maintenance, data warehouse operation and maintenance, data quality assurance, emission and air quality modeling dataset updates, fiscal oversight, communication and coordination, and outreach to other states or federal agencies.

- b. Oversight Committee

Each Cooperator will appoint an individual from their agency to participate on the Oversight Committee. This Oversight Committee intends to meet bi-annually or more frequently as needed, and reports to the Board on an annual basis or more frequently, if required. This Committee provides advisory and technical assistance to the Project Lead Agency concerning Data Warehouse and monitoring and modeling activities, and communicates or elevates appropriate issues to the Governing Board. This Committee may facilitate the creation of sub-workgroups on an ad hoc basis to address technical and operational questions. Any proposed Project decisions that may result in changes in operation of the Data Warehouse or monitoring and modeling activities should be discussed and coordinated with this committee.

c. Project Lead Agency

The Project Lead Agency primarily convenes and facilitates meetings of the Governing Board and Oversight Committee. The Project Lead Agency facilitates communications between the Cooperators about key issues, and provides the opportunity for the Cooperators to participate in the Project activities. The Project Lead Agency facilitates accomplishments of Project activities in an efficient, timely and collaborative manner. The Project Lead Agency intends to track all communications, and provide written notes within two weeks of Board and Oversight Committee meetings. The Cooperators should inform the Project Lead Agency of all cooperative agreements and funding obligations.

The Cooperators intend that the Project Lead Agency will be changed every two years, rotating between the States and the Federal Cooperators. The Agency next in the leadership role will be identified at least 90 days prior to the date for the transition. The next Project Lead Agency will assume that responsibility on the anniversary of the effective date of this MOU.

E. COMMUNICATION

Through e-mails, telephone calls and in-person meetings, the Governing Board members intend to keep Cooperators fully informed of developments relating to the operation and maintenance of the Data Warehouse and associated monitoring network and modeling activities. The Project Lead Agency, in coordination with the Oversight Committee (roles described in section D), leads the communication process by convening periodic Governing Board meetings with all members to discuss work plans, get updates, track developments, and address potential action items related to activities of the Data Warehouse.

F. DISPUTE RESOLUTION

1. The Cooperators intend to resolve all disputes related to this MOU. The Cooperators encourage communication, collaboration and joint problem solving to recognize and deal with disputes as they arise and to maintain constructive interagency relationships.

2. The Cooperators intend to resolve issues at the staff-level. As needed, unresolved issues will be quickly elevated to apply a broader policy perspective.

3. The Cooperators intend to use the following dispute resolution process if a dispute arises among the Oversight Committee or Governing Board members related to implementation of this MOU.

Process: In the case of a dispute among Oversight Committee members, the Oversight Committee representatives that seek resolution will provide a written statement of the dispute to the other Oversight Committee members. The written statement will include: a brief summary of the dispute, a brief statement of each issue that needs to be resolved or needs a decision, proposed solutions including the reasons these solutions are important, the perspective of the member(s) on the dispute, and any outstanding issues or concerns. The Oversight Committee members will engage in discussions and attempt to resolve the dispute. If resolution is not reached within 15 days of receipt of the statement of dispute, the issue will be elevated to the Governing Board. If the dispute is not resolved by the Governing Board within 15 days, the parties may employ agency dispute resolution services, as permitted by law and funding availability, to assist in resolution of the dispute. Disputes arising among Governing Board members will follow a similar procedure beginning with a written statement, discussions, and a 15 day resolution period. If consensus cannot be reached using these procedures the Cooperators may employ dispute resolution services, as permitted by law and funding availability, to assist in the resolution of the dispute. The time limits set forth in this section may be extended by written agreement of the parties to the dispute.

G. FREEDOM OF INFORMATION

Public access to MOU or agreement records created through this collaboration is not limited, except when such records must be kept confidential and exempt from disclosure 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. The Cooperators agree to consult one another before releasing potentially privileged, confidential or exempt documents. Official documents shall be kept by the lead agency and an historic project and administrative record shall be kept where the Data Warehouse is located.

