

13.08.01 – Reading File

January 2000

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



MEMORANDUM

TO: Bruce Wright / NOAA

FROM: Molly McCammon
Executive Director

RE: Authorization -- Project 00195 / Pristane Monitoring in Mussels

DATE: January 26, 2000

The purpose of this memorandum is to formally authorize work to proceed on Project 00195/Pristane Monitoring in Mussels. The work must be performed consistent with the revised Detailed Project Description dated December 12, 1999 and the revised budget dated December 2, 1999.

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



MEMORANDUM

TO: Claudia Slater / ADFG Liaison

FROM: Molly McCammon
Executive Director

RE: Authorization -- Project 00366 / Improved Salmon Escapement Enumeration Using Remote Video and Time-Lapse Recording Technology

DATE: January 26, 2000

The purpose of this memorandum is to formally authorize work to proceed on Project 00366/Improved Salmon Escapement Enumeration Using Remote Video and Time-Lapse Recording Technology. The work must be performed consistent with the Detailed Project Description dated April 14, 1999 and the revised budget dated December 7, 1999.

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 25, 2000

LIO:

Even though we are not using the LIO teleconference system for our January 31, 2000, Trustee Council meeting, we have in the past. Folks in the spill area are used to being able to review the TC packets at their local LIO office. That is why you have received this package today. If you have any questions, please call me.

P.S. If you hear from anyone who would like to give public testimony or listen in to our meeting, please have them call our office at 907.278.8012 or 1.800.478.7745.

Thanks

Rebecca
Rebecca Williams
Exxon Valdez Oil Spill Trustee Council
645 G Street Suite 401
Anchorage, Alaska 99501-3451

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

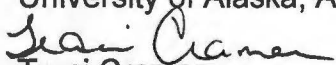
Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



MEMORANDUM

TO: Marie Brunner
Grants and Contracts
University of Alaska, Anchorage

FROM: 
Traci Cramer
Administrative Officer

DATE: January 24, 2000

RE: Fiscal Year 1999 In-Kind Contribution

Per the request of Cathy Vitale, attached is a copy of the *Exxon Valdez* Oil Spill Trustee Council's In-Kind Contribution report for Fiscal Year 1999. Is it unclear what happened to the original report? If a copy is not sufficient, please let me know and I will ensure that another original is transmitted.

If you have any questions, please do not hesitate to give me a call at 586-7238.

cc: Carrie Holba
Molly McCammon

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



Exxon Valdez Trustee Council

ARLIS Contribution

Fiscal Year 1999 (October 1, 1998 - September 30, 1999)

	Actuals	Total
Personal Services		98,696
Carrie Holba	72,978	
Melody Ballard	4,624	
Reimbursable Services Agreement	21,094	
Contractual Services		58,800
Lease Costs	22,400	
Subscriptions and other expenses	36,400	
General Administration		23,400
ADF&G	19,300	
DOI	4,100	
Total		180,896


Certified by: Molly McCammon, Executive Director

11/3/99
Date

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



MEMORANDUM

TO: Claudia Slater / ADFG

FROM: Molly McCammon
Executive Director

RE: Authorization -- Project 00374 / Coordination and Planning for Herring Research

DATE: January 13, 2000

The purpose of this memorandum is to formally authorize work to proceed on Project 00374/Coordination and Planning for Herring Research. The work must be performed consistent with the revised Detailed Project Description submitted January 13, 2000 and the revised budget submitted December 8, 1999.

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



FAX MEMORANDUM (4 pp.)

TO: Restoration Work Force

FROM: Molly McCammon
Executive Director

RE: Meetings Scheduled for January 26 and February 3

DATE: January 13, 2000

Restoration Work Force meetings have been scheduled for the following days:

Wednesday, January 26
9:00 a.m.

TOPIC: Items on agenda for Jan. 31 Trustee Council meeting
(see draft agenda, attached)

Thursday, February 3
9:00 a.m.

TOPIC: FY 01 Invitation to Submit Restoration Proposals
(see schedule for development of FY 01 work plan, attached)

Both meetings will be held in the 4th floor conference room of the Restoration Office.
Hope to see you there.

