



United States Department of the Interior

OFFICE OF THE SECRETARY
Office of Environmental Policy and Compliance
1689 C Street, Room 119
Anchorage, Alaska 99501-5126

June 17, 2002

MEMORANDUM

TO Committee Management Officer
White House Liaison Office
Office of the Secretary

FROM Designated Federal Officer
Exxon Valdez Oil Spill Public Advisory Group

SUBJECT Charter Renewal Request

Attached is the packet of materials required in order to accomplish the biennial renewal of the Charter of the *Exxon Valdez* Oil Spill (EVOS) Public Advisory Group. The revised Charter was approved on June 14, 2002, by the EVOS Trustee Council. There are several substantive changes from the Charter previously approved and signed in November 2000.

1 The Trustee Council extends the period of operation of the Public Advisory Group from September 30, 2002, to September 30, 2006 (with biennial renewal, per FACA). This period generally coincides with the extension of the Trustee Council operations under the court settlement agreement (enclosed) "Reopener for Unknown Injury" clause.¹ This clause allows the State and Federal governments between September 1, 2002, and September 1, 2006, to make additional claims. The Trustee Council will continue to operate during this period, and a public advisory committee is required pursuant to the court settlement between the State and Federal governments (enclosed).²

¹Paragraph 17 of the Agreement and Consent Decree entered into October 8, 1991, by the United States of America and Exxon Corporation, et al (Civil Action No. A91-082 CIV) and the State of Alaska and Exxon Corporation, et al (Civil Action 91-083 CIV) approved by the United States District Court of the District of Alaska.

²Paragraph V A 4 of the Memorandum of Agreement and Consent Decree entered into August 27, 1991, by the United States of America, through the Department of Justice, and the State of Alaska, through the Attorney General (Civil Action No. A91-081 CV) approved by the United States District Court of the District of Alaska.

2 The name of the Public Advisory Group is changed to the Public Advisory Committee, to better relate to the Trustee Council's reorganization to implement the new Gulf of Alaska Ecosystem Monitoring and Research (GEM) Program, which is an extended program of the ten-year old Oil Spill Restoration Plan

3 An additional task of "planning, evaluation, and conduct of long-term monitoring and research activities" is being assigned to the Public Advisory Committee, in keeping with the added emphasis of the GEM Program

4 The membership make-up is modified to reflect the emphasis of the GEM Program and to include a representation of the relevant (to the GEM Program) interests of the affected area This membership also reflects response to comments from the public and from a recent National Research Council review of the GEM Program

A The membership is increased from 17 to 20, allowing for from one to three representatives in some of the interest categories [Note the Public Advisory Group currently has five public-at-large representatives]

B In addition to the current qualifications, "knowledge of research" is added, as are more specific definitions and qualifications for each interest category

C The membership will represent a balanced representation of the interests identified in the following table

(1) The environmental and conservation interests were combined because the members come from the same pool of organizations and have the same interests

(2) The forest products interest was removed because there is no commercial logging or tree growing of any significance in the affected area

(3) Marine transportation, tribal government, and regional monitoring programs interests were added because they are relevant to the GEM Program and will provide more representation of local interests

5 The minimum number of meetings per year is reduced from four to two, to reduce costs and fit into the GEM Program operations calendar

I am requesting that you obtain the Secretary's signature, file the renewal of the Charter with the General Services Administration, and publish the notice in the Federal Register

The Senior Advisor to the Secretary for Alaska Affairs will notify the Library of Congress and the appropriate Congressional committees

Please return a copy of the signed and dated filed Charter to me, and I will distribute it to the Trustee Council. My address is

Douglas L. Mutter
Regional Environmental Assistant
Office of Environmental Policy & Compliance
1689 C Street, Room 119
Anchorage, AK 99501-5126

Thank you for your help. If I have any questions, you may contact me at 907-271-5011, or you may contact Drue Pearce, Senior Advisor to the Secretary for Alaska Affairs at 208-4177.



Douglas L. Mutter

Enclosures

Memorandum to the Secretary
Charter
Certification by the Secretary
Justification Statement
Federal Register notice for publication
Letter to file Charter with GSA
Letter to the Library of Congress
Notification letters to appropriate Congressional Committees
Agreement and Consent Decree, USA vs Exxon
Memorandum of Agreement and Consent Decree, USA vs State of Alaska

cc Drue Pearce, Senior Advisor to the Secretary for Alaska Affairs
Willie Taylor, Director, Office of Environmental Policy & Compliance
Molly McCammon, EVOS Trustee Council Executive Director

Comparison of Interests Represented

Public Advisory Committee (New)	Public Advisory Group (Old)
aquaculture and mariculture	aquaculture
commercial fishing	commercial fishing
commercial tourism	commercial tourism
recreation users	recreation users
conservation and environmental	conservation
	environmental
local government	local government
Native landowner	Native landowner
subsistence	subsistence
sport hunting & fishing	sport hunting & fishing
science/technical	science/academic
public-at-large	public-at-large
marine transportation	
regional monitoring program	
tribal government	
	forest products

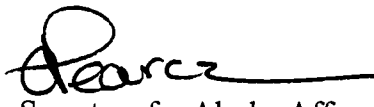


United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D C 20240

MEMORANDUM

To Secretary

From Drue Pearce 
Senior Advisor to the Secretary for Alaska Affairs

Subject *Exxon Valdez* Oil Spill Public Advisory Committee Charter Renewal

Attached is the packet of materials required to accomplish the biennial renewal of the Charter of the *Exxon Valdez* Oil Spill Public Advisory Committee. This group was first chartered as the Public Advisory Group by the Secretary of the Interior on October 23, 1992, and functions solely as an advisory body to the *Exxon Valdez* Oil Spill Trustee Council (pursuant to the court settlements with Exxon and the State of Alaska, and in compliance with the provisions of the Federal Advisory Committee Act). The Trustee Council approved this Charter at their June 14, 2002, meeting. The Public Advisory Committee will remain in existence until the end of the oil spill settlement in September 2006.

I am requesting that you sign the Charter, the Certification, and the three originals of the Federal Register notice. There are several changes from the Charter previously approved in November 2000 by the *Exxon Valdez* Oil Spill Trustee Council, as explained in the attached information.

Thank you

Attachments
Charter Renewal Request and Explanation of Changes
Charter
Certification by the Secretary
Justification Statement
Federal Register notice for publication (three originals)

CHARTER
EXXON VALDEZ OIL SPILL PUBLIC ADVISORY COMMITTEE

1 Official Designation *Exxon Valdez* Oil Spill Public Advisory Committee

2 Objectives and Scope In accordance with and pursuant to Paragraph V A 4 of the Memorandum of Agreement and Consent Decree entered into by the United States of America, through the Department of Justice, and the State of Alaska, through the Attorney General, on August 27, 1991 and approved by the United States District Court for the District of Alaska in settlement of United States of America v State of Alaska, Civil Action No A91-081 CV, hereinafter referred to as the MOA, the Public Advisory Committee shall advise the Trustees (State of Alaska Department of Law, State of Alaska Department of Fish and Game, State of Alaska Department of Environmental Conservation, U S Department of Agriculture, the National Oceanic and Atmospheric Administration of the U S Department of Commerce, and the U S Department of the Interior) through the Trustee Council with respect to the following matters

All decisions relating to injury assessment, restoration activities, or other use of natural resource damage recoveries obtained by the Governments including all decisions regarding

- a Planning, evaluation, and allocation of available funds,
- b Planning, evaluation, and conduct of injury assessments and restoration activities,
- c Planning, evaluation, and conduct of long-term monitoring and research activities,
- d Coordination of a, b, and c

3 Period of Time Necessary for the Committee Activities By order of the District Court for the District of Alaska, the Public Advisory Committee is to advise the Trustees, appointed to administer the fund established in settlement of United States v Exxon Corporation, Civil Action No A91-082, and State of Alaska v Exxon Corporation, Civil Action No A91-083, both in the United States District Court for the District of Alaska, in all matters described in Paragraph V A 1 of the MOA referenced above. Final payment into the fund was September 1, 2001. A four-year period allowing the opportunity for the Trustees to reopen the agreement to possibly receive additional compensation for injuries begins October 1, 2002, and ends September 30, 2006. It is expected that the need for the Public Advisory Committee will continue until at least September 30, 2006. Extension of the Committee beyond such date is subject to the unanimous written consent of the designated trustees.

- 4 Official to Whom the Public Advisory Committee Reports The Public Advisory Committee shall report to the *Exxon Valdez* Settlement Trustee Council through the Chair of the Public Advisory Committee at Trustee Council meetings. Other members of the Committee may report with the Chair, as appropriate. The Trustee Council's regular agenda shall include a period during which the Public Advisory Committee representative(s) may report on its activities, ask questions of the Trustee Council, and be available for questioning by the Trustee Council. The U S Department of the Interior is the designated Federal agency to which the Public Advisory Committee reports to ensure compliance with the Federal Advisory Committee Act, including the responsibility of ensuring the necessary support for the Public Advisory Committee. The Designated Federal Officer is the Alaska Office of Environmental Policy and Compliance's Regional Environmental Assistant, or his/her designee.
- 5 Administrative Support Administrative support for the Public Advisory Committee shall be provided by the Trustee Council's Executive Director. The Executive Director shall prepare an annual budget for the Public Advisory Committee. The budget shall provide the Public Advisory Committee such funds as the Trustee Council deems appropriate for administrative support for the Public Advisory Committee, from the *Exxon Valdez* Oil Spill Investment Fund established as a result of the settlement of United States v Exxon Corporation and State of Alaska v Exxon Corporation. The estimated annual operating cost for the Public Advisory Committee is \$55,000 00, including an estimated 5 staff years.
- 6 Public Advisory Committee Membership, Selection, and Service The Public Advisory Committee shall consist of 20 members, including a Chair and Vice-Chair. At least one member will be appointed to represent one of each of the 14 interests identified below, but no more than three members shall be appointed for any given interest.
- a Qualifications for Service - Representatives shall be chosen based on their demonstrated knowledge of the region, peoples, or principal economic and social activities of the area affected by the *Exxon Valdez* oil spill, roughly the northern Gulf of Alaska, or by demonstrated expertise in public lands and resource management or research as it relates to restoration, as applicable. Members shall be appointed to represent a balanced representation of the following interests/qualifications that are prevalent in the affected area:
- (1) aquaculture and mariculture organizations and individuals involved in these industries, including fish hatcheries and oyster/shellfish farming, etc
- (2) commercial fishing organizations and individuals involved in commercially fishing for salmon, halibut, herring, shellfish and bottom fish, including boat captains and crews, cannery owners/operators, and fish buyers, etc

(3) commercial tourism organizations and individuals involved in promoting or providing commercial travel or recreational opportunities, including charter boating, guiding services, visitor associations, boat/kayak rental companies, etc

(4) recreation users organizations and individuals involved in the broad spectrum of recreation activities that occur within the area, including kayaking, power boating, sailing, sightseeing, etc

(5) conservation and environmental organizations and individuals interested in the wise use and protection of natural resources

(6) local government representatives of the incorporated cities and boroughs in the affected area

(7) Native landowner representatives of the regional or village corporations established by the Alaska Native Claims Settlement Act in the affected area

(8) tribal government representatives of federally-recognized tribes in the affected area

(9) science/technical organizations, institutions, and individuals involved in, or with expertise in, scientific and research aspects of the affected area/resources and/or the effects of the oil spill and/or the technical application of scientific information

(10) sport hunting and fishing organizations and individuals involved in hunting and/or fishing for pleasure

(11) subsistence individuals who customarily and traditionally use wild renewable resources for direct personal or family consumption as food, shelter, fuel, clothing, tools or transportation, for the making and selling of handicraft articles, and for customary trade

(12) marine transportation organizations and individuals involved in transport of goods and services in marine waters, including piloting, tug operations, barge operations, oil tankers and pipelines, shipping companies, etc

(13) regional monitoring programs organizations and individuals involved in monitoring and reporting on environmental conditions in the affected area, including monitoring for pollution and the status of biological resources, etc

(14) public-at-large individuals who meet the general qualifications in paragraph 6 a, and may or may not meet additional interest qualifications

- b Nomination and Selection - Nominations for membership may be submitted by any source The Science and Technical Advisory Committee shall nominate at least one, but not more than three, members to represent science/technical interests From these nominations the Trustee Council will recommend membership to the Trustees, and following selection by the Trustees, the Secretary of the Interior appoints those selected by the Trustees
- c Minimum Term - Each member may serve two years from the date of appointment Members are eligible for renomination and reappointment at the close of their terms With consent of the Trustees, the Secretary of the Interior may remove a member or officer of the Public Advisory Committee
- d Officers - The Public Advisory Committee shall have a Chair and a Vice-Chair elected by the membership

7 Expenses Travel, per diem, and administrative support shall be borne by the Trustee Council using funds from the *Exxon Valdez* Oil Spill Investment Fund established in settlement of United States v Exxon Corporation and State of Alaska v Exxon Corporation While away from home or regular place of business in performance of business of the Public Advisory Committee, members shall receive travel expenses, including per diem in lieu of subsistence, at the applicable government rate Members will not receive compensation for their time spent on Public Advisory Committee business

8 Public Advisory Committee Meetings and Records The Public Advisory Committee shall meet no less than two times per year

- a All Public Advisory Committee meetings will be open to the public Any member of the public is permitted to file a written statement with the Public Advisory Committee and any member of the public may speak at a Public Advisory Committee meeting
- b Detailed minutes of all meetings, including the time, date and place of the meeting, names of the Public Advisory Committee members

and other staff of the Trustee Council present, names of the public who presented oral or written statements, an estimate of the number of other public present, an accurate description of each matter discussed and each matter resolved, if any, by the Public Advisory Committee, shall be prepared and made available to the public through the Executive Director. The Chair shall certify to the accuracy of all minutes of the Public Advisory Committee.

