ADDENDUM TO MOU FOR INTERMOUNTAIN WEST DATA WAREHOUSE FOR AIR QUALITY AMONG FEDERAL AND STATE COOPERATORS AND THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY

This Addendum is entered into by the Wyoming Department of Environmental Quality, whose address is 200 West 17th Street, 3rd Floor, Cheyenne, WY 82002, and the Federal and State Cooperators who are parties to a Memorandum of Understanding concerning the Intermountain West Data Warehouse for Air Quality.

The purpose of this Addendum is to supplement and/or replace provisions contained in the referenced MOU, entered into by the parties on this even date herewith. In the event of any inconsistencies between the provisions contained in the MOU and this Addendum, the provisions in this Addendum shall supersede and replace the provisions contained in the MOU.

The following provisions are made part of the MOU:

A. Limitations. The parties are aware that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies (State) to enter into certain provisions of any MOU, including, but not limited to, any terms and conditions relating to liens on State property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages, waives, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidentiality will not be binding on the State except to the extent authorized by the laws and constitution of the State.

B. Sovereign Immunity. The State of Wyoming and its agencies do not waive sovereign immunity by entering into this MOU, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of jurisdiction, venue, choice of law, enforcement actions, dispute resolution and similar provisions should not be construed as a waiver of sovereign immunity. Any ambiguity in the MOU as to sovereign immunity shall be construed in favor of sovereign immunity.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK
In witness thereof, the parties to the MOU and this Addendum, either personally or through their duly authorized representatives, have executed this Addendum on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Addendum.

The effective date of this Addendum is the date of the signature last affixed to this page.

WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY

Nancy Vehr, Administrator, Air Quality Division

June 7, 2016

WYOMING ATTORNEY GENERAL’S OFFICE APPROVAL AS TO FORM

Marion Yoder, Senior Assistant Attorney General

April 14, 2016

Martin Hestmark, Ass’t. Regional Administrator
US Environmental Protection Agency Region VIII

Ruth Welch, Colorado BLM State Director

December 14, 2016

Jenna Whitlock, Acting Utah BLM State Director

Mary Jo Rugwell, Wyoming BLM, Acting State Director

ADDENDUM TO MOU BETWEEN WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY AND FEDERAL AND STATE COOPERATORS

Page 2 of 4
ADDENDUM TO MOU FOR INTERMOUNTAIN WEST DATA WAREHOUSE FOR AIR QUALITY AMONG FEDERAL AND STATE COOPERATORS AND THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY

This Addendum is entered into by the Wyoming Department of Environmental Quality, whose address is 200 West 17th Street, 3rd Floor, Cheyenne, WY 82002, and the Federal and State Cooperators who are parties to a Memorandum of Understanding concerning the Intermountain West Data Warehouse for Air Quality.

The purpose of this Addendum is to supplement and/or replace provisions contained in the referenced MOU, entered into by the parties on this even date herewith. In the event of any inconsistencies between the provisions contained in the MOU and this Addendum, the provisions in this Addendum shall supersede and replace the provisions contained in the MOU.

The following provisions are made part of the MOU:

A. **Limitations.** The parties are aware that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies (State) to enter into certain provisions of any MOU, including, but not limited to, any terms and conditions relating to liens on State property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidentiality will not be binding on the State except to the extent authorized by the laws and constitution of the State.

B. **Sovereign Immunity.** The State of Wyoming and its agencies do not waive sovereign immunity by entering into this MOU, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of jurisdiction, venue, choice of law, enforcement actions, dispute resolution and similar provisions should not be construed as a waiver of sovereign immunity. Any ambiguity in the MOU as to sovereign immunity shall be construed in favor of sovereign immunity.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK
In witness thereof, the parties to the MOU and this Addendum, either personally or through their duly authorized representatives, have executed this Addendum on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Addendum.

The effective date of this Addendum is the date of the signature last affixed to this page.

**WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY**

[Nancy Vehr, Administrator, Air Quality Division]

6/7/2016

**WYOMING ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM**

[Marion Yoder, Senior Assistant Attorney General]

April 14, 2016

Martín Hestmark, Ass’t. Regional Administrator
US Environmental Protection Agency Region VIII

[Signature] 7/1/14

Ruth Welch, Colorado BLM State Director

[Signature] 7/1/14

Jenya Whimlock, Acting Utah BLM State Director

[Signature] 7/1/14

Mary Jo Rugwell, Wyoming BLM, Acting State Director
ADDENDUM TO MOU FOR INTERMOUNTAIN WEST DATA WAREHOUSE FOR AIR QUALITY AMONG FEDERAL AND STATE COOPERATORS AND THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY

This Addendum is entered into by the Wyoming Department of Environmental Quality, whose address is 200 West 17th Street, 3rd Floor, Cheyenne, WY 82002, and the Federal and State Cooperators who are parties to a Memorandum of Understanding concerning the Intermountain West Data Warehouse for Air Quality.