Attachments (2)

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

DRAFT

AGENDA
EXXON VALDEZ OIL SPILL TRUSTEE COUNCIL MEETING
January 31, 2000 @ 10 A.M.
645 G STREET, ANCHORAGE

1/13/00
12:18 pm

DRAFT

Trustee Council Members:

BRUCE BOTELHO/CRAIG TILLERY
Attorney General/Trustee
State of Alaska/Representative

MICHELE BROWN
Commissioner
Alaska Department of Environmental
Conservation

MARILYN HEIMAN
Special Assistant to the Secretary
for Alaska
U.S. Department of the Interior

DAVE GIBBONS
Trustee Representative
U.S. Department of Agriculture
Forest Service

STEVE PENNOYER
Director, Alaska Region
National Marine Fisheries Service

FRANK RUE
Commissioner
Alaska Department of Fish & Game

Federal Chair

1. Call to Order 10 a.m.
 - Approval of Agenda
 - Approval of December 16, 1999 meeting notes
2. Executive Director's Report - Molly McCammon
3. Public Comment Period 10:15 a.m.
4. Deferred FY2000 Work Plan Projects* - Molly McCammon
5. Eyak Proxy Vote Costs*
6. FY2001 and 2002 Work Plan Funding Targets*
7. Lunch Provided During Executive Session -- Executive Director Evaluation & Habitat Protection*

8. Archaeology Status Report
9. Status of Small Parcel Program and Other Habitat Protection Opportunities* - Molly McCammon
10. Gulf Ecosystem Monitoring program

* indicates tentative action items

Adjourn. - 5 p.m.

DRAFT

Proposed Schedule for Development of FY 01 Work Plan
 (* indicates date tentative)

Jan. 18-19, Tues.-Wed.	Annual Workshop
Jan.31, Monday	Distribute draft Invitation to RWF
Feb. 3, Thursday	RWF meeting: Finalize Invitation
Feb. 4, Friday	Final comments due from RWF on Invitation
Feb. 9, Wednes.	Invitation to printer
Feb. 14, Monday	Presidents' Day
April 14, Friday	DPDs due; annual/final reports due
April 20, Thursday	DHL DPDs to Chief Scientist and core reviewers; copies to liaisons, attorneys, 2 PAG members
May 21-24, Sun-Wed	Chief Scientist and core reviewers meet to evaluate DPDs
May 26, Friday	Staff meet with Executive Director to develop draft recommendation
May 29, Monday	Memorial Day
June 1, Thursday	Distribute draft recommendation to RWF
June 7, Wednesday	RWF meeting with two PAG members attending: Finalize draft recommendation
June 9, Friday	Draft FY 00 Work Plan to printer
June 15, Thursday	Draft FY 00 Work Plan mailed out; letters to proposers mailed out
July 4, Tuesday	Independence Day
July 7, Friday	Revised DPDs and budgets due
July 18, Tuesday	Peer review of revised DPDs complete
July 19, Wednes.	Public meeting on Draft Work Plan (teleconference from Anchorage); close of public comment period
July 20, Thursday	PAG meeting: Advise on final recommendation
July 21, Friday	RWF meeting: Finalize recommendation
*August 3, Thurs.	Trustee Council meet to approve FY 01 Work Plan

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



FAX COVER SHEET

To: **Restoration Work Force**

Date: Jan 13, 2000

From: Sandra Total Pages: 5

Comments: see following memo
re: meeting schedule

RESTORATION WORK FORCE MEMBERS INCLUDE:

Bruce Wright
Carol Fries
Ken Holbrook

Bill Hauser
Claudia Slater
Catherine Berg
Bud Rice

Dede Bohn
Marianne See
Bob Spies

HARD COPY TO FOLLOW NO

FAX SENT BY: Muri

7/15/99pdb

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 11, 2000

Dear Workshop Presenter:

Please find enclosed an updated version of the agenda for the upcoming EVOS Annual Restoration Workshop. If there are any additional changes before the workshop itself, I will give you a call and let you know.

Thanks again for your participation, and see you next week. In the meantime, if you have any questions, please feel free to give me a call.

Sincerely,

A handwritten signature in black ink, reading "Molly McCammon". The signature is fluid and cursive, with the first name "Molly" and last name "McCammon" clearly distinguishable.