- c Meetings of the Public Advisory Committee shall be held at a reasonable time and in a place reasonably accessible to the public. Notice of meetings shall be published in accordance with AS 44 62 310(e), AS 44 62 175 and 41 CFR 102-3.150.
- d All accounts and records of the activities and transactions of the Public Advisory Committee shall be kept and maintained by the Staff of the Executive Director and, subject to the provisions of 5 U S C section 552, such accounts and records shall be available for public inspection at the offices of the Executive Director.
- e All rules and procedures governing the proceedings of the Public Advisory Committee must be approved by the Trustee Council.

9 Administrative Authority The Public Advisory Committee functions are advisory only, and its officers shall have no administrative authority by virtue of their membership. The Trustee Council, through the Executive Director, shall procure all needed space, supplies, equipment, and support for the Public Advisory Committee.

10 Termination Date The Federal Advisory Committee Act, as amended (5 U S C App 2), requires that the Public Advisory Committee shall terminate two years from the date of filing of this Charter unless the Committee is renewed before that date in accordance with the requirements of that Act.

11 Authority This Public Advisory Committee is established as mandated by Paragraph V A 4 of the MOA and shall be located in Alaska. Additional authority for its creation is found in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U S C subsection 9601 et seq., and the Federal Advisory Committee Act as amended, 5 U S C App 2.

Secretary of the Interior
Date Signed _____
Date Filed _____

CERTIFICATION

I hereby certify that the renewal of the Charter of the Public Advisory Committee, an advisory committee to make recommendations to and advise the *Exxon Valdez* Oil Spill Trustee Council in Alaska, is necessary and in the public interest in connection with the performance of duties mandated by the settlement of United States v State of Alaska, No A91-081 CV, and is in accordance with the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended and supplemented

Date

Gale Norton

Secretary of the Interior

JUSTIFICATION STATEMENT

Renewal of the Charter of the *Exxon Valdez* Oil Spill Public Advisory Committee

On March 24, 1989, the T/V *Exxon Valdez* ran aground on Bligh Reef in Prince William Sound in Alaska spilling approximately 11 million gallons of North Slope crude oil. Oil moved into the Gulf of Alaska, along the Kenai coast to Kodiak Island and the Alaska Peninsula--some 600 miles from Bligh Reef. Massive clean-up and containment efforts were initiated and continued to 1992. On October 8, 1991, an agreement was approved by the United States District Court for the District of Alaska that settled claims of the United States and the State of Alaska against the Exxon Corporation and the Exxon Shipping Company for various criminal and civil violations. Under the civil settlement, Exxon companies agreed to pay to the governments \$900 million over a period of 10 years. The agreement allowed an additional 5-year period for making additional claims.

The *Exxon Valdez* Oil Spill Trustee Council was established to manage the funds obtained from the civil settlement of the *Exxon Valdez* Oil Spill. The Trustee Council is composed of three State of Alaska trustees (Attorney General, Commissioner, Department of Environmental Conservation, and Commissioner, Department of Fish and Game) and three Federal representatives appointed by the Federal Trustees (Secretary, U.S. Department of Agriculture, the Administrator of the National Oceanic and Atmospheric Administration, and the Secretary, U.S. Department of the Interior).

The Public Advisory Committee was created pursuant to Paragraph V A 4 of the Memorandum of Agreement and Consent Decree entered into by the United States of America and the State of Alaska on August 27, 1991 and approved by the United States District Court for the District of Alaska in settlement of United States of America v. State of Alaska, Civil Action No. A91-081 CV. The Public Advisory Committee was first chartered by the Secretary of the Interior on October 23, 1992, as the Public Advisory Group, and functions solely as an advisory body in compliance with the provisions of the Federal Advisory Committee Act, as amended (5 U.S.C. App.)

The Public Advisory Committee was established to advise the Trustee Council, and began functioning in October 1992. The Public Advisory Committee consists of 20 members representing the following principal interests: sport hunting and fishing, conservation and environmental, public-at-large, recreation users, commercial tourism, local government, science/technical, subsistence, commercial fishing, aquaculture and mariculture, marine transportation, regional monitoring programs, tribal government, and Native landowners. Members are appointed to serve a two-year term.

To carry out its advisory role, the Public Advisory Committee makes recommendations to, and advises, the Trustee Council in Alaska on the following matters:

All decisions related to injury assessment, restoration activities, or other use of natural resource damage recovery monies obtained by the governments, including all decisions regarding

- a Planning, evaluation and allocation of available funds,

- b Planning, evaluation and conduct of injury assessment and restoration activities,
- c Planning, evaluation and conduct of long-term monitoring and research activities and
- d Coordination of a, b, and c

Trustee Council intentions regarding the importance of obtaining a diversity of viewpoints is stated in the Public Advisory Committee Background and Guidelines "The Trustee Council intends that the Public Advisory Committee be established as an important component of the Council's public involvement process " The Council continues, stating their desire that " a wide spectrum of views and interests are available for the Council to consider as it evaluates, develops, and implements restoration activities It is the Council's intent that the diversity of interests and views held by the Public Advisory Committee members contributes to wide-ranging discussions that will be of benefit to the Trustee Council "

In order to ensure that a broad range of public viewpoints continues to be available to the Trustee Council, and in keeping with the settlement agreement, the continuation of the Public Advisory Committee for another two-year period is recommended



United States Department of the Interior

OFFICE OF THE SECRETARY
Office of Environmental Policy and Compliance
1689 C Street Room 119
Anchorage, Alaska 99501-5126

Raymond Mosley
Director
Office of the Federal Register
800 North Capitol Street, NW
Suite 700
Washington, DC 20001

Dear Mr Mosley

Enclosed for publication are three signed originals of a notice of a Federal Advisory Committee Act committee charter renewal. Also enclosed is a computer disk with a WordPerfect file of the document. This file is the one used to print out the notice, and thus is a complete and accurate copy.

Once you have established a publication date, or if you have any questions, please call me at 907-271-5011.

Sincerely,

Douglas L. Mutter
Regional Environmental Assistant

Enclosure

Billing Code 4310-RG-M

DEPARTMENT OF THE INTERIOR

Office of the Secretary

Exxon Valdez Oil Spill Trustee Council, Renewal of the
Public Advisory Committee Charter

AGENCY Office of the Secretary, Department of the Interior

ACTION Notice

SUMMARY This notice is published in accordance with 41 CFR
Part 102-3, Subpart B, How Are Advisory Committees
Established, Renewed, Reestablished, and Terminated
Following the recommendation and approval of the *Exxon*
Valdez Oil Spill Trustee Council, the Secretary of the
Interior hereby renews the *Exxon Valdez* Oil Spill Public
Advisory Committee Charter to continue for approximately 2
years, to September 30, 2004

FOR FURTHER INFORMATION CONTACT Douglas Mutter, Department
of the Interior, Office of Environmental Policy and
Compliance, 1689 "C" Street, Room 119, Anchorage, Alaska,
(907) 271-5011

SUPPLEMENTARY INFORMATION On March 24, 1989, the T/V *Exxon*
Valdez ran aground on Bligh Reef in Prince William Sound in
Alaska spilling approximately 11 million gallons of North
Slope crude oil Oil moved into the Gulf of Alaska, along
the Kenai coast to Kodiak Island and the Alaska Peninsula--
some 600 miles from Bligh Reef Massive clean-up and

containment efforts were initiated and continued to 1992
On October 8, 1991, an agreement was approved by the United States District Court for the District of Alaska that settled claims of the United States and the State of Alaska against the Exxon Corporation and the Exxon Shipping Company for various criminal and civil violations Under the civil settlement, Exxon agreed to pay to the governments \$900 million over a period of 10 years An additional 5-year period was established to possibly make additional claims

The *Exxon Valdez* Oil Spill Trustee Council was established to manage the funds obtained from the civil settlement of the *Exxon Valdez* Oil Spill The Trustee Council is composed of three State of Alaska trustees (Attorney General, Commissioner, Department of Environmental Conservation, and Commissioner, Department of Fish and Game) and three Federal representatives appointed by the Federal Trustees (Secretary, U S Department of Agriculture, the Administrator of the National Oceanic and Atmospheric Administration, and the Secretary, U S Department of the Interior)

The Public Advisory Committee was created pursuant to Paragraph V A 4 of the Memorandum of Agreement and Consent Decree entered into by the United States of America and the

State of Alaska on August 27, 1991 and approved by the United States District Court for the District of Alaska in settlement of United States of America v State of Alaska, Civil Action No A91-081 CV The Public Advisory Committee was originally chartered as the Public Advisory Group by the Secretary of the Interior on October 23, 1992, and functions solely as an advisory body, and in compliance with the provisions of the Federal Advisory Committee Act, as amended (5 U S C App)

The Public Advisory Committee was established to advise the Trustee Council, and began functioning in October 1992 The Public Advisory Committee consists of 20 members representing the following principal interests sport hunting and fishing, conservation and environmental, public-at-large, recreation users, commercial tourism, local government, science/technical, subsistence, commercial fishing, aquaculture and mariculture, marine transportation, regional monitoring programs, tribal government, and Native landowners Members are appointed to serve a 2-year term

To carry out its advisory role, the Public Advisory Committee makes recommendations to, and advises, the Trustee Council in Alaska on the following matters

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Trustee Council intentions regarding the importance of obtaining a diversity of viewpoints is stated in the Public Advisory Committee Background and Guidelines "The Trustee Council intends that the Public Advisory Committee be established as an important component of the Council's public involvement process " The Council continues, stating their desire that " a wide spectrum of views and interest are available for the Council to consider as it evaluates, develops, and implements restoration activities It is the

Council's intent that the diversity of interests and views held by the Public Advisory Committee members contribute to wide ranging discussions that will be of benefit to the Trustee Council "

In order to ensure that a broad range of public viewpoints continues to be available to the Trustee Council, and in keeping with the settlement agreement, the continuation of the Public Advisory Committee for another two-year period is recommended

DATED

Gale Norton,
Secretary of the Interior

Billing Code 4310-RG-M

DEPARTMENT OF THE INTERIOR

Office of the Secretary

Exxon Valdez Oil Spill Trustee Council, Renewal of the
Public Advisory Committee Charter

AGENCY Office of the Secretary, Department of the Interior

ACTION Notice

SUMMARY This notice is published in accordance with 41 CFR
Part 102-3, Subpart B, How Are Advisory Committees
Established, Renewed, Reestablished, and Terminated
Following the recommendation and approval of the *Exxon*
Valdez Oil Spill Trustee Council, the Secretary of the
Interior hereby renews the *Exxon Valdez* Oil Spill Public
Advisory Committee Charter to continue for approximately 2
years, to September 30, 2004

FOR FURTHER INFORMATION CONTACT Douglas Mutter, Department
of the Interior, Office of Environmental Policy and
Compliance, 1689 "C" Street, Room 119, Anchorage, Alaska,
(907) 271-5011

SUPPLEMENTARY INFORMATION On March 24, 1989, the T/V *Exxon*
Valdez ran aground on Bligh Reef in Prince William Sound in
Alaska spilling approximately 11 million gallons of North
Slope crude oil Oil moved into the Gulf of Alaska, along
the Kenai coast to Kodiak Island and the Alaska Peninsula--
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The Exxon Valdez Oil Spill Trustee Council was established to manage the funds obtained from the civil settlement of the Exxon Valdez Oil Spill. The Trustee Council is composed of three State of Alaska trustees (Attorney General, Commissioner, Department of Environmental Conservation, and Commissioner, Department of Fish and Game) and three Federal representatives appointed by the Federal Trustees (Secretary, U S Department of Agriculture, the Administrator of the National Oceanic and Atmospheric Administration, and the Secretary, U S Department of the Interior).