The purpose of this Addendum is to supplement and/or replace provisions contained in the referenced MOU, entered into by the parties on this even date herewith. In the event of any inconsistencies between the provisions contained in the MOU and this Addendum, the provisions in this Addendum shall supersede and replace the provisions contained in the MOU.

The following provisions are made part of the MOU:

A. **Limitations.** The parties are aware that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies (State) to enter into certain provisions of any MOU, including, but not limited to, any terms and conditions relating to liens on State property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidentiality will not be binding on the State except to the extent authorized by the laws and constitution of the State.

B. **Sovereign Immunity.** The State of Wyoming and its agencies do not waive sovereign immunity by entering into this MOU, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of jurisdiction, venue, choice of law, enforcement actions, dispute resolution and similar provisions should not be construed as a waiver of sovereign immunity. Any ambiguity in the MOU as to sovereign immunity shall be construed in favor of sovereign immunity.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK
In witness thereof, the parties to the MOU and this Addendum, either personally or through their duly authorized representatives, have executed this Addendum on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Addendum.

The effective date of this Addendum is the date of the signature last affixed to this page.

WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY

Nancy Vehr, Administrator, Air Quality Division

Date

WYOMING ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

Marion Yoder, Senior Assistant Attorney General

Date

Martin Hestmark, Ass’t. Regional Administrator
US Environmental Protection Agency Region VIII

Date

Ruth Welch, Colorado BLM State Director

Date

Jenna Whitlock, Acting Utah BLM State Director

Date

Mary Jo Rugwell, Wyoming BLM, Acting State Director

Date
ADDENDUM TO MOU FOR INTERMOUNTAIN WEST DATA WAREHOUSE FOR AIR QUALITY AMONG FEDERAL AND STATE COOPERATORS AND THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY

This Addendum is entered into by the Wyoming Department of Environmental Quality, whose address is 200 West 17th Street, 3rd Floor, Cheyenne, WY 82002, and the Federal and State Cooperators who are parties to a Memorandum of Understanding concerning the Intermountain West Data Warehouse for Air Quality.

The purpose of this Addendum is to supplement and/or replace provisions contained in the referenced MOU, entered into by the parties on this even date herewith. In the event of any inconsistencies between the provisions contained in the MOU and this Addendum, the provisions in this Addendum shall supersede and replace the provisions contained in the MOU.

The following provisions are made part of the MOU:

A. Limitations. The parties are aware that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies (State) to enter into certain provisions of any MOU, including, but not limited to, any terms and conditions relating to liens on State property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidentiality will not be binding on the State except to the extent authorized by the laws and constitution of the State.

B. Sovereign Immunity. The State of Wyoming and its agencies do not waive sovereign immunity by entering into this MOU, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of jurisdiction, venue, choice of law, enforcement actions, dispute resolution and similar provisions should not be construed as a waiver of sovereign immunity. Any ambiguity in the MOU as to sovereign immunity shall be construed in favor of sovereign immunity.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK
In witness thereof, the parties to the MOU and this Addendum, either personally or through their duly authorized representatives, have executed this Addendum on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Addendum.

The effective date of this Addendum is the date of the signature last affixed to this page.

**WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY**

Nancy Vehr, Administrator, Air Quality Division

6/7/2016

**WYOMING ATTORNEY GENERAL’S OFFICE APPROVAL AS TO FORM**

Marion Yoder, Senior Assistant Attorney General

April 14, 2014

Martin Hestmark, Ass’t. Regional Administrator
US Environmental Protection Agency Region VIII

6/22/16

Ruth Welch, Colorado BLM State Director


Jenna Whitlock, Acting Utah BLM State Director


Mary Jo Rugwell, Wyoming BLM, Acting State Director


ADDENDUM TO MOU BETWEEN WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY AND FEDERAL AND STATE COOPERATORS
Page 2 of 4
Aden Seidlitz, Acting State Director
BLM, New Mexico

See attached updated
daniel j. jiron, regional forester, region 3
signature page for
USFS - RZ