Molly McCammon
Executive Director

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

**2000 Restoration Workshop
January 18-19, 2000
Captain Cook Hotel, Anchorage, Alaska**

***Applying Science to Human Needs: Starting the Transition
to the Gulf Ecosystem Monitoring (GEM) Program***

Day 1 - Tuesday, January 18

- 8:00 am Registration
- 8:30 Introduction and Annual Report on EVOS Program
Molly McCammon, Executive Director
- 8:45 Presentation of Draft Gulf Ecosystem Monitoring (GEM) Program
Phil Mundy, Trustee Council Science Coordinator
Bob Spies, Trustee Council Chief Scientist
- 9:15 **Session I: Historical and Current Status of Natural Resources in the
Gulf of Alaska**
- 9:15 *Shrimp, crabs, & fish: Paul Anderson, National Marine Fisheries Service,
Kodiak Lab*
- 9:35 *Seabirds: John Piatt, US Geological Survey, Biological Resources
Division*
- 10:00 Break
- 10:30 Continue Session I
- 10:30 *Marine mammals: Lloyd Lowry, Alaska Department of Fish & Game*
- 10:50 *Nearshore and intertidal communities: Steve Jewett, Institute of Marine
Science, UAF*
- 11:10 *Salmon: Doug Eggers, Alaska Department of Fish & Game*
- 11:30 *Groundfish: Jane DiCosimo, North Pacific Fisheries Management Council*
- 12:00 Lunch (provided)
*Possible remarks (30 min.) on role of GEM in marine resource use and
oceans and coastal policy in Alaska*

D R A F T 1/10/00

1:30 pm **Session II: Legacy of Restoration Program to Date**

IIa. Overview

1:30 *Bob Spies, Trustee Council Chief Scientist*

IIb. Ecology

1:45 *SEA: Ted Cooney, Institute of Marine Science, UAF (retired)*

2:05 *APEX: Dave Duffy, Paumanok Solutions*

2:20 *NVP: Tom Dean, Coastal Resources Associates*

2:45 Break

3:15 **IIc.** Community & Single Species Work

3:15 *Salmon: James Brady, Alaska Department of Fish & Game ?*

3:35 *Herring: Evelyn Brown, Institute of Marine Science, UAF*

3:55 *Intertidal communities: Pete Peterson, University of North Carolina*

4:15 *Harbor seals: Kathy Frost, Alaska Department of Fish & Game*

4:35 *Pigeon guillemots: Dan Roby, Cooperative Wildlife Research Unit, OSU*

5:00 Adjourn for day

5:30 - 7:30 Poster session and reception

Day 2 - Wednesday, January 19

8:00 am **IIId.** Management and Monitoring Techniques

8:00 *Project 99195, Pristine monitoring: Jeff Short, National Marine Fisheries Service, Auke Bay Lab*

8:15 *Project 99366, Fisheries management using remote video: Ted Otis, Alaska Department of Fish & Game*

8:30 *Project 99169, Seabird genetics: Vicki Friesen, Queen's University*

8:45 *Project 99159, Seabird monitoring with marine surveys: Dave Irons, US Fish & Wildlife Service*

9:00 **IIe.** Working with Communities

9:00 *Project 99247, Kametolook River subsistence restoration: Jim McCullough, Alaska Department of Fish & Game*

9:15 *Project 99180, Kenai River restoration: Kelly Wolf, Youth Restoration Corps*

9:30 *Project 99052, Community Involvement: Hugh Short, EVOS Community Involvement Coordinator & Nancy Yeaton, Nanwalek Community Facilitator*