The Public Advisory Committee was created pursuant to Paragraph V A 4 of the Memorandum of Agreement and Consent Decree entered into by the United States of America and the

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The Public Advisory Committee was established to advise the Trustee Council, and began functioning in October 1992 The Public Advisory Committee consists of 20 members representing the following principal interests sport hunting and fishing, conservation and environmental, public-at-large, recreation users, commercial tourism, local government, science/technical, subsistence, commercial fishing, aquaculture and mariculture, marine transportation, regional monitoring programs, tribal government, and Native landowners Members are appointed to serve a 2-year term

To carry out its advisory role, the Public Advisory Committee makes recommendations to, and advises, the Trustee Council in Alaska on the following matters

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In order to ensure that a broad range of public viewpoints continues to be available to the Trustee Council, and in keeping with the settlement agreement, the continuation of the Public Advisory Committee for another two-year period is recommended

DATED

Gale Norton,
Secretary of the Interior

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Billing Code 4310-RG-M

DEPARTMENT OF THE INTERIOR

Office of the Secretary

Exxon Valdez Oil Spill Trustee Council, Renewal of the
Public Advisory Committee Charter

AGENCY Office of the Secretary, Department of the Interior

ACTION Notice

SUMMARY This notice is published in accordance with 41 CFR
Part 102-3, Subpart B, How Are Advisory Committees
Established, Renewed, Reestablished, and Terminated
Following the recommendation and approval of the *Exxon*
Valdez Oil Spill Trustee Council, the Secretary of the
Interior hereby renews the *Exxon Valdez* Oil Spill Public
Advisory Committee Charter to continue for approximately 2
years, to September 30, 2004

FOR FURTHER INFORMATION CONTACT Douglas Mutter, Department
of the Interior, Office of Environmental Policy and
Compliance, 1689 "C" Street, Room 119, Anchorage, Alaska,
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- b Planning, evaluation and conduct of injury assessment and restoration activities,
- c Planning, evaluation and conduct of long-term monitoring and research activities, and
- d Coordination of a, b, and c

Trustee Council intentions regarding the importance of obtaining a diversity of viewpoints is stated in the Public Advisory Committee Background and Guidelines "The Trustee Council intends that the Public Advisory Committee be established as an important component of the Council's public involvement process " The Council continues, stating their desire that " a wide spectrum of views and interest are available for the Council to consider as it evaluates, develops, and implements restoration activities It is the

Council's intent that the diversity of interests and views held by the Public Advisory Committee members contribute to wide ranging discussions that will be of benefit to the Trustee Council "

In order to ensure that a broad range of public viewpoints continues to be available to the Trustee Council, and in keeping with the settlement agreement, the continuation of the Public Advisory Committee for another two-year period is recommended

DATED

Gale Norton,
Secretary of the Interior

Mr James L Dean, Director
Committee Management Secretariat
General Services Administration
Washington, DC 20405

Dear Mr Dean

Pursuant to the Federal Advisory Committee Act and provisions of the General Services Administration's regulations at 41 CFR 101-6 and 102-3, we enclose a copy of the renewal charter for the *Exxon Valdez* Oil Spill Public Advisory Group, renamed the Public Advisory Committee. This advisory committee was established in accordance with Paragraph V A 4 of the Memorandum of Agreement and Consent Decree approved by the United States District Court for the District of Alaska (Civil Action No A01-081 CV). This court settlement established a ten-year period, with a five-year extension period (through 2006), for restoration of natural resources and services injured by the oil spill.

We are requesting your concurrence on this renewal of the existing charter, which was established for a two-year period.

We would be pleased to answer any questions you may have about this advisory committee.

Sincerely,

Sharon Norman
DOI Committee Management Officer

Enclosure



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D C 20240

Mr Edward J Malone, Jr
Federal Advisory Committee Desk
Library of Congress
Anglo-American Acquisition Division
Government Documents Section, Room LM-B42
101 Independence Avenue, SE
Washington, D C 20540-4172

Dear Mr Malone

Pursuant to the Federal Advisory Committee Act and provisions of the General Services Administration's regulations at 41 CFR 101-6 and 102-3, we enclose a copy of the renewal charter for the *Exxon Valdez* Oil Spill Public Advisory Group, renamed the Public Advisory Committee. This advisory committee was established in accordance with Paragraph V A 4 of the Memorandum of Agreement and Consent Decree approved by the United States District Court for the District of Alaska (Civil Action No A01-081 CV). This court settlement established a ten-year period, with a five-year extension period (through 2006), for restoration of natural resources and services injured by the oil spill. This is a renewal of the existing charter, which was established for a two-year period.

We would be pleased to answer any questions you may have about this advisory committee.

Sincerely,

Drue Pearce
Senior Advisor to the Secretary
for Alaska Affairs

Enclosure



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D C 20240

Honorable Wayne T Gilchrest
Chairman, Subcommittee on Fisheries,
Conservation, Wildlife and Oceans
House Resources Committee
U S House of Representatives
Washington, D C 20515

Dear Mr Chairman

Pursuant to the Federal Advisory Committee Act and provisions of the General Services Administration's regulations at 41 CFR 101-6 and 102-3, we enclose a copy of the renewal charter for the *Exxon Valdez* Oil Spill Public Advisory Group, renamed the Public Advisory Committee. This advisory committee was established in accordance with Paragraph V A 4 of the Memorandum of Agreement and Consent Decree approved by the United States District Court for the District of Alaska (Civil Action No A01-081 CV). This court settlement established a ten-year period, with a five-year extension period (through 2006), for restoration of natural resources and services injured by the oil spill. This is a renewal of the existing charter, which was established for a two-year period.

We would be pleased to answer any questions you may have about this advisory committee.

Sincerely,

Drue Pearce
Senior Advisor to the Secretary
for Alaska Affairs

Enclosure



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D C 20240

Honorable Ernest Hollings
Chairman, Committee on Commerce, Science
and Transportation
United States Senate
Washington, DC 20510

Dear Mr Chairman

Pursuant to the Federal Advisory Committee Act and provisions of the General Services Administration's regulations at 41 CFR 101-6 and 102-3, we enclose a copy of the renewal charter for the *Exxon Valdez* Oil Spill Public Advisory Group, renamed the Public Advisory Committee. This advisory committee was established in accordance with Paragraph V A 4 of the Memorandum of Agreement and Consent Decree approved by the United States District Court for the District of Alaska (Civil Action No A01-081 CV). This court settlement established a ten-year period, with a five-year extension period (through 2006), for restoration of natural resources and services injured by the oil spill. This is a renewal of the existing charter, which was established for a two-year period.

We would be pleased to answer any questions you may have about this advisory committee.

Sincerely,

Drue Pearce

Senior Advisor to the Secretary
for Alaska Affairs

Enclosure



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D C 20240

Honorable James M Jeffords
Chairman, Committee on Environment and
Public Works
United States Senate
Washington, DC 20510

Dear Mr Chairman

Pursuant to the Federal Advisory Committee Act and provisions of the General Services Administration's regulations at 41 CFR 101-6 and 102-3, we enclose a copy of the renewal charter for the *Exxon Valdez* Oil Spill Public Advisory Group, renamed the Public Advisory Committee. This advisory committee was established in accordance with Paragraph V A 4 of the Memorandum of Agreement and Consent Decree approved by the United States District Court for the District of Alaska (Civil Action No A01-081 CV). This court settlement established a ten-year period, with a five-year extension period (through 2006), for restoration of natural resources and services injured by the oil spill. This is a renewal of the existing charter, which was established for a two-year period.

We would be pleased to answer any questions you may have about this advisory committee.

Sincerely,

Drue Pearce
Senior Advisor to the Secretary
for Alaska Affairs

Enclosure



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D C 20240

Honorable Jeff Bingamon
Chairman, Committee on Energy
and Natural Resources
United States Senate
Washington, D C 20515

Dear Mr Chairman

Pursuant to the Federal Advisory Committee Act and provisions of the General Services Administration's regulations at 41 CFR 101-6 and 102-3, we enclose a copy of the renewal charter for the *Exxon Valdez* Oil Spill Public Advisory Group, renamed the Public Advisory Committee. This advisory committee was established in accordance with Paragraph V A 4 of the Memorandum of Agreement and Consent Decree approved by the United States District Court for the District of Alaska (Civil Action No A01-081 CV). This court settlement established a ten-year period, with a five-year extension period (through 2006), for restoration of natural resources and services injured by the oil spill. This is a renewal of the existing charter, which was established for a two-year period.

We would be pleased to answer any questions you may have about this advisory committee.

Sincerely,

Drue Pearce
Senior Advisor to the Secretary
for Alaska Affairs

Enclosure



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D C 20240

Honorable James V Hansen
Chairman, Committee on Resources
U S House of Representatives
Washington, D C 20515

Dear Mr Chairman

Pursuant to the Federal Advisory Committee Act and provisions of the General Services Administration's regulations at 41 CFR 101-6 and 102-3, we enclose a copy of the renewal charter for the *Exxon Valdez* Oil Spill Public Advisory Group, renamed the Public Advisory Committee. This advisory committee was established in accordance with Paragraph V A 4 of the Memorandum of Agreement and Consent Decree approved by the United States District Court for the District of Alaska (Civil Action No A01-081 CV). This court settlement established a ten-year period, with a five-year extension period (through 2006), for restoration of natural resources and services injured by the oil spill. This is a renewal of the existing charter, which was established for a two-year period.

We would be pleased to answer any questions you may have about this advisory committee.

Sincerely,

Drue Pearce
Senior Advisor to the Secretary
for Alaska Affairs

Enclosure

BARRY M. HARTMAN
Acting Assistant Attorney General
Environment & Natural Resources
Division

STUART M. GERSON
Assistant Attorney General
Civil Division
U.S. Department of Justice
Washington, D.C. 20530

Attorneys for Plaintiff United States of America

CHARLES E. COLE
Attorney General
State of Alaska
Pouch K
Juneau, Alaska 99811

Attorney for Plaintiff State of Alaska

~~Lodged~~
SEP 30 1991

FILED
OCT 09 1991
UNITED STATES DISTRICT COURT
DISTRICT OF ALASKA

UNITED STATES DISTRICT COURT
DISTRICT OF ALASKA

UNITED STATES OF AMERICA,

Plaintiff,

v.

EXXON CORPORATION, EXXON SHIPPING
COMPANY, and EXXON PIPELINE COMPANY,
in personam, and the T/V
EXXON VALDEZ, in rem,

Defendants.

Civil Action No.
A91-082 CIV

STATE OF ALASKA,

Plaintiff,

v.

EXXON CORPORATION, and EXXON
SHIPPING COMPANY,

Defendants.

Civil Action No.
A91-083 CIV

AGREEMENT AND CONSENT
DECREE

AGREEMENT AND CONSENT DECREE

This Agreement and Consent Decree (the "Agreement") is made and entered into by the United States of America and the State of Alaska ("State") (collectively referred to as the "Governments"), Exxon Corporation and Exxon Shipping Company ("Exxon Shipping") (collectively referred to, together with the T/V EXXON VALDEZ, as "Exxon"), and Exxon Pipeline Company ("Exxon Pipeline").