Calvin N. Joyner, Regional Forester, Region 3

Nora Rasme, Regional Forester, Region 4

10-28-16

Tammy Whittington, Associate Regional Director
National Park Service

Tamara McCandless, Chief, Air and Water Resources
US Fish and Wildlife Service

Dr. Larry Wolk, Executive Director
Colorado Department of Public Health and Environment

Alan Matheson, Executive Director,
Utah Department of Environmental Quality

Date

Page 3 of 4
Aden Seidlitz, Acting State Director
BLM, New Mexico

Daniel J. Jiron, Regional Forester, Region 2

Calvin N. Joyner, Regional Forester, Region 3

Nora Rasure, Regional Forester, Region 4

Tammy Whittington, Associate Regional Director
National Park Service

Mark A. Chase, Chief, National Resource Program Center
Tamara McCandless, Chief, Air and Water Resources
US Fish and Wildlife Service

Dr. Larry Wolk, Executive Director
Colorado Department of Public Health and Environment

Alan Matheson, Executive Director,
Utah Department of Environmental Quality

ADDENDUM TO MOU BETWEEN WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY
AND FEDERAL AND STATE COOPERATORS
Page 3 of 4
Aden Seidlitz, Acting State Director  
BLM, New Mexico

Daniel J. Jiron, Regional Forester, Region 2

Calvin N. Joyner, Regional Forester, Region 3

Nora Rasure, Regional Forester, Region 4

Tammy Whittington, Associate Regional Director  
National Park Service

Tamara McCandless, Chief, Air and Water Resources  
US Fish and Wildlife Service

Dr. Larry Wolk, Executive Director  
Colorado Department of Public Health and Environment

Alan Matheson, Executive Director  
Utah Department of Environmental Quality

Date

Date

Date

Date

7 June 16

28 Aug 16

ADDITION TO MOU BETWEEN WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY AND FEDERAL AND STATE COOPERATORS  
Page 3 of 4
Aden Saidlitz, Acting State Director
BLM, New Mexico

See attached updated
- Daniel J. Hron, Regional Forester, Region 2
  signature page for
  USFS - R2

Calvin N. Joyner, Regional Forester, Region 3

For
Nora Rasure, Regional Forester, Region 4

10-28-16

12/5/16

Tammy Whittington, Associate Regional Director
National Park Service
Patrick Malone

Tamara McCandless, Chief, Air and Water Resources
US Fish and Wildlife Service

Dr. Larry Wolk, Executive Director
Colorado Department of Public Health and Environment

7 June 16

Alan Matheson, Executive Director,
Utah Department of Environmental Quality
ADDENDUM TO MOU FOR INTERMOUNTAIN WEST DATA WAREHOUSE FOR AIR QUALITY AMONG FEDERAL AND STATE COOPERATORS AND THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY

This Addendum is entered into by the Wyoming Department of Environmental Quality, whose address is 200 West 17th Street, 3rd Floor, Cheyenne, WY 82002, and the Federal and State Cooperators who are parties to a Memorandum of Understanding concerning the Intermountain West Data Warehouse for Air Quality.

The purpose of this Addendum is to supplement and/or replace provisions contained in the referenced MOU, entered into by the parties on this even date herewith. In the event of any inconsistencies between the provisions contained in the MOU and this Addendum, the provisions in this Addendum shall supersede and replace the provisions contained in the MOU.

The following provisions are made part of the MOU:

A. Limitations. The parties are aware that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies (State) to enter into certain provisions of any MOU, including, but not limited to, any terms and conditions relating to liens on State property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality will not be binding on the State except to the extent authorized by the laws and constitution of the State.

B. Sovereign Immunity. The State of Wyoming and its agencies do not waive sovereign immunity by entering into this MOU, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of jurisdiction, venue, choice of law, enforcement actions, dispute resolution and similar provisions should not be construed as a waiver of sovereign immunity. Any ambiguity in the MOU as to sovereign immunity shall be construed in favor of sovereign immunity.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK
Jas. Mills, Acting Lumberjack
USDA Forest Service, Rocky Mountain Region

 Jacqueline A. Buchanan, Acting Regional Forester
USDA Forest Service, Rocky Mountain Region

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

Rebecca Cuthbertson
USDA Forest Service Grants Management Specialist
Agreement Number 14-MU-110200000-42
Modification 1

ADDENDUM TO MOU BETWEEN WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY AND FEDERAL AND STATE COOPERATORS