9:45 *Project 99339, Human Use Model: Lowell Suring, US Forest Service*

D R A F T 1/10/00

- 10:00 Break
- 10:30 Continue Session IIe
- 10:30 *Project 99391, Cook Inlet Information Management & Monitoring System: Kelly Zeiner, Alaska Department of Natural Resources & Russell Kunibe, Alaska Department of Environmental Conservation*
- 10:45 *Project 99210, Youth Area Watch: Jacqui Jacobson, Heidi Schilling, & Nicole Sertorelli*
- 11:00 *Project 99434, Seabird observation with remote video: Mike O'Meara, Pratt Museum*
- 11:15 *Project 99263, Port Graham stream enhancement: Walter Meganack, Jr., Port Graham Community Facilitator*
- 11:30 **Session III: Lingering Questions About EVOS Oil and Damage**
- 11:30 *Salmon, herring, streams, and mussels: Jeep Rice, National Marine Fisheries Service, Auke Bay Lab*
- 12:00 *Nearshore resources: Brenda Ballachey, US Geological Survey, Biological Resources Division*
- 12:15 pm Lunch (provided)
Keynote address
"Coordinating and Communicating Ecosystem Research: Regional and North Pacific Perspectives": Pat Livingston, Chair of Science Board of PICES (North Pacific Marine Science Organization)
- 1:30 **Session IV: Lessons from other Programs and Projects**
- 1:30 *EPA Contaminants Program: Suzanne Marcy, US Environmental Protection Agency*
- 1:50 *National Mussel Watch: Alan Mearns, National Oceanic & Atmospheric Administration ?*
- 2:10 *"Environmental Cues for Fisheries Management": Gordon Kruse, Alaska Department of Fish and Game*
- 2:30 *"Monitoring of the Eastern North Pacific: Current Monitoring Efforts, Climate Change, & Global Warming. Why a more effective cooperative monitoring effort is needed": David Welch, Pacific Biological Station, Department of Fisheries and Ocean Sciences, Canada*
- 2:50 *"From Science to Fish Sticks: Fisheries-Oceanography Coordinated Investigations": Allen Macklin, National Oceanic & Atmospheric Administration*
- 3:10 *"The Future of Environmental Cues for Resource Management": Anne Hollowed, National Marine Fisheries Service, Alaska Fisheries Science Center*
- 3:30 Break

D R A F T 1/10/00

4:00 **Session V: Panel Discussion on Potential Value of GEM to Various Stakeholders**

Moderator: Molly McCammon, Executive Director

Panelists: Vera Alexander, Dean, School of Fisheries and Ocean Sciences, University of Alaska

Jim Ayers, Office of the Governor, Chief of Staff

Kris Balliet, Center for Marine Conservation

James Brady, Alaska Department of Fish and Game

Pat Norman, President, Port Graham Corporation & member, Port Graham Village Council

Arliss Sturgulewski, former state senator

Commercial fishing, ?

Business, ?

5:00 Closing Remarks
Molly McCammon, Executive Director

5:15 Adjourn

D R A F T 1/10/00

Vera Alexander
UAF/School of Fisheries & Ocean Sciences
PO Box 757220
Fairbanks, AK 99775-7220

David Cameron Duffy, PhD
Paumanok Solutions
660 Ilikai St
Kailua, HI 96734

Lloyd Lowry
WC, ADF&G
1300 College Rd
Fairbanks, AK 99701-1551

P. Anderson
NMFS Kodiak Lab
PO Box 1638
Kodiak, AK 99615

Doug Eggers
ADFG/Com Fish
PO Box 25526
Juneau, AK 99802-5526

Alan Macklin
NOAA/PMEL
7600 Sand Point Way, NE
Seattle, WA 98115

Dr. Brenda Ballachey
6 Varbay Place NW
Calgary, Alberta T3A 0C8
CANADA

Vicki Friesen, PhD
Dept of Biology
Queen's University
Kingston, Ontario K7L 3N6
CANADA

Suzanne Marcy
EPA
222 West 7th Avenue, Box 19
Anchorage, AK 99513

Kris Balliet
Center for Marine Conservation
425 G Street, Suite 400
Anchorage, AK 99501

Kathryn J. Frost
ADF&G Div of Wildlife Con
1300 College Rd
Fairbanks, AK 99701-1559

Jim McCullough
ADF&G/CFMD
211 Mission Rd
Kodiak, AK 99615-6399

James Brady
ADFG
333 Raspberry Road
Anchorage, AK 99518-1599

Joshua Hall
Chugach School District
9312 Vanguard Dr, #100
Anchorage, AK 99507

Alan Mearns
NOAA-Hazmat
7600 Sand Point Way, NE
Seattle, WA 98115-6349

E. Brown
U. S-SFOS
PO Box 85344
Fairbanks, AK 99708-3444

Anne Hollowed
NMFS/NOAA
7600 and Point Way NE, Bin C15700, Bldg
Seattle, WA 98115