Introduction

On the night of March 23-24, 1989, the T/V EXXON VALDEZ, owned by Exxon Shipping, went aground on Bligh Reef in Prince William Sound, Alaska. As a result of the grounding, several of the vessel's cargo tanks ruptured and approximately 11 million gallons of crude oil owned by Exxon Corporation spilled into Prince William Sound (the "Oil Spill").

The State has filed an action in the Superior Court for the State of Alaska, Third Judicial District, arising from the Oil Spill, identified as State of Alaska v. Exxon Corporation, et al., Civil No. 3AN-89-6852 ("State Court Action"), and Exxon has asserted counterclaims against the State in that action.

On March 13, 1991 and March 15, 1991, respectively, the United States and the State each filed a complaint in this Court against Exxon and Exxon Pipeline, asserting civil claims relating to or arising from the Oil Spill ("Federal Court Complaints"). Exxon and Exxon Pipeline have asserted counterclaims against the

United States and the State in their responses to the Federal Court Complaints.

The United States and the State represent that it is their legal position that only officials of the United States designated by the President and state officials designated by the Governors of the respective states are entitled to act on behalf of the public as trustees of Natural Resources to recover damages for injury to Natural Resources arising from the Oil Spill under Section 311(f) of the Clean Water Act, 33 U.S.C. § 1321(f).

Exxon represents that, during the period from the Oil Spill through August, 1991, it expended in excess of \$2.1 billion for clean-up activities and reimbursements to the federal, State, and local governments for their expenses of response to the Oil Spill.

The Parties recognize that the payments called for in this Agreement are in addition to those described above, are compensatory and remedial in nature, and are made to the Governments in response to their pending or potential civil claims for damages or other civil relief against Exxon and Exxon Pipeline arising from the Oil Spill.

NOW, THEREFORE, the Parties agree, and it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

Jurisdiction

1. The Court has jurisdiction over the subject matter of the claims set forth in the Federal Court Complaints and over the parties to this Agreement pursuant to, among other authorities,

28 U.S.C. §§ 1331, 1333 and 1345, and section 311(f) of the Clean Water Act, 33 U.S.C. § 1321(f). This Court also has personal jurisdiction over Exxon and Exxon Pipeline, which, solely for the purposes of this Agreement, waive all objections and defenses that they may have to the jurisdiction of the Court or to venue in this District.

Parties

2. "United States" means the United States of America, in all its capacities, including all departments, divisions, independent boards, administrations, natural resource trustees, and agencies of the federal government.

3. "State" means the State of Alaska, in all its capacities, including all departments, divisions, independent boards, administrations, natural resource trustees, and agencies of the state government.

4. "Exxon" means Exxon Corporation, a New Jersey corporation, Exxon Shipping Company, a Delaware corporation, and the T/V EXXON VALDEZ, Official Number 692966 (now the T/V EXXON MEDITERRANEAN).

5. "Exxon Pipeline" means Exxon Pipeline Company, a Delaware corporation.

Definitions

6. Whenever the following capitalized terms are used in this Agreement, they shall have the following meanings:

(a) "Alyeska" means Alyeska Pipeline Service Company, a

Delaware corporation, its shareholders and owner companies, and its present and former shareholder representatives.

(b) The "TAPL Fund" means the Trans-Alaska Pipeline Liability Fund, a federally chartered corporation organized and existing under the laws of the State of Alaska.

(c) "Natural Resources" means land, fish, wildlife, biota, air, water, ground water, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson Fishery Conservation and Management Act of 1976, 16 U.S.C. §§ 1801 et seq.), the State, or both the United States and the State.

(d) "Natural Resource Damages" means compensatory and remedial relief recoverable by the Governments in their capacity as trustees of Natural Resources on behalf of the public for injury to, destruction of, or loss of any and all Natural Resources resulting from the Oil Spill, whether under the Clean Water Act, 33 U.S.C. §§ 1251, et seq., the Trans-Alaska Pipeline Authorization Act, 43 U.S.C. §§ 1651, et seq., or any federal or state statute or maritime or common law relating to the environment, including (1) costs of damage assessment, (2) compensation for loss, injury, impairment, damage or destruction of Natural Resources, whether temporary or permanent, or for loss of use value, non-use value, option value, amenity value, bequest value, existence value, consumer surplus, economic rent, or any

similar value of Natural Resources, and (3) costs of restoration, rehabilitation or replacement of injured Natural Resources or the acquisition of equivalent resources.

(e) "Party" or "Parties" means Exxon, Exxon Pipeline, the United States, and the State, or any of them.

(f) "Trustees" means the Secretaries of the U.S. Departments of Agriculture and the Interior, the Administrator of the National Oceanic and Atmospheric Administration, U.S. Department of Commerce, the Alaska Attorney General, and the Commissioners of the Alaska Departments of Environmental Conservation and Fish and Game.

(g) The "Oil Spill" means the occurrence described in the first paragraph of the Introduction above, and all consequences proximately caused by or arising from the Oil Spill, including, without limitation, response, cleanup, damage assessment and restoration activities.

(h) "Effective Date" shall mean the earliest date on which all Parties have signed this Agreement.

(i) "Final Approval" shall mean the earliest date on which all of the following have occurred: (1) the Court has approved and entered the Agreement as a judgment, without modification and without interpreting a material term of the Agreement, prior to or at the time of approval, in a manner inconsistent with the Parties' intentions; and (2) the time for appeal from that judgment has expired without the filing of an appeal, or the judgment has been upheld on appeal and either the

time for further appeal has expired without the filing of a further appeal or no further appeal is allowed.

Effect of Entry of Decree by Court

7. Upon approval and entry of this Agreement by the District Court, this Agreement and Consent Decree shall constitute a final judgment between the Governments and Exxon and Exxon Pipeline in accordance with its terms.

Payment Terms

8. Exxon shall pay to the Governments pursuant to this Agreement a total of \$900 million, discharged as follows:

(a) Exxon shall pay, within 10 days after the Effective Date, \$90,000,000.

(b) Exxon shall pay on December 1, 1992 the amount determined by the following formula:

amount payable = \$150,000,000 minus X, where
"X" equals Exxon's expenditures for work done from January 1, 1991 through March 12, 1991, in preparation for and conduct of clean-up of the Oil Spill in accordance with directions of the Federal On-Scene Coordinator, up to a maximum of \$4,000,000, plus Expenditures made by Exxon for clean-up work after March 12, 1991 in accordance with Paragraph 11; provided that all such Expenditures shall be subject to audit by the Governments.

(c) Exxon shall pay each of the amounts specified in the following schedule by the dates set forth in that schedule:

September 1, 1993	\$100,000,000
September 1, 1994	\$ 70,000,000
September 1, 1995	\$ 70,000,000
September 1, 1996	\$ 70,000,000
September 1, 1997	\$ 70,000,000
September 1, 1998	\$ 70,000,000
September 1, 1999	\$ 70,000,000
September 1, 2000	\$ 70,000,000
September 1, 2001	\$ 70,000,000

(d) The payments required by this paragraph shall be made as directed jointly in writing, not less than 5 business days before the due date, by the Assistant Attorney General, Environment & Natural Resources Division, United States Department of Justice, and the Attorney General, State of Alaska.

9. If Final Approval has not occurred by the date a payment required under Paragraph 8 is due, Exxon shall, on or before that date, deposit the amount of the payment into an interest-bearing trust account (the "Escrow") in a federally chartered bank ("Escrow Agent"). The Escrow agreement between Exxon and the Escrow Agent shall provide that the Escrow Agent shall submit to the jurisdiction and venue of the United States District Court for the District of Alaska in connection with any litigation arising out of that Escrow agreement. Exxon shall notify the Governments promptly in writing of any deposit of a payment due under this Agreement into the Escrow. Upon Final Approval and within five (5) business days of receipt of written instructions as to payment signed jointly by the Assistant Attorney General, Environment & Natural Resources Division, United States Department of Justice, and the Attorney General, State of Alaska, Exxon shall require that a sum be paid to the Governments equal

to all amounts required to be paid into the Escrow pursuant to this paragraph together with an amount calculated by applying to each deposit a rate equal to the average daily yield on three-month Treasury Bills in effect while the funds are on deposit. "The average daily yield on three-month Treasury Bills" means the arithmetic mean of the three-month Treasury Bill rates, as quoted in the H.15 (519) weekly release published by the Board of Governors of the Federal Reserve System under the caption "U.S. Government Securities/Treasury Bills/Secondary Market," multiplied by the actual number of days of such deposit divided by 360. For the purposes of calculating such arithmetic mean, each Saturday, Sunday and holiday shall be deemed to have a rate equal to the rate for the immediately preceding business day. If the earnings accrued on the Escrow are insufficient to make the payment to Governments required by this paragraph and to pay the reasonable fees and expenses of the Escrow Agent, Exxon shall pay the difference so that such amounts will be paid in full. No amount shall be disbursed from the Escrow for any reason, except to make the payment required by this paragraph or to pay reasonable fees and expenses of the Escrow Agent and, after the foregoing payments, to close out the Escrow, unless any Party terminates the Agreement pursuant to Paragraph 37. If the Agreement is terminated, all sums in the Escrow shall be returned to Exxon.

10. As agreed to between the Governments, without any consultation with or participation by Exxon or Exxon Pipeline,

the amounts paid under Paragraphs 8 or 9 shall be applied by the Governments solely for the following purposes: (1) to reimburse the United States and the State for response and clean-up costs incurred by either of them on or before December 31, 1990 in connection with the Oil Spill; (2) to reimburse the United States and the State for natural resource damages assessment costs (including costs of injury studies, economic damages studies, and restoration planning) incurred by either of them on or before March 12, 1991 in connection with the Oil Spill; (3) to reimburse the State for attorneys fees, experts' fees, and other costs (collectively, "Litigation Costs") incurred by it on or before March 12, 1991 in connection with litigation arising from the Oil Spill; (4) to reimburse the United States and the State for response and clean-up costs incurred by either of them after December 31, 1990 in connection with the Oil Spill; and (5) to reimburse or pay costs incurred by the United States or the State or both after March 12, 1991 to assess injury resulting from the Oil Spill and to plan, implement, and monitor the restoration, rehabilitation, or replacement of Natural Resources, natural resource services, or archaeological sites and artifacts injured, lost, or destroyed as a result of the Oil Spill, or the acquisition of equivalent resources or services; and (6) to reimburse the State for reasonable Litigation Costs incurred by it after March 12, 1991. The aggregate amount allocated for United States past response and clean-up costs and damage assessment costs (under items 1 and 2 above) shall not exceed \$67

million, and the aggregate amount allocated for State past response and clean-up costs, damage assessment costs, and Litigation Costs incurred on or before March 12, 1991 (under items 1-3 above) shall not exceed \$75 million. The amounts allocated for State Litigation Costs incurred after March 12, 1991 (under item 6 above) shall not exceed \$1 million per month. The Governments represent that the monies paid by Exxon to the Governments pursuant to this Agreement will be allocated, received, held, and used in accordance with the Memorandum of Agreement and Consent Decree between the United States and the State of Alaska ("MOA"), which this Court entered on August 28, 1991, in United States v. State of Alaska, Civil Action No. A91-081 CV. This paragraph and the MOA do not create any rights in, or impose any obligations on, Exxon, Exxon Pipeline, Alyeska, or any other person or entity except the Governments.

Commitment by Exxon to Continue Clean-up

11. (a) Exxon shall continue clean-up work relating to the Oil Spill after the Effective Date, as directed by and in accordance with the directions of the Federal On-Scene Coordinator ("FOSC"), subject to prior approval by the FOSC of the costs of work directed by the FOSC. After the Effective Date, Exxon shall also perform any additional clean-up work directed by the State On-Scene Coordinator ("State OSC") that does not interfere or affirmatively conflict with work directed by the FOSC or with federal law, in accordance with the directions of, and subject to prior approval of costs by, the

State OSC. If Exxon concludes that work directed by the State OSC would interfere or affirmatively conflict with work directed by the FOSC, or with federal law, it shall promptly notify the State OSC and the FOSC of the potential conflict and shall not be required to proceed with the work directed by the State OSC until the FOSC or the Court determines that there is no conflict or that any potential conflict has been eliminated, and directs Exxon how to proceed. Exxon should have no liability to any person or entity, including the Governments, by reason of undertaking clean-up work performed in accordance with directions of the FOSC or the State OSC.