H. AUTHORITIES

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

Clean Air Act (CAA), 42 U.S.C. §§ 7401 to 7671q	NEPA, 42 U.S.C §§ 4321 to 4370h
Energy Policy Act of 2005 (Public Law 109-58), Section 363, 42 U.S.C. § 15922	National Forest Management Act, 16 U.S.C. §§ 1600 et seq.
Federal Land Policy and Management Act of 1976 (FLPMA), 43 U.S.C. §§ 1701 et seq.	Organic Administration Act, 16 U.S.C. §§ 473-475, 477-282, 551
Mineral Leasing Act of 1920, as amended, 30 U.S.C. §§ 181 et seq.	

Nothing in this MOU extends the jurisdiction of decision-making authority of any Cooperator to this MOU beyond that which exists under current laws and regulations. Nothing in this MOU limits or affects the authority or legal responsibility of any Cooperator, or is binding or enforceable against any Cooperator to perform beyond the respective authority of each, or requires any Cooperator to assume or expend any specific sum of money. Nothing in this MOU affects the decision-making requirements of any Cooperator or impairs the independent judgment of any Cooperator regarding policy decisions.

I. NONBINDING AGREEMENT

All representations made by the Cooperators in this MOU are subject to the availability of appropriated funds. Nothing in this MOU, in and of itself, obligates a Cooperator to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations that would be inconsistent with their respective budget priorities or not authorized by law. Nothing in this MOU authorizes any of the Cooperators to obligate or transfer anything of value. Prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value between the Cooperators requires the execution of separate written funding instruments and are contingent upon numerous factors, including, but not limited to: Cooperator availability of appropriate funds and other resources; Cooperator administrative and legal requirements (including agency authorization by statute). This MOU neither provides, nor meets these criteria. The Cooperators will comply with all applicable law in the negotiation, execution, and administration of these prospective instruments.

Nothing in this MOU is intended to alert, limit, or expand the Cooperators' statutory and regulatory authority.

J. NO PRIVATE RIGHT OF ACTION

This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity, by persons who are not party to this MOU, against the Cooperators,

their officers or employees, or any other person. This MOU does not direct or apply to any person outside of the Cooperators.

K. MEMBERS OF U.S. CONGRESS

Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress is admitted to any share or part of this instrument, or benefits that may arise from, either directly or indirectly.

L. COMMENCEMENT / DURATION / MODIFICATION / ADDITION / TERMINATION

The effective date of this MOU is the date of the last signature affixed to these pages. The Cooperators intend that this MOU remain in effect for a period of five years from the effective date. This MOU may be extended or modified at any time per the mutual written consent of the Cooperators. Additionally, a Cooperator may terminate its participation in this MOU (or designate a replacement Cooperator for his or her agency) at any time by providing written notice to the other Cooperators at least 15 days in advance of the desired termination date. Cooperator participation may be extended to additional agencies and states upon written modification to this MOU.

M. NON-LIABILITY

The Cooperators do not assume liability for any third party claims for damages arising out of this instrument.

N. NOTICES

Where written notification is specified by this agreement, the Cooperators intend to deliver notification in person, mail, or electronically by e-mail or fax to the other Cooperators listed as signatories to this MOU (or its representatives) at the addresses specified in Attachment 2.

O. PARTICIPATION IN SIMILAR ACTIVITIES

This MOU in no way restricts the Cooperators from participating in similar activities with other public agencies, organizations, and individuals.

P. ENDORSEMENT

Any of the Cooperators' contributions made under this MOU do not by direct reference or implication convey endorsement of products, services, fundraising activities, or other activities of the other Cooperators.

Q. USE OF COOPERATORS' INSIGNIAS OR SEALS

In order for any Cooperator to use the insignia, seal or logo of any other Cooperator on any published media, such as a Web page, printed publication, or audiovisual production, the Cooperators agree to obtain specific written permission by specific Cooperators prior to the use of the insignia. For the U.S. Forest Service, a written request may be submitted to and approved in writing by the U.S. Forest Service Office of Communications (Washington Office). For the U.S. Environmental Protection Agency, a written request may be submitted to EPA's Office of External Affairs and Environmental Education.

R. OTHER AGENCIES ACKNOWLEDGED IN PUBLICATIONS, AUDIO VISUALS AND ELECTRONIC MEDIA

Cooperators intend to acknowledge other Cooperators' support in any publications, audiovisuals and electronic media developed as a result of this MOU.