Walter Meganack, Jr.
Port Graham Village Council
PO Box 5569
Port Graham, AK 99663-5569

Jennifer Childress
Chugach School District
9312 Vanguard Dr, #100
Anchorage, AK 99507

David Irons, PhD
USFWS
1011 E. Tudor Rd
Anchorage, AK 99503

Karen A. Murphy
USFWS Div of Refuges
1011 E Tudor Rd
Anchorage, AK 99503

R. Ted Cooney, PhD
PO Box 486
Chateau, MT 59422

Stephen Jewett, PhD
UAF/IMS
PO Box 757140
Fairbanks, AK 99775-7140

Pat Norman, President
Port Graham Corp
PO Box 5569
Port Graham, AK 99603-5569

Thomas Dean, PhD
Coastal Resources Assoc
1185 Park Center Dr, Ste A
Vista, CA 92083-8304

Gordon Kruse
ADFG/Com Fish
PO Box 25526
Juneau, AK 99802-5526

Michael O'Meara
Pratt Museum
3779 Bartlett St
Homer, AK 99603

Jenna DiCosimo
North Pacific Fisheries Management Council
6600 4th Ave Ste 306
Anchorage, AK 99501-2252

Pat Livingston
Alaska Fisheries Science Center
7600 Sand Point Way
Seattle, WA 98115-0070

Ted Otis
ADFG
3298 Douglas Rd
Homer, AK 99603

Dr. Charles "Pete" Peterson
Univ of NC, IMS
3431 Arendell St
Morehead City, NC 28557

Jim Piatt, PhD
Alaska Science Center NBS
1011 E Tudor Rd
Anchorage, AK 99503

Stanley Rice, PhD
NOAA NMFS Auke Bay Lab
11305 Glacier Hwy
Juneau, AK 99801

Daniel D. Roby, PhD
OR Coop Wildlife Research Unit
104 Nash Hall, OSU
Corvallis, OR 97331-3803

Arliss Sturgulewski
2957 Sheldon Jackson St
Anchorage, AK 99508-4469

Leslie Suring
Clifton National Forest
3301 C St, Ste300
Anchorage, AK 99503

David Welch
High Seas Salmon Research
Pacific Biological Station
Nanaimo, British Columbia V9R 5K6
CANADA

Kelly Wolf
Youth Restoration Corps
PO Box 2416
Kenai, AK 99611

Nancy Yeaton
Nanwalek Traditional Council
PO Box 8028
Nanwalek, AK 99603

Kelly Zainer
Alaska
500 W. 4th Ave, Ste 1400
Anchorage, AK 99501

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 6, 2000

Anna Kerttula
Associate Director for Environment
Fisheries and Natural Resources
444 North Capitol NW Suite 336
Washington D.C. 20001-1512

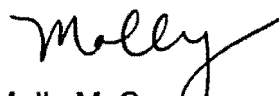
Dear ~~Ms. Kerttula~~ ^{Anna}:

On behalf of the *Exxon Valdez* Oil Spill Trustee Council, I would like to express our appreciation for your help in obtaining the necessary authority for more flexible investment of the EVOS settlement funds. This authority will make the long-term fund for research and monitoring in the northern Gulf of Alaska a reality by giving it the necessary financial resources to inflation-proof, build the corpus, as well as have a reasonable annual program.

As you can see by the enclosed newsletter describing the proposed Gulf Ecosystem Monitoring program (GEM), we are well on our way towards developing a long term program to assess the health of the northern Gulf ecosystem and the resources it supports. Now, with your help, we will have the funds to actually implement a meaningful program. The draft GEM proposal is undergoing public review, and a new version will be submitted to the National Academy of Sciences for their review in February or March.

We're very excited about the opportunities this legislation has created for us and will keep you briefed as plans progress. Thank you again for your assistance in creating this legacy.