(b) Upon Final Approval, Exxon shall have no further obligations with respect to clean-up of the Oil Spill except as set forth in this Agreement and in addition Exxon shall be entitled to a credit, to be applied to the next payment due from Exxon to the Governments, as provided in subparagraph 8(b), for all Expenditures incurred by Exxon for clean-up work pursuant to directions of the FOSC or the State OSC in accordance with subparagraph 11(a). As used in this paragraph, and in subparagraph 8(b) and Paragraph 12, "Expenditures" shall include, without limitation, costs and obligations incurred for salary, wages, benefits, and expenses of Exxon employees, for contractors, for equipment purchase and rental, for office and warehouse space, and for insurance, accounting, and other professional services.

12. If this Agreement is terminated pursuant to Paragraph 37 below, or if a final judicial determination is made that this Agreement will not be approved and entered, Exxon shall be entitled to set off against any liability it may have to either Government arising from the Oil Spill the amount of any Expenditures made by Exxon for clean-up work directed by the FOSC or the State OSC under Paragraph 11(a), if the work meets the following criteria:

(a) if total Expenditures incurred by Exxon for clean-up after the Effective Date are \$35 million or less, Expenditures for work shall be set-off if Exxon shows both --

(1) that based on the information available at the time to the FOSC or State OSC who directed the work, the anticipated cost of the work was grossly disproportionate to the net environmental benefits reasonably anticipated from the work, or the work could not reasonably have been expected to result in a net environmental benefit; and

(2) that a reasonable time before beginning to perform the work, Exxon submitted a written objection to the work to the FOSC or State OSC who directed the work, requesting reconsideration of the work directions on one of the grounds set forth in subparagraph 12(a)(1) above; or

(b) if total Expenditures by Exxon for clean-up after the Effective Date exceed \$35 million, Expenditures for work shall be set-off unless the Government or Governments against

which Exxon is seeking to assert the set-off provided by this paragraph show that, based on the information available at the time to the FOSC or State OSC who directed the work, the work was reasonably expected to result in a net environmental benefit, and the anticipated cost of the work was not substantially out of proportion to the net environmental benefit reasonably anticipated from the work.

- Releases and Covenants Not to Sue by the Governments

13. Effective upon Final Approval, the Governments release and covenant not to sue or to file any administrative claim against Exxon with respect to any and all civil claims, including claims for Natural Resource Damages, or other civil relief of a compensatory and remedial nature which have been or may be asserted by the Governments, including without limitation any and all civil claims under all federal or state statutes and implementing regulations, common law or maritime law, that arise from, relate to, or are based on, or could in the future arise from, relate to, or be based on: (1) any of the civil claims alleged in the pending action against Exxon by the State in the State Court Action, (2) any of the civil claims asserted in the Federal Court Complaints, or (3) any other civil claims that could be asserted by either or both of the Governments against Exxon relating to or arising from the Oil Spill; provided, however, that nothing in this Agreement shall affect or impair the following:

(a) claims by either Government to enforce this Agreement, including without limitation Exxon's agreement to make additional payments as set forth in Paragraphs 17-19;

(b) claims by the State for tax revenues which would have been or would be collected under existing AS 43.75 (Fisheries Business Tax) but for the Oil Spill, provided that, if the State obtains a judgment for such a claim against Exxon or Exxon Pipeline, the State will enforce against Exxon or Exxon Pipeline only that part of the judgment that would be refunded to local governments under AS 43.75.130 had the amount recovered been paid as taxes under AS 43.75;

(c) exclusively private claims, if any, by Alaska Native Villages and individual Alaska Natives, other than claims for Natural Resource Damages, seeking damages for private harms to Native subsistence well being, community, culture, tradition and way of life resulting from the Oil Spill, including private claims for private harms to Alaska Native Villages and individual Alaska Natives resulting from the impairment, destruction, injury or loss of Natural Resources caused by the Oil Spill and any other exclusively private claims that are available to Alaska Native Villages and individual Alaska Natives; and

(d) exclusively private claims, if any, by Alaska Native Corporations, other than claims for Natural Resource Damages, seeking damages for private harms resulting from injuries caused by the Oil Spill to lands in which a Native Corporation holds any present right, title, or interest, including private claims for

lost or diminished land values, for preservation, protection and restoration of archaeological or cultural resources and archaeological sites found on the lands described in this subparagraph, for private harms resulting from injuries to Natural Resources found on lands described in this subparagraph, for impairment of riparian or littoral rights, if any, and any other claims that are available to Alaska Native Corporations as private landowners; provided, however, that such claims shall not include any claims based upon injuries to tidelands or submerged lands.

14. Effective upon Final Approval, except insofar as Exxon Pipeline is liable to the Governments, or either of them, for claims relating to or arising from the Oil Spill as a result of its ownership interest in, participation in, or responsibility for Alyeska, each of the Governments provides to Exxon Pipeline covenants not to sue identical to the covenants not to sue provided to Exxon in Paragraph 13. This paragraph shall not be construed as a release or covenant not to sue given by either Government to Alyeska.

15. Effective upon the Effective Date, each of the Governments covenants not to sue any present or former director, officer, or employee of Exxon or Exxon Pipeline with respect to any and all civil claims, including Natural Resource Damages, or other civil remedies of a compensatory or remedial nature which have been or may be asserted by the Governments, including without limitation any and all civil claims under all federal or

state statutes and implementing regulations, common law or maritime law, that arise from, relate to, or are based on, or could in the future arise from, relate to, or be based on the Oil Spill; provided, however, that if any such present or former director, officer, or employee brings any action against the Governments, or either of them, for any claim whatsoever arising from or relating to the Oil Spill (or if an action against the Governments is pending at the time of Final Approval, and the director, officer, or employee fails to dismiss the action within 15 days of Final Approval), this covenant not to sue shall be null and void with respect to the director, officer, or employee bringing such action. In the event either Government obtains a judgment against any present or former director, officer, or employee of Exxon or Exxon Pipeline for liability relating to or arising from the Oil Spill, the Governments shall enforce the judgment only to the extent that the individual or individuals against whom the judgment was obtained are able to satisfy the judgment, without indemnification by Exxon or Exxon Pipeline, personally or through insurance policies purchased by the individual or individuals.

16. (a) Not later than 15 days after Final Approval, each of the claims asserted by the State against Exxon and Exxon Pipeline, except for the claim described in Paragraph 13(d) of this Agreement, and each of the claims asserted by Exxon or Exxon Pipeline against the State, in the State Court Action will be dismissed with prejudice and without an award of costs or

attorneys fees to any Party. Exxon, Exxon Pipeline, and the State shall enter into and execute all Stipulations of Dismissal, with prejudice, necessary to implement this subparagraph.

(b) Not later than 15 days after Final Approval, each of the claims asserted by the United States and the State against Exxon or Exxon Pipeline in the Federal Court Complaints, except for the claim described in Paragraph 13(d) of this Agreement, each of the counterclaims asserted by Exxon and Exxon Pipeline against the United States or the State in their responses to the Federal Court Complaints, shall be dismissed with prejudice and without an award of costs or attorneys fees to any Party. Exxon, Exxon Pipeline, the United States, and the State shall enter into and execute all Stipulations of Dismissal, with prejudice, necessary to implement this subparagraph.

(c) Each of the claims asserted by Exxon against the Governments or their officials in Exxon Shipping Company, et al. v. Lujan, et al., Civil Action No. A91-219 CIV (D. Alaska) ("Lujan") shall be dismissed with prejudice, and without an award of attorneys fees or costs to any Party, not later than 5 days after United States District Court approval of any agreement(s) between the Governments and the non-Government defendants in Lujan under which all of the non-Government defendants disclaim any right to recover Natural Resource Damages.

Reopener For Unknown Injury

17. Notwithstanding any other provision of this Agreement, between September 1, 2002, and September 1, 2006, Exxon shall pay

to the Governments such additional sums as are required for the performance of restoration projects in Prince William Sound and other areas affected by the Oil Spill to restore one or more populations, habitats, or species which, as a result of the Oil Spill, have suffered a substantial loss or substantial decline in the areas affected by the Oil Spill; provided, however, that for a restoration project to qualify for payment under this paragraph the project must meet the following requirements:

- (a) the cost of a restoration project must not be grossly disproportionate to the magnitude of the benefits anticipated from the remediation; and
- (b) the injury to the affected population, habitat, or species could not reasonably have been known nor could it reasonably have been anticipated by any Trustee from any information in the possession of or reasonably available to any Trustee on the Effective Date.

18. The amount to be paid by Exxon for the restoration projects referred to in Paragraph 17 shall not exceed \$100,000,000.

19. The Governments shall file with Exxon, 90 days before demanding any payment pursuant to Paragraph 17, detailed plans for all such restoration projects, together with a statement of all amounts they claim should be paid under Paragraph 17 and all information upon which they relied in the preparation of the restoration plan and the accompanying cost statement.

Releases and Covenants Not To Sue by Exxon and Exxon Pipeline

20. Effective upon Final Approval, Exxon and Exxon Pipeline release, and covenant not to sue or to file any administrative claim against, each of the Governments and their employees with respect to any and all claims, including without limitation claims for Natural Resource Damages and cleanup costs, under federal or state statutes and implementing regulations, common law, or maritime law, that arise from, relate to, or are based on or could in the future arise from, relate to, or be based on: (1) any of the civil claims asserted by either of them against the State in the State Court Action, (2) any civil claims asserted by Exxon or Exxon Pipeline against either Government in their responses to the Federal Court Complaints, or (3) any other civil claims that have been or could be asserted by Exxon or Exxon Pipeline against either of the Governments relating to or arising from the Oil Spill, except that nothing in this Agreement shall affect or impair the rights of Exxon and Exxon Pipeline to enforce this Agreement. This paragraph shall not be construed as a release or covenant not to sue given by Alyeska (including its shareholders and owner companies other than Exxon Pipeline) to the Governments.

Trans-Alaska Pipeline Liability Fund

21. The release in Paragraph 20 shall not be construed to bar any claim by Exxon against the TAPL Fund relating to or arising from the Oil Spill. If the TAPL Fund asserts any claims against the Governments that are based upon subrogation rights arising

from any monies paid to Exxon or Exxon Pipeline by the TAPL Fund, Exxon agrees to indemnify and hold the Governments harmless from any liability that they have to the TAPL Fund based on such claims. If the TAPL Fund asserts any claims against the Governments that are based upon subrogation rights arising from any monies paid to Alyeska by the TAPL Fund, Exxon agrees to indemnify the Governments for 20.34% of any liability that either Government has to the TAPL Fund based on such claims.

Provisions Pertaining to Alyeska

22. Effective upon Final Approval, the Governments release and covenant not to sue Alyeska with respect to all claims for Natural Resource Damages and with respect to all other claims for damages for injury to Natural Resources, whether asserted or not, that either may have against Alyeska relating to or arising from the Oil Spill. If Alyeska asserts claims against the Governments, or either of them, that are based upon third party contribution or subrogation rights, or any other theory of recovery over against the Governments, or either of them, arising from any liability of or settlement payment by Alyeska to Exxon or Exxon Pipeline for any claims, including without limitation Natural Resource Damages and cleanup costs, relating to or arising from the Oil Spill, Exxon shall indemnify and hold the Governments harmless from any liability that the Governments have to Alyeska based on such claims.

23. In order to resolve as completely as practicable all civil claims of the Governments arising from the Oil Spill

against all Exxon Defendants, including Exxon Pipeline (which has a 20.34% participation in Alyeska), and in consideration of Exxon's obligations hereunder, the Governments agree that if either recovers any amount from Alyeska for any claim of any kind relating to or arising from the Oil Spill (such as asserted in the State Court Action against Alyeska), each Government so recovering shall instruct Alyeska to pay to Exxon, and shall take other reasonable steps to ensure that Exxon receives, 20.34% of the amount due to that Government from Alyeska.

