

**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.

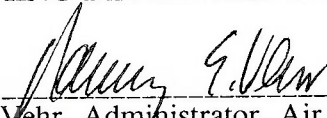
B. **Sovereign Immunity.** The State of Wyoming and its agencies do not waive sovereign immunity by entering into this MOU, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of jurisdiction, 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.

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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
Date

WYOMING ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM



Marion Yoder, Senior Assistant Attorney General

April 14, 2016
Date

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

Date



Ruth Welch, Colorado BLM State Director

12/14/16
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Jenna Whitlock, Acting Utah BLM State
Director

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Mary Jo Rugwell, Wyoming BLM, Acting State Director

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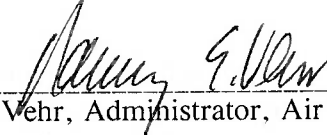
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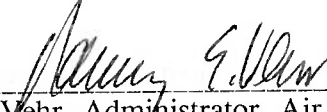
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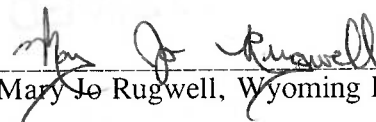
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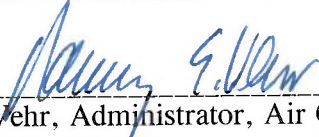
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Mary Jo Rugwell, Wyoming BLM, Acting State Director

Date


Aden Seidlitz, Associate State Director
BLM, New Mexico

2/28/17
Date

Daniel J. Jiron, Regional Forester, Region 2

Date

Calvin N. Joyner, Regional Forester, Region 3

Date

Nora Rasure, Regional Forester, Region 4

Date

Tammy Whittington, Associate Regional Director
National Park Service

Date

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

Date


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

7 June 16
Date


Alan Matheson, Executive Director,
Utah Department of Environmental Quality

28 Aug 16
Date

Ryan Flynn, Cabinet Secretary
New Mexico Environment Department

Date

Aden Seidlitz, Acting State Director
BLM, New Mexico

Date

See attached updated
~~Daniel J. Jiron, Regional Forester, Region 2~~
signature page for
USFS-RZ

Date

Calvin N. Joyner, Regional Forester, Region 3

Date

Mark Rasure

For Nora Rasure, Regional Forester, Region 4

10-28-16

Date

Tammy Whittington, Associate Regional Director
National Park Service

Date

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

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

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Utah Department of Environmental Quality

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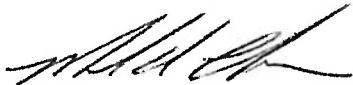
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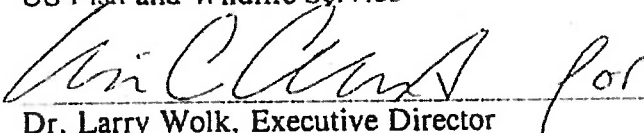
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Mark A. Chase, Chief, National Resource Program Center
~~Tamara McCandless, Chief, Air and Water Resources~~
US Fish and Wildlife Service

7/20/16

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for Nora Rasure, Regional Forester, Region 4

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P. Malch
~~Fanny Whittington, Associate Regional Director~~
National Park Service Assistant
Patrick Malone

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

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Colorado Department of Public Health and Environment

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for Maureen Gustaf

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

10/21/2016

Date

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

Rebecca Cuthbertson

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

10/20/16

Date

Aden Seidlitz
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BLM, New Mexico

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