Sincerely,


Molly McCammon
Executive Director

Enclosure

mm/raw

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 6, 2000

The Honorable Don Young
House of Representatives
2111 Rayburn Building
Washington, D.C. 20515-0201

Dear Representative Young:

On behalf of the *Exxon Valdez* Oil Spill Trustee Council, I would like to express our appreciation for your help in obtaining the necessary authority for more flexible investment of the EVOS settlement funds. This authority will make the long-term fund for research and monitoring in the northern Gulf of Alaska a reality by giving it the necessary financial resources to inflation-proof, build the corpus, as well as have a reasonable annual program.

As you can see by the enclosed newsletter describing the proposed Gulf Ecosystem Monitoring program (GEM), we are well on our way towards developing a long term program to assess the health of the northern Gulf ecosystem and the resources it supports. Now, with your help, we will have the funds to actually implement a meaningful program. The draft GEM proposal is undergoing public review, and a new version will be submitted to the National Academy of Sciences for their review in February or March.

We're very excited about the opportunities this legislation has created for us and will keep you briefed as plans progress. Thank you again for your assistance in creating this legacy.

Sincerely,

Molly McCammon
Executive Director

Enclosure

mm/rauw

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 6, 2000

The Honorable Frank Murkowski
United States Senate
706 Hart Building
Washington, D.C. 20510-0202

Dear Senator Murkowski:

On behalf of the *Exxon Valdez* Oil Spill Trustee Council, I would like to express our appreciation for your help in obtaining the necessary authority for more flexible investment of the EVOS settlement funds. This authority will make the long-term fund for research and monitoring in the northern Gulf of Alaska a reality by giving it the necessary financial resources to inflation-proof, build the corpus, as well as have a reasonable annual program.

As you can see by the enclosed newsletter describing the proposed Gulf Ecosystem Monitoring program (GEM), we are well on our way towards developing a long term program to assess the health of the northern Gulf ecosystem and the resources it supports. Now, with your help, we will have the funds to actually implement a meaningful program. The draft GEM proposal is undergoing public review, and a new version will be submitted to the National Academy of Sciences for their review in February or March.

We're very excited about the opportunities this legislation has created for us and will keep you briefed as plans progress. Thank you again for your assistance in creating this legacy.

Sincerely,

Molly McCammon
Executive Director

Enclosure

mm/raw

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 6, 2000

The Honorable Ted Stevens
United States Senate
522 Hart Building
Washington, D.C. 20510-0201

Dear Senator Stevens:

On behalf of the *Exxon Valdez* Oil Spill Trustee Council, I would like to express our appreciation for your help in obtaining the necessary authority for more flexible investment of the EVOS settlement funds. This authority will make the long-term fund for research and monitoring in the northern Gulf of Alaska a reality by giving it the necessary financial resources to inflation-proof, build the corpus, as well as have a reasonable annual program.

As you can see by the enclosed newsletter describing the proposed Gulf Ecosystem Monitoring program (GEM), we are well on our way towards developing a long term program to assess the health of the northern Gulf ecosystem and the resources it supports. Now, with your help, we will have the funds to actually implement a meaningful program. The draft GEM proposal is undergoing public review, and a new version will be submitted to the National Academy of Sciences for their review in February or March.

We're very excited about the opportunities this legislation has created for us and will keep you briefed as plans progress. Thank you again for your assistance in creating this legacy.

Sincerely,

Molly McCammon
Executive Director

Enclosure

mm/raw

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 6, 2000

John Katz
Director of State/Federal Relations
and Special Counsel
State of Alaska
444 N. Capitol, NW, Ste. 336
Washington, D.C. 20001-1512


~~Dear Mr. Katz:~~

On behalf of the *Exxon Valdez* Oil Spill Trustee Council, I would like to express our appreciation for your help in obtaining the necessary authority for more flexible investment of the EVOS settlement funds. This authority will make the long-term fund for research and monitoring in the northern Gulf of Alaska a reality by giving it the necessary financial resources to inflation-proof, build the corpus, as well as have a reasonable annual program.

As you can see by the enclosed newsletter describing the proposed Gulf Ecosystem Monitoring program (GEM), we are well on our way towards developing a long term program to assess the health of the northern Gulf ecosystem and the resources it supports. Now, with your help, we will have the funds to actually implement a meaningful program. The draft GEM proposal is undergoing public review, and a new version will be submitted to the National Academy of Sciences for their review in February or March.