24. Exxon and Exxon Pipeline agree that, if Alyeska receives any amount from the Governments for any claim of any kind relating to or arising from the Oil Spill, except for an amount indemnified by Exxon under Paragraph 22 or 25, Exxon and/or Exxon Pipeline shall promptly pay to the Government against which judgment is entered 20.34% of such amount.

25. If Alyeska successfully asserts claims, if any, against the Governments, or either of them, that are based upon Alyeska's own damages or losses, or upon third party contribution or subrogation rights, or other theories of recovery over, arising from Alyeska's liability to persons other than Exxon or Exxon Pipeline relating to the Oil Spill, Exxon shall indemnify the Governments for any sums paid by either of them to Alyeska based on such claims; provided that the Governments shall assert in good faith all defenses the Governments may have to such claims by Alyeska, and provided further that no indemnity shall be provided under this paragraph if the Governments refuse a good

faith proposal for a monetary settlement of such claims agreed to by Exxon and Alyeska, under which Alyeska shall fully release the Governments in exchange for a payment by or other consideration from Exxon, on behalf of the Governments, to Alyeska.

Third Party Litigation

26. (a) Except as provided in subparagraph (b) of this paragraph, if any person or entity not a party to this Agreement ("Third Party") asserts a claim relating to or arising from the Oil Spill in any present or future litigation against Exxon or Exxon Pipeline and the Governments, or against Exxon or Exxon Pipeline and either the United States or the State, each of the sued Parties ("Sued Parties") shall be responsible for and will pay its share of liability, if any, as determined by the proportional allocation of liability contained in any final judgment in favor of such Third Party, and no Sued Party shall assert a right of contribution or indemnity against any other Sued Party. However, notwithstanding any other provision of this Agreement, the Sued Parties may assert any claim or defense against each other necessary as a matter of law to obtain an allocation of liability among the Sued Parties in a case under this paragraph. Any such actions between the Sued Parties shall be solely for the purpose of allocating liability, if any. The Sued Parties shall not enforce any judgment against each other in such cases.

(b) If any person or entity, other than the TAPL Fund or Alyeska, asserts claims against the Governments, or either of

them, that are based upon contribution or indemnity or any other theory of recovery over against the Governments arising from any liability of or payment by said person or entity to Exxon or Exxon Pipeline relating to or arising from the Oil Spill, or based upon subrogation rights arising from any monies paid to Exxon or Exxon Pipeline, Exxon shall indemnify and hold the Governments harmless from any liability that the Governments have to such person or entity based on such claims. The foregoing indemnity (i) shall not be enforceable with respect to any amount in excess of value actually received by Exxon or Exxon Pipeline, and (ii) shall be enforceable only if the Governments assert in good faith all defenses they may have to such claims.

27. Neither Exxon nor Exxon Pipeline shall assert any right of contribution or indemnity against either Government in any action relating to or arising from the Oil Spill where that respective Government is not a party. Neither Government shall assert any right of contribution or indemnity against Exxon or Exxon Pipeline in any action relating to or arising from the Oil Spill where Exxon and Exxon Pipeline, respectively, are not parties, except that either Government may assert against Exxon the rights to indemnification as expressly provided in Paragraphs 21, 22, and 25.

28. Any liability which Exxon incurs as a result of a suit by a Third Party, as described in Paragraphs 26 or 27, shall not be attributable to or serve to reduce the payments required to be

paid by Exxon pursuant to Paragraph 8 or any additional payment required under Paragraph 17.

29. The Parties agree that they will not tender each other to any Third Party as direct defendants in any action pursuant to Rule 14(c) of the Federal Rules of Civil Procedure.

30. If a Third Party, which has previously reached or hereafter reaches a settlement with Exxon, brings an action against the Governments, or either of them, the sued Government(s) shall undertake to apportion liability, if any, according to principles of comparative fault without the joinder of Exxon, and shall assert that joinder of Exxon is unnecessary to obtain the benefits of allocation of fault. Notwithstanding any other provision of this Agreement, if the court rejects the sued Government(s)' efforts to obtain a proportional allocation of fault without Exxon's joinder, the sued Government(s) may institute third-party actions against Exxon solely for the purpose of obtaining allocation of fault. The Governments in such third-party actions shall not enforce any judgment against Exxon.

Interest for Late Payments

31. If any payment required by Paragraphs 8 or 9 of this Agreement is not made by the date specified in those Paragraphs, Exxon shall be liable to the Governments for interest on the overdue amount(s), from the time payment was due until full payment is made, at the rate established by the Department of the Treasury under 31 U.S.C. § 3717(a)(1) & (2). Interest on an

overdue payment shall be paid in the same manner as the payment on which it accrued.

Reservations of Rights

32. This Agreement does not constitute an admission of fact or law, or of any liability, by any Party to this Agreement. Except as expressly stated in this Agreement, each Party reserves against all persons or entities all rights, claims, or defenses available to it relating to or arising from the Oil Spill. Nothing in this Agreement, however, is intended to affect legally the claims, if any, of any person or entity not a Party to this Agreement.

33. Nothing in this Agreement creates, nor shall it be construed as creating, any claim in favor of any person not a Party to this Agreement.

34. Nothing in this Agreement shall prevent or impair the Governments from providing program assistance or funding to those not signatories to this Agreement under the programs of their agencies pursuant to legislative authorization or appropriation.

35. Nothing in this Agreement shall affect or impair any existing contract between Exxon or Exxon Pipeline and any entity of either Government, including without limitation the agreement between Exxon and the Environmental Protection Agency dated December 21, 1990, relating to joint conduct of bioremediation studies.

Notices and Submittals

36. Whenever, under the terms of this Consent Decree, written notice is required to be given by one Party to another, it shall be directed to the individuals and addresses specified below, unless those individuals or their successors give notice of changes to the other Parties in writing.

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
10th and Pennsylvania Avenue, N.W.
Washington, D.C. 20530
Attn. DOJ #90-5-1-1-3343

Chief, Admiralty and Aviation Branch
Civil Division
U.S. Department of Justice
601 D Street, N.W.
Washington, D.C. 20530

General Counsel
National Oceanic and Atmospheric Administration
Department of Commerce
14th & Constitution Avenue, N.W.
Washington, D.C. 20230

As to the State of Alaska:

Attorney General
State of Alaska
Pouch K
Juneau, Alaska 99811

Supervising Attorney
Oil Spill Litigation Section
Department of Law
1031 W. Fourth Street, Suite 200
Anchorage, Alaska 99501

As to Exxon Corporation:

Office of the Secretary
Exxon Corporation
225 E. John W. Carpenter Fwy.
Irving, Texas 75062-2298

General Counsel
Exxon Corporation
225 E. John W. Carpenter Fwy.
Irving, Texas 75062-2298

As to Exxon Shipping Company:

Office of the President
Exxon Shipping Company
P.O. Box 1512
Houston, Texas 77251-1512

As to Exxon Pipeline:

Office of the President
Exxon Pipeline Company
P.O. Box 2220
Houston, Texas 77252-2220

Election to Terminate

37. Any Party may elect to terminate this Agreement if:

(1) any court of competent jurisdiction disapproves or overturns any plea agreement entered into between the United States and Exxon in United States v. Exxon Shipping Co., No. A90-015 CR (D. Alaska); (2) a final judicial determination is made by such court that this Agreement will not be approved and entered without modification; or (3) such court modifies this Agreement in a manner materially adverse to that Party, or interprets a material provision of this Agreement in a manner inconsistent with the Parties' intentions, prior to or contemporaneously with a final judicial determination approving the Agreement as modified. A Party electing to terminate this Agreement pursuant to this paragraph must do so within 10 days after an event specified in the preceding sentence, and shall immediately notify the other Parties of such election in writing by hand delivery, facsimile,

or overnight mail. Termination of this Agreement by one Party shall effect termination as to all Parties. For purposes of this paragraph, "termination" and "terminate" shall mean the cessation, as of the date of notice of such termination, of any and all rights, obligations, releases, covenants, and indemnities under this Agreement, provided, that termination shall not affect or impair Exxon's rights to obtain return of any deposits made into the Escrow pursuant to the final sentence of Paragraph 9, and provided further, that the provisions of Paragraphs 11 and 12, relating to clean-up, shall continue in effect notwithstanding any termination.

Retention of Jurisdiction


38. The Court shall retain jurisdiction of this matter for the purpose of entering such further orders, direction, or relief as may be appropriate for the construction, implementation, or enforcement of this Agreement.

Miscellaneous

39. This Agreement can be modified only with the express written consent of the Parties to the Agreement and the approval of the Court.

40. Each undersigned representative of a Party to this Agreement certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Party to this Agreement.

THE FOREGOING Agreement and Consent Decree among plaintiffs the United States of America and the State of Alaska and defendants Exxon Corporation, Exxon Shipping Company, Exxon Pipeline Company, and the T/V EXXON VALDEZ, is hereby APPROVED AND ENTERED THIS 8 DAY OF OCT, 1991.



Honorable H. Russel Holland
United States District Judge
District of Alaska

cc: O&J 4461
C. Flynn (BURR)
J. Bottini (AUSA)
J. Clough
D. Serdahely (BOGLE)
R. Weddle (FAULKNER)

17 Eleventh, Cont-nt Decree in United States v. [Name]
Corporation, et al (D Alaska)]

FOR THE UNITED STATES OF AMERICA

Date: Sept 25, 1991

Barry M. Hartman . --
BARRY M. HARTMAN
Acting Assistant Attorney General
Environment and Natural Resources
Division
U.S. Department of Justice
Washington, D.C. 20530

Date: Sept 24, 1991

Stuart M. Gerson
STUART M. GERSON
Assistant Attorney General
Civil Division
U.S. Department of Justice
Washington, D.C. 20530

FOR THE STATE OF ALASKA

Date: Sept 25, 1991

Charles E. Cole
CHARLES E. COLE
Attorney General and Lead State
Trustee
State of Alaska
Pouch K
Juneau, Alaska 99811

[Agreement and Consent Decree in United States v. [redacted] on
Corporation, et al (D Alaska)]


Date: _____


WALTER J. HICKEL
Governor
State of Alaska


Date: _____


THOMAS L. SANSONETTI, Solicitor
U.S. Department of the Interior


Date: _____


ALAN CHARLES RAUL, General Counsel
U.S. Department of Agriculture

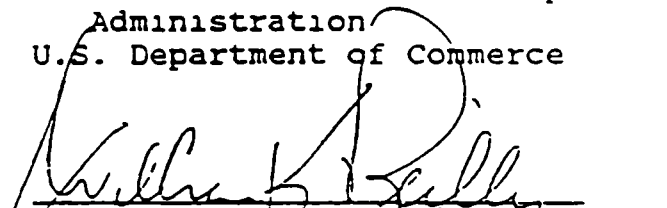
Date: _____


SAMUEL K. SKINNER, Secretary
U.S. Department of Transportation

Date: _____


THOMAS A. CAMPBELL, General Counsel
National Oceanic and Atmospheric
Administration
U.S. Department of Commerce

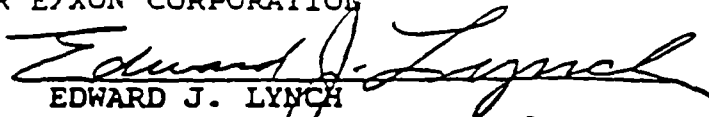
Date: _____


WILLIAM K. REILLY, Administrator
U.S. Environmental Protection
Agency


[Agreement and Consent Decree in United States v Exxon Corporation, et al. (D Alaska)]

FOR EXXON CORPORATION

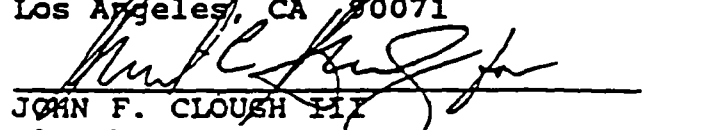
Dated: Sept 25, 1991


EDWARD J. LYNCH
Associate General Counsel
Exxon Corporation
225 E. John W. Carpenter Freeway
Irving, Texas 75062-2298