S. DEBARMENT AND SUSPENSION

The Cooperators agree to immediately inform the BLM and 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 the Cooperators or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, they will notify the BLM and the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

T. TEXT MESSAGING WHILE DRIVING

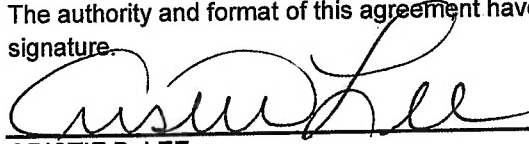
In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official government business; 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.

U. SIGNATURES

By signature below, each Cooperator certifies that the individuals listed in this document as representative 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.

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



CRISTIE B. LEE

U.S. Forest Service Grants Management Specialist

12-15-14

Date

Attachment 1

Cooperator Representatives and Contact Information

Governing Board

EPA Region 8:

**Martin Hestmark, Assistant Regional Administrator,
Office of Ecosystem Protection and Remediation
1595 Wynkoop St.
Denver, CO 80202
hestmark.martin@epa.gov
Tel. (303) 312-6776**

BLM CO:

**Ruth Welch, Colorado BLM State Director
rwelch@blm.gov
2850 Youngfield St.
Lakewood, CO 80215
Tel. (303) 239-3600**

BLM UT:

**Jenna Whitlock, Acting Utah BLM State Director
jwhitloc@blm.gov
440 West 200 South, Suite 500
Salt Lake City, UT 84101
Tel. (801) 539-4010**

BLM WY:

**Mary Jo Rugwell, Wyoming BLM, Acting State
Director**

5353 Yellowstone Road, Cheyenne, WY 82009

P.O. Box 1828

Cheyenne, WY 82003-1828

mrugwell@blm.gov

Tel. (307)-775-6001

BLM NM:

Mary Uhl, Air Quality Specialist

301 Dinosaur Trail

Santa Fe, NM 87502

muhl@blm.gov

Tel. (505) 954-2174

FS Region 2:

Dan Jiron, Regional Forester

740 Simms Street

Golden, CO 80401

djiron@fs.fed.us

Tel. (303) 275-5450

U.S. Fish and Wildlife Service: **Tamara McCandless, Chief, Air and Water Resources**
NWRS, National Resource Program Center
U.S. Fish & Wildlife Service
Fort Collins, CO 80525
tamara_mccandless@fws.gov
Tel: (970) 266-2934

State of CO: **William Allison, Director, Air Pollution Control**
Division
Colorado Department of Public Health and
Environment
4300 Cherry Creek Drive South
Denver, CO 80246
william.allison@state.co.us
Tel. 303-692-3114

State of UT: **Bryce Bird, Director, Utah Division of Air Quality**
Utah Department of Environmental Quality
195 North 1950 West
P.O. Box 144820
Salt Lake City, UT 84114-4820
bbird@utah.gov
Tel. (801) 536-4000

State of WY:

**Steven A. Dietrich P.E., Administrator, Air Quality
Division**

Wyoming Department of Environmental Quality

Herschler Building 2 East, 122 West 25th Street

Cheyenne, WY 82002

Steve.Dietrich@wyo.gov

Tel. (307) 777-7391

State of NM:

Rita Bates, Planning Section Chief, Air Quality Bureau

New Mexico Environment Department

525 Camino de los Marquez, Suite 1

Santa Fe, NM 87505

rita.bates@state.nm.us

Tel. (505) 476-4304

Attachment 2

Signatories to Data Warehouse MOU

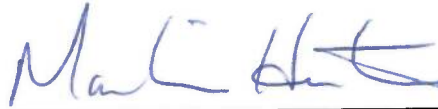
EPA Region 8:

**Martin Hestmark, Assistant Regional Administrator,
Office of Ecosystem Protection and Remediation
1595 Wynkoop St.**

Denver, CO 80202

hestmark.martin@epa.gov

Tel. (303) 312-6776



BLM CO:

Ruth Welch, Colorado BLM State Director

rwelch@blm.gov

2850 Youngfield St.

Lakewood, CO 80215

Tel. (303) 239-3600



NPS Intermountain Region:

**Tammy Whittington, Associate Regional Director,
Resource Stewardship and Science**

P.O. Box 25287

Denver, CO 80225-0287

tammy_whittington@nps.gov

Tel. (303) 969-2073

9-4-15

BLM UT:

Jenna Whitlock, Acting Utah BLM State Director

440 West 200 South, Suite 500,

Salt Lake City, UT 84101

jwhitloc@blm.gov

Tel. (801) 539-4010

9/28/15

BLM WY:

**Mary Jo Rugwell, Wyoming BLM, Acting State
Director**

5353 Yellowstone Road, Cheyenne, WY 82009

P.O. Box 1828

Cheyenne, WY 82003-1828

mrugwell@blm.gov

Tel. (307) 775-6001

10/2/15

BLM NM:

Aden Seidlitz, Acting State Director

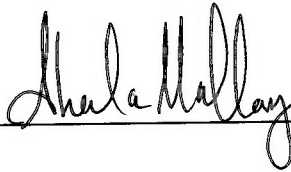
301 Dinosaur Trail

Santa Fe, NM 87502

aseidlitz@blm.gov

Tel. (505) 954-2222

FOR



FS Region 2:



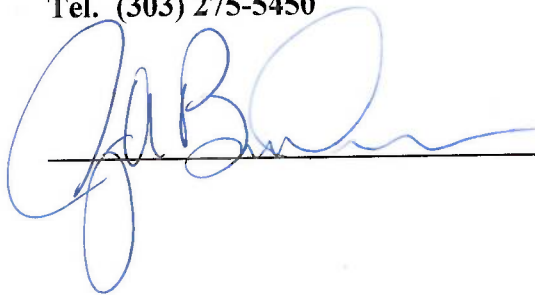
Daniel J. Jiron, Regional Forester

740 Simms Street

Golden, CO 80401

djiron@fs.fed.us

Tel. (303) 275-5450



FS Region 3:

for Calvin N. Joyner, Regional Forester

Southwestern Region

333 Broadway, SE

Albuquerque, NM 87102

cjoyner@fs.fed.us

Tel. 505-842-3292

Swatts

FS Region 4:

Nora B. Rasure, Regional Forester

324 25th Street

Ogden, UT 84401

nrasure@fs.fed.us

Tel. (801) 625-5605

Nora B. Rasure

State of CO:

Dr. Larry Wolk, Executive Director

**Colorado Department of Public Health and
Environment**

4300 Cherry Creek Dr. S.

Denver, CO 80246

larry.wolk@state.co.us

Tel. (303) 692-2012



State of UT

Alan Matheson, Executive Director

Utah Department of Environmental Quality

195 North 1950 West

P.O. Box 144820

Salt Lake City, UT 84114-4820

**^a
ametheson@utah.gov**

Tel. (801) 536-4404



State of WY:

Nancy Vehr, Administrator

Air Quality Division

Wyoming Department of Environmental Quality

200 W 17th St., 3rd Floor

Cheyenne, WY 82002

nancy.vehr1@wyo.gov

Tel. (307) 777-3746

Nancy G. Vehr
including Addendum

State of NM:

Ryan Flynn, Cabinet Secretary

New Mexico Environment Department

P.O. Box 5469

Santa Fe, NM 87502-5469

ryan.flynn@state.nm.us

Tel. (505) 827-2855

Butch Longate, Deputy Secretary
for Ryan Flynn

Fish and Wildlife Service

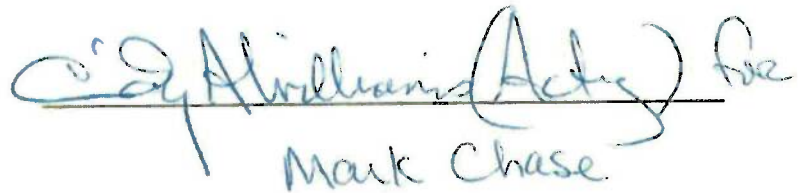
Mark A. Chase, Chief, Natural Resource Program Center

1201 Oakridge Drive, Suite 320

Fort Collins, CO 80525

Mark.Chase@fws.gov

Tel: (970) 266-2927

A handwritten signature in blue ink, appearing to read "C. D. Williams (Acting) for Mark Chase". The signature is written over a horizontal line.