We're very excited about the opportunities this legislation has created for us and will keep you briefed as plans progress. Thank you again for your assistance in creating this legacy.

Sincerely,


Molly McCammon
Executive Director

*Thanks for all
your help. John.*

Enclosure

mm/raw

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 7, 2000

John Trezise
Director, Budget Office
Department of the Interior
1849 C St., NW (MS 4116-MIB)
Washington, D.C. 20240

Dear Mr. Trezise:

On behalf of the *Exxon Valdez* Oil Spill Trustee Council, I would like to express our appreciation for your help in obtaining the necessary authority for more flexible investment of the EVOS settlement funds. This authority will make creation of a long-term fund for research, monitoring and additional habitat protection in the northern Gulf of Alaska a reality.

We're very excited about this opportunity and thank you again for your assistance in creating this legacy.

Sincerely,

Molly McCammon
Executive Director

mm/raw

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 7, 2000

Kira Finkler
Senate Committee on Energy and Natural Resources
312 Senate Dirksen Office Bldg.
Constitution Ave., NE
Washington, D.C. 20510-6150

Dear Ms. ^{Kira}Finkler:

On behalf of the *Exxon Valdez* Oil Spill Trustee Council, I would like to express our appreciation for your help in obtaining the necessary authority for more flexible investment of the EVOS settlement funds. This authority will make creation of a long-term fund for research, monitoring and additional habitat protection in the northern Gulf of Alaska a reality.

We're very excited about this opportunity and thank you again for your assistance in creating this legacy.

Sincerely,

Molly McCarmon
Executive Director

*I really appreciate
all your help Kira.
See you in Feb.*

mm/raw

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 7, 2000

Robert Baldauf
Budget Analyst
U.S. Department of the Interior
18th & C Street NW Room 4451
Washington, DC 20240

Dear Mr. Baldauf:

On behalf of the *Exxon Valdez* Oil Spill Trustee Council, I would like to express our appreciation for your help in obtaining the necessary authority for more flexible investment of the EVOS settlement funds. This authority will make creation of a long-term fund for research, monitoring and additional habitat protection in the northern Gulf of Alaska a reality.

We're very excited about this opportunity and thank you again for your assistance in creating this legacy.

Sincerely,

A handwritten signature in cursive script, reading "Molly McCammon".

Molly McCammon
Executive Director

mm/raw

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 7, 2000

John Berry
Assistant Secretary
Policy, Management and Budget
Department of the Interior
1849 C St., NW (MS 1418-MIB)
Washington, D.C. 20240

Dear Mr. Berry:

On behalf of the *Exxon Valdez* Oil Spill Trustee Council, I would like to express our appreciation for your help in obtaining the necessary authority for more flexible investment of the EVOS settlement funds. This authority will make creation of a long-term fund for research, monitoring and additional habitat protection in the northern Gulf of Alaska a reality.

We're very excited about this opportunity and thank you again for your assistance in creating this legacy.

Sincerely,

A handwritten signature in cursive script, reading 'Molly McCommon'.

Molly McCommon
Executive Director

mm/raw

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 7, 2000

Elgie Holstein
Associate Director
Natural Resources, Energy and Science
Office of Management and Budget
The White House
Old Executive Office Building
Washington, D.C. 20503

Dear Mr. Holstein:

On behalf of the *Exxon Valdez* Oil Spill Trustee Council, I would like to express our appreciation for your help in obtaining the necessary authority for more flexible investment of the EVOS settlement funds. This authority will make creation of a long-term fund for research, monitoring and additional habitat protection in the northern Gulf of Alaska a reality.

We're very excited about this opportunity and thank you again for your assistance in creating this legacy.

Sincerely,

A handwritten signature in black ink, reading "Molly McCammon". The signature is fluid and cursive, with a long horizontal stroke at the end.