Dated: Sept. 25, 1991

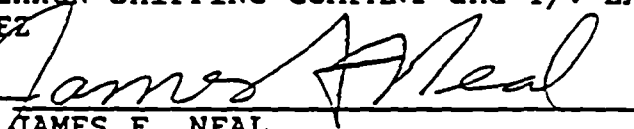

PATRICK LYNCH
O'Melveny & Myers
400 South Hope Street
Los Angeles, CA 90071

Dated: _____

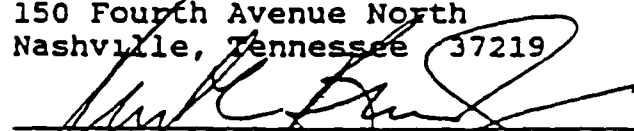

JOHN F. CLOUGH III
Clough & Associates
431 North Franklin Street, Suite 202
Juneau, Alaska 99801

FOR EXXON SHIPPING COMPANY and T/V EXXON VALDEZ

Dated: 9/25/91

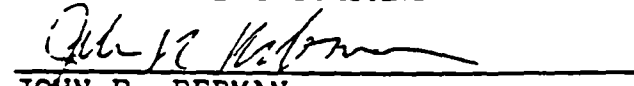

JAMES F. NEAL
Neal & Harwell
2000 One Nashville Place
150 Fourth Avenue North
Nashville, Tennessee 37219

Dated: _____

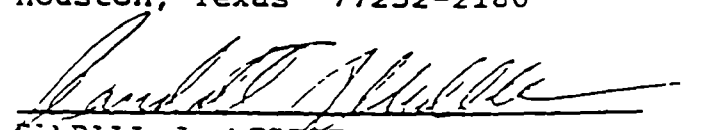

ROBERT C. BUNNEY
Bogle & Gates
1031 West 4th Avenue, Suite 600
Anchorage, Alaska 99501

FOR EXXON PIPELINE COMPANY

Dated: 9-25-91


JOHN R. REBMAN
Attorney for Exxon Pipeline Company
P.O. Box 2180
Houston, Texas 77252-2180

Dated: _____


RANDALL J. WEDDLE
Faulkner, Banfield, Doogan & Holmes
550 West 7th Avenue, Suite 1000
Anchorage, Alaska 99501

RECEIVED

AUG 29 1991

Lodged

AUG 28 1991

BARRY M. HARTMAN
Acting Assistant Attorney General
Environment & Natural Resources
Division

Office of
United States Attorney
Anchorage Alaska

FILED

AUG 29 1991

STUART M. GERSON
Assistant Attorney General
Civil Division
U.S. Department of Justice
Washington, D.C. 20530

UNITED STATES DISTRICT COURT
DISTRICT OF ALASKA

PPP Dep

JOSEPH W. BOTTINI
Assistant United States Attorney
222 W. Seventh Street
Anchorage, Alaska 99513
(907) 271-5071

Attorneys for the United States of America

CHARLES E. COLE
Attorney General
State of Alaska
Pouch K, State Capitol
Juneau, Alaska 99811
(907) 465-3600

Attorney for the State of Alaska

UNITED STATES DISTRICT COURT
DISTRICT OF ALASKA

UNITED STATES OF AMERICA,

Plaintiff,

v.

STATE OF ALASKA,

Defendant and
Counterclaimant

Civil Action No.
A91-081 CV

MEMORANDUM OF AGREEMENT AND CONSENT DECREE

This Memorandum of Agreement and Consent Decree (MOA) is made
and entered into by the United States of America (United States)

and the State of Alaska (State) (collectively referred to as the Governments).

INTRODUCTION

WHEREAS, Section 311 of the Clean Water Act, 33 U.S.C. § 1321, establishes liability to the United States and to States for injury, loss, or destruction of natural resources resulting from the discharge of oil or the release of hazardous substances or both and provides for the appointment of State and Federal Trustees;

WHEREAS, the United States and the State are trustees and/or co-trustees for natural resources injured, lost or destroyed as a result of the EXXON VALDEZ Oil Spill (Oil Spill);

WHEREAS, Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9607, the National Contingency Plan, 40 C.F.R. § 300.615(a), and the Natural Resource Damage Assessment Regulations, 43 C.F.R. § 11.32(a)(1)(ii), provide a framework for and encourage the state and federal trustees to cooperate with each other in carrying out their responsibilities for natural resources;

WHEREAS, the Secretaries of the United States Departments of the Interior and Agriculture and the Administrator of the National Oceanic and Atmospheric Administration (NOAA), a bureau of the United States Department of Commerce, have been designated trustees (the Federal Trustees) for purposes of the Clean Water Act, 33 U.S.C. § 1321, and CERCLA, 42 U.S.C. § 9607, and otherwise have statutory responsibilities related to the natural

resources injured, lost or destroyed as a result of the Oil Spill, and the United States Environmental Protection Agency (EPA) has been designated by the President of the United States to coordinate restoration activities on behalf of the United States;

WHEREAS, the Commissioners of the State Departments of Environmental Conservation and Fish and Game and the Attorney General of the State of Alaska have been designated trustees for purposes of the Clean Water Act, 33 U.S.C. § 1321, and CERCLA, 42 U.S.C. § 9607, and otherwise have statutory responsibilities relating to the natural resources injured, lost or destroyed as a result of the Oil Spill;

WHEREAS, the United States Coast Guard, an agency of the United States Department of Transportation, is the predesignated Federal On-Scene Coordinator (FOSC) to direct response efforts and to coordinate all other efforts at the scene of the Oil Spill, pursuant to the Clean Water Act, 33 U.S.C § 1321, and the National Contingency Plan, 40 C.F.R. § 300, and is coordinating its efforts with the Federal Trustees in accordance with the National Contingency Plan;

WHEREAS, the State Department of Environmental Conservation is the State On-Scene Coordinator (SOSC) to direct containment and cleanup of discharged oil pursuant to AS 46.04.020;

WHEREAS, the United States Department of Justice (Justice) and the Department of Law for the State of Alaska (Law) have constitutional and statutory responsibility for litigation

management and specifically for prosecuting claims for damages for injury, loss or destruction to the natural resources affected by the Oil Spill;

WHEREAS, all of the above state and federal entities have determined that it is in furtherance of their statutory and trust responsibilities to ensure that all injuries, loss or destruction to state and federal natural resources are fully compensated and to ensure that such compensation is used in accordance with law;

WHEREAS, the United States has brought this action against the State, and the State has asserted counterclaims in this action against the United States, with respect to their respective shares in any recoveries for compensation for natural resource damages resulting from the Oil Spill;

WHEREAS, recognizing their mutual desire to maximize the funds available for restoration of natural resources, the United States and the State have determined that entering into this MOA is the most appropriate way to resolve their claims against one another in this action, and that the terms of this MOA are in the public interest and will best enable them to fulfill their duties as trustees to assess injuries and to restore, replace, rehabilitate, enhance, or acquire the equivalent of the natural resources injured, lost, or destroyed as a result of the Oil Spill;

NOW THEREFORE, in consideration of their mutual promises, the United States, acting through the United States Departments of the Interior, Agriculture, Transportation, and Justice, NOAA, and

EPA, and the State of Alaska, acting through the State Departments of Fish and Game, Environmental Conservation, and Law (together "the Governments") have agreed to the following terms and conditions, which shall be binding on both Governments, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

I.

JURISDICTION

The Court has jurisdiction over the subject matter of the claims set forth in the United States' Complaint and in the State's Counterclaim and over the parties to this MOA pursuant to, among other authorities, 28 U.S.C. §§ 1331, 1333, and 1345, and section 311(f) of the Clean Water Act, 33 U.S.C. § 1321(f).

II.

DEFINITIONS

For purposes of this MOA, the following terms shall have the meanings specified in this paragraph:

A. "Base Allowed Expenses" means (1) reasonable, unreimbursed costs obligated or incurred by either the United States or the State on or before March 12, 1991, for the planning, conduct, evaluation, and coordination, and oversight of natural resource damage assessment and restoration pursued by the Governments with respect to the Oil Spill, and (2) reasonable, unreimbursed costs obligated or incurred by the State on or before March 12, 1991, for experts and counsel in connection with the preparation of the Oil Spill Litigation.

B. "CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. as amended.

C. "Clean Water Act" means the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251-1376, as amended.

D. "Joint use" means use of natural resource damage recoveries by the Governments in such a manner as is agreed upon by the Governments in accordance with Article IV of this MOA.

E. "National Contingency Plan" means the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300.

F. "Natural resources" means land, fish, wildlife, biota, air, water, ground water, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson Fishery Conservation and Management Act of 1976) and/or the State.

G. "Natural resource damage recovery" means any award, judgment, settlement or other payment to either Government which is received as a result of a claim or demand for Base Allowed Expenses or for damages for injury, destruction, or loss of natural resources arising from the Oil Spill and for costs incurred by the State for experts and counsel in connection with the Oil Spill Litigation. The term includes, without limitation, all recoveries upon claims for natural resource damages under the Clean Water Act, the Trans-Alaska Pipeline Authorization Act,

state and federal common law, state statutes, admiralty law, state and federal right-of-way lease covenants and any recoveries for natural resource damages obtained from or in connection with a civil proceeding or criminal restitution, unless the parties otherwise agree that criminal restitution recoveries can be separately managed by either government consistent with this MOA. The term also includes all interest accrued on any such recoveries. Natural resource damage recovery excludes any reimbursement or other recovery by either Government for response and cleanup costs, lost royalty, tax, license, or fee revenues, punitive damages, federal or state civil or criminal penalties, federal litigation costs and attorney fees.

H. "Oil Spill" means the grounding of the T/V EXXON VALDEZ on Bligh Reef in Prince William Sound, Alaska on the night of March 23-24, 1989, and the resulting oil spill.

I. "Oil Spill Litigation" means any past, present, or future civil judicial or administrative proceeding relating to or arising out of the Oil Spill.

J. "Response and cleanup costs" means actual, unreimbursed response and/or cleanup costs incurred by either Government in connection with the Oil Spill, as certified for payment by the Federal On-Scene Coordinator or the State On-Scene Coordinator.

K. "Restore" or "Restoration" means any action, in addition to response and cleanup activities required or authorized by state or federal law, which endeavors to restore to their pre-spill condition any natural resource injured, lost, or destroyed

as a result of the Oil Spill and the services provided by that resource or which replaces or substitutes for the injured, lost or destroyed resource and affected services. Restoration includes all phases of injury assessment, restoration, replacement, and enhancement of natural resources, and acquisition of equivalent resources and services.

L. "Trustees" means the officials now or hereafter designated by the President of the United States and the Governor of the State of Alaska to act as trustees, for purposes of CERCLA and the Clean Water Act, of natural resources injured, lost or destroyed as a result of the Oil Spill.

III.

EFFECT OF ENTRY OF MOA

Upon approval and entry of this MOA by the Court, this MOA shall constitute a final judgment between the United States and Alaska in accordance with its terms. The MOA is entered for the sole and exclusive benefit of the Governments and does not create any rights or privileges in any other parties.

IV.

CO-TRUSTEESHIP

A. The Governments shall act as co-trustees in the collection and joint use of all natural resource damage recoveries for the benefit of natural resources injured, lost or destroyed as a result of the Oil Spill.

B. Nothing in this MOA shall be deemed an admission of law or fact by either Government concerning ownership, right, title,

or interest in or management or control authority over natural resources or the right to recover for injury to such resources. Except in matters concerning or relating to enforcement of this MOA, the Oil Spill Litigation, or the settlement of claims relating to the Oil Spill, the Governments agree that this MOA may not be used by one Government against the other for any reason.

C. Nothing in this MOA shall be construed to affect or impair in any manner the rights and obligations, if any, of any entities or persons not parties to this MOA, including without limitation:

1. The rights and obligations, if any, of Alaska Native villages to act as trustees for the purposes of asserting and compromising claims for injury to, destruction of, or loss of natural resources affected by the Oil Spill and expending any proceeds derived therefrom;

2. The rights and obligations, if any, of legal entities or persons other than the United States and the State who are holders of any present right, title, or interest in land or other property interest affected by the Oil Spill;

3. The rights and obligations, if any, of the United States relating to such Alaska Native villages and the entities or persons referred to in subparagraph 2 above.

V.