Molly McCammon
Executive Director

mm/raw

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



MEMORANDUM

TO: Carol Fries / ADNR Liaison

FROM: Molly McCann
Executive Director

RE: Authorization: *Project 00391 / Cook Inlet Information Management and Monitoring System*

DATE: January 7, 2000

The purpose of this memorandum is to formally authorize work to proceed on Project 00391/Cook Inlet Information Management and Monitoring System. The work must be performed consistent with the revised Detailed Project Description dated December 20, 1999 and the revised budget dated December 13, 1999.

cc: Marianne See / ADEC Liaison
Claudia Slater / ADFG Liaison
Ken Holbrook / USFS Liaison
Dede Bohn / DOI-USGS Liaison

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 6, 2000

David Whaley
Senior Staff for Fisheries Policy
U.S. House of Representatives
805 O'Neill HOB
Washington, D.C. 20515

Dear ~~Mr. Whaley~~ ^{David}:

Enclosed is a copy of the draft Gulf Ecosystem monitoring (GEM) program and a special edition of the Restoration Update describing the proposed program. The Council envisions GEM as a long-term program to assess the overall health of the Gulf of Alaska marine ecosystem and promote greater understanding of how its productivity is influenced by natural change and human activities.

I encourage you to read this draft and provide comments back to us via the GEM e-mail address at your earliest convenience: gem@oilspill.state.ak.us

If you have any questions about the draft or any other aspect of the Trustee Council's program, please don't hesitate to contact me or Science Coordinator, Phil Mundy, at (907) 278-8012.

Sincerely,

Molly McCammon
Molly McCammon
Executive Director

Enclosures

mm/raw

*David - I'm planning to
be in D.C. sometime in Feb.
I'd love to give you a detailed
presentation on GEM.
Molly*

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 6, 2000

David Russell
Legislative Assistant
Senator Steven's Office
522 Hart Senate Office Building
Washington, D.C. 20510

Dave
Dear Mr. Russell:

Enclosed is a copy of the draft Gulf Ecosystem monitoring (GEM) program and a special edition of the Restoration Update describing the proposed program. The Council envisions GEM as a long-term program to assess the overall health of the Gulf of Alaska marine ecosystem and promote greater understanding of how its productivity is influenced by natural change and human activities.

I encourage you to read this draft and provide comments back to us via the GEM e-mail address at your earliest convenience: gem@oilspill.state.ak.us

If you have any questions about the draft or any other aspect of the Trustee Council's program, please don't hesitate to contact me or Science Coordinator, Phil Mundy at (907) 278-8012.

Sincerely,

Molly McCammon

Molly McCammon
Executive Director

Enclosures

mm/raw

Never did make it to D.C. last month. Dir rescheduled to February and will get in touch with you to work out a good date for a briefing. Thanks for all your help. Molly

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 6, 2000

Bill Woolf
Legislative Assistant
Senator Murkowski's Office
Hart Senate Building #322
Washington, D.C. 20510

Dear Mr. ^{Bill}~~Woolf~~:

Enclosed is a copy of the draft Gulf Ecosystem monitoring (GEM) program and a special edition of the Restoration Update describing the proposed program. The Council envisions GEM as a long-term program to assess the overall health of the Gulf of Alaska marine ecosystem and promote greater understanding of how its productivity is influenced by natural change and human activities.

I encourage you to read this draft and provide comments back to us via the GEM e-mail address at your earliest convenience: gem@oilspill.state.ak.us

If you have any questions about the draft or any other aspect of the Trustee Council's program, please don't hesitate to contact me or Science Coordinator, Phil Mundy at (907) 278-8012.

Sincerely,

Molly McCammon
Executive Director

*Will be in DC
Sometime in Feb.
Hope to see you then.
Molly*

Enclosures

mm/raw

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 6, 2000

Chris Fluor
Investigative-Legislative Staff
Congressman Don Young's Office
1324 Longworth HOB
Washington, D.C. 20515

Dear Mr. ~~Fluor~~ ^{Chris}:

Enclosed is a copy of the draft Gulf Ecosystem monitoring (GEM) program and a special edition of the Restoration Update describing the proposed program. The Council envisions GEM as a long-term program to assess the overall health of the Gulf of Alaska marine ecosystem and promote greater understanding of how its productivity is influenced by natural change and human activities.

I encourage you to read this draft and provide comments back