ORGANIZATION

A. General Provisions

1. All decisions relating to injury assessment, restoration activities, or other use of the natural resource damage recoveries obtained by the Governments, including all decisions regarding the planning, evaluation, and allocation of available funds, the planning, evaluation, and conduct of injury assessments, the planning, evaluation and conduct of restoration activities, and the coordination thereof, shall be made by the unanimous agreement of the Trustees. Such decisions, on the part of the Federal Trustees, shall be made in consultation with EPA.

2. The Governments shall cooperate in good faith to establish a joint trust fund for purposes of receiving, depositing, holding, disbursing and managing all natural resource damage recoveries obtained or received by the Governments. The joint trust fund shall be established in the Registry of the United States District Court for the District of Alaska or as otherwise determined by stipulation of the Governments and order of the court.

3. If the Trustees cannot reach unanimous agreement on a decision pursuant to paragraph A.1. of this Article, and either Government so certifies, either Government may resort to litigation in the United States District Court for the District of Alaska with respect to any such matter or dispute. At any time, the Governments may, by mutual agreement, submit any such

matter or dispute to non-binding mediation or other means of conflict resolution.

4. Within 90 days after their receipt of any natural resource damage recovery, the Trustees shall agree to an organizational structure for decision making under this MOA and shall establish procedures providing for meaningful public participation in the injury assessment and restoration process, which shall include establishment of a public advisory group to advise the Trustees with respect to the matters described in paragraph V.A.1.

B. Injury Assessment and Restoration Process

1. Nothing in this MOA limits or affects the right of each Government unilaterally to perform any natural resource injury assessment or restoration activity, in addition to the cooperative injury assessment and restoration process contemplated in this MOA, from funds other than natural resource damage recoveries as defined in paragraph G of Article II.

2. Nothing in this MOA constitutes an election on the part of either Government to adhere to or be bound by the Natural Resource Damage Assessment Regulations codified at 43 C.F.R. Part 11.

3. Nothing in this MOA shall prevent the President of the United States or the Governor of the State of Alaska from transferring, pursuant to applicable law, trustee status from one official to another official of their respective Governments; provided that, in no event shall either Government designate more

than three Trustees for the purposes of carrying out the provisions of this MOA. The designation of such substitute or successor Trustees by either Government shall not affect the enforceability of this MOA.

C. Role of the Environmental Protection Agency

The Governments acknowledge that the President has assigned to EPA the role of advising the Federal Trustees and coordinating, on behalf of the Federal Government, the long-term restoration of natural resources injured, lost or destroyed as a result of the Oil Spill.

VI.

DISTRIBUTION OF MONIES

A. Joint Use of Natural Resource Damage Recoveries

The Governments shall jointly use all natural resource damage recoveries for purposes of restoring, replacing, enhancing, rehabilitating or acquiring the equivalent of natural resources injured as a result of the Oil Spill and the reduced or lost services provided by such resources, except as provided in paragraph B of this Article. The Governments shall establish standards and procedures governing the joint use and administration of all such natural resource damage recoveries. Except as provided in paragraph B of this Article, all natural resource damage recoveries shall be placed in the joint trust fund for use in accordance with the terms and conditions of this MOA. Nothing in this MOA creates a right in or entitlement of

any person not a party to the MOA to share in any of the natural resource damage recoveries.

B. Reimbursement of Certain Expenses

1. The Governments agree that the following costs shall be advanced or reimbursed to each Government, at its election, out of any natural resource damage recoveries related to the Oil Spill and shall not be placed in the joint trust fund referred to in paragraph A: (1) Base Allowed Expenses; (2) reasonable unreimbursed costs jointly agreed upon by the Governments and incurred by either or both of them after March 12, 1991 for the planning, conduct, coordination, or oversight of natural resource damage assessment and restoration planning with respect to the Oil Spill or for restoration activities conducted under this MOA; and (3) other reasonable unreimbursed costs incurred by the State after March 12, 1991 for experts and counsel in connection with the Oil Spill Litigation provided that the total amount, in aggregate, deducted for such purposes shall not exceed \$1,000,000 per month and a total of \$40,000,000, and provided further that no such costs shall be deducted from any natural resource damages recovered as restitution in a criminal proceeding.

2. Solely for the purposes of the allocation of monies received by either or both of the Governments pursuant to any settlement(s) of the Governments' claims arising out of the Oil Spill, \$67 million shall be reimbursed to the United States for Base Allowed Expenses and for response and cleanup costs incurred by it before January 1, 1991, and \$75 million shall be reimbursed

to the State for Base Allowed Expenses and for response and cleanup costs incurred by it before January 1, 1991; provided that this subparagraph shall not affect or impair in any way the rights of either Government to recover any costs, damages, fees, or expenses through litigation.

3. The Governments further agree that any monies received by either or both of them pursuant to a settlement of claims arising from the Oil Spill that remain after the costs referred to in subparagraphs 1 & 2 have been reimbursed shall be allocated as follows: (1) first, to reimburse the Governments for their respective response and cleanup costs incurred after December 31, 1990, and for their respective costs of natural resource damages assessment (including restoration planning) obligated or incurred after March 12, 1991 and; (2) second, to the joint trust fund for natural resource damage recoveries referred to in paragraph A of this Article.

C. Except as otherwise provided in this MOA, the Governments agree that all natural resource damage recoveries will be expended on restoration of natural resources in Alaska unless the Trustees determine, in accordance with Article V, paragraph A.1. hereof, that spending funds outside of the State of Alaska is necessary for the effective restoration, replacement or acquisition of equivalent natural resources injured in Alaska and services provided by such resources.

D. Nothing in this MOA shall be construed as obligating the

Governments to expend any monies except to the extent funds are appropriated or are otherwise lawfully available.

VII.

LITIGATION AND SETTLEMENT OF CLAIMS
RELATING TO THE OIL SPILL

A. Agreement to Consult and Cooperate. The Governments, through the Departments of Law and Justice, agree to act in good faith to consult and cooperate with each other to develop a common approach to the Oil Spill Litigation, to the settlement of civil claims and restitution claims in connection with criminal proceedings: provided, however, that this MOA shall not in any way limit or otherwise affect the prosecutorial discretion of the State of Alaska or the United States.

B. Legal Work Product and Privileged Information. The Governments, through the Departments of Law and Justice, agree that, except as may otherwise be provided by separate agreement of the parties, they may in their discretion share with each other or with private and/or other public plaintiff litigants scientific data and analyses relating to the injury to natural resources resulting from the Oil Spill, the products of economic studies, legal work product, and other confidential or privileged information, subject to the following terms and conditions.

1. Each Government will take all reasonable steps necessary to maintain work product and other applicable privileges and exemptions available under the Freedom of Information Act, 5 U.S.C. § 552 et seq., the Rules of Civil Procedure, and AS 09 25 110 et seq

2. No Government may voluntarily share with another party information jointly prepared or prepared by the other Government without the prior express written consent of the other Government's legal counsel.

VIII.

SCIENCE STUDIES

The Governments shall continue to work cooperatively to conduct all appropriate scientific studies relating to the Oil Spill.

IX.

COVENANTS NOT TO SUE

A. Each Government covenants not to sue or to take other legal action against the other Government with respect to the following matters:

1. The authority of either Government to enter into and comply with the terms of this MOA.

2. The respective rights of either Government to engage in cleanup, damage assessment or restoration activities with respect to the Oil Spill in accordance with this MOA.

3. Any and all civil claims (including, but not limited to, cross-claims, counter-claims, and third party-claims) it may have against the other Government arising from any activities, actions, or omissions by that other Government relating to or in response to the Oil Spill

which occurred prior to the execution of this MOA, other than claims to enforce this MOA.

B. Solely for purposes of the Oil Spill Litigation and any other proceedings relating to the ascertainment, recovery, or use of natural resource damages resulting from the Oil Spill, each Government shall be entitled to assert in any such proceeding, without contradiction by the other Government, that it is a co-Trustee with the other Government over any or all of the natural resources injured, lost or destroyed as a result of the Oil Spill; and each Government covenants not to sue the other with respect to, or to take any other legal action to determine, the scope or proportionate share of either Government's ownership, rights, title or interest in or management, control, or trusteeship authority over any of the natural resources injured, lost or destroyed as a result of the Oil Spill.

C. Notwithstanding anything in this Article, each Government reserves the right to intervene or otherwise to participate in any legal proceeding concerning the claims of a third party with respect to the scope of either Government's Trusteeship and waives any objection to such intervention or participation by the other Government; provided that, in any such proceeding, neither Government may dispute that it is a co-Trustee with the other over the natural resources injured, lost, or destroyed as a result of the Oil Spill.

D. If the Governments become adverse to each other in the

course of the Oil Spill Litigation, this MOA shall nevertheless remain in effect.

E. Notwithstanding the covenants contained in this Article, if both Governments are sued by a Third Party on a claim relating to or arising out of the Oil Spill, the Governments agree to cooperate fully in the defense of such action, and to not assert cross-claims against each other or take positions adverse to each other. Each shall pay its percentage of liability, if any, as determined in a final judgment.

F. Notwithstanding the covenants contained in this Article, if one of the Governments is sued by a Third Party on a claim relating to or arising out of the Oil Spill, the Governments agree that the non-sued Government shall cooperate fully in the defense of the sued Government, including intervening as a party defendant or consenting to its being impleaded, if necessary. If the non-sued Government thereby becomes a party to the action, the Governments agree not to assert cross-claims against each other, to cooperate fully in the defense of such action, and not to take positions adverse to each other. Each shall pay its percentage of liability, if any, as determined in a final judgment.

G. Notwithstanding Paragraphs E and F above, the Governments may assert any claim or defense against each other necessary as a matter of law to obtain an allocation of liability between the Governments. Any such actions shall be solely for the purpose of allocation of liability, if any, and neither Government shall

enforce any judgment obtained against the other Government pursuant to this paragraph.

X.

RETENTION OF JURISDICTION

This MOA shall be enforceable by the United States District Court for the District of Alaska, which Court shall retain jurisdiction of this matter for the purpose of entering such further orders, directions, or relief as may be appropriate for the construction, implementation, or enforcement of this MOA.

XI.

MULTIPLE COPIES AND EFFECTIVE DATE

This MOA may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. This MOA shall be effective as of the date it is signed by all the parties hereto.

XII.

INTEGRATION AND MERGER

A. This MOA constitutes the entire agreement between the United States and the State as to the matters addressed herein, and there exists no other agreement of any kind which is inconsistent with this MOA with respect to the subjects addressed in this MOA; provided, that the agreement reached among the Trustees as to disbursements of the original \$15 million paid by Exxon in April, 1989 shall remain in full force and effect.

XIII.

TERMINATION

This MOA shall terminate when the Governments certify to the Court, or when the Court determines on application by either Government, that all activities contemplated under the MOA have been completed.

XIV.

JUDICIAL REVIEW

This MOA creates no rights on the part of any persons not signatory to this MOA and shall not, except as provided in Article X, be subject to judicial review.


XV.

MISCELLANEOUS

A. This MOA can be modified only with the express written consent of the Parties to the MOA and the approval of the Court, except that the Parties may correct any clerical or typographic errors in writing without court approval.

B. Each undersigned representative of a Party to this MOA certifies that he or she is fully authorized to enter into this MOA and to execute and legally bind such Party to this MOA.


THE FOREGOING Memorandum of Agreement and Consent Decree among the United States of America and the State of Alaska is hereby APPROVED AND ENTERED THIS 28 DAY OF August, 1991.

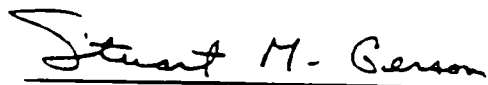

Honorable H. Russel Holland
United States District Judge
District of Alaska

cc: J. Bottini (AUSA)
B. Herman (AAG-K)

FOR THE UNITED STATES OF AMERICA

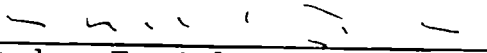
Date: Aug 27, 1991


Barry M. Hartman
Acting Assistant Attorney General
Environment and Natural Resources
Division
U.S. Department of Justice


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Civil Division
U.S. Department of Justice

FOR THE STATE OF ALASKA

Date: Aug 27, 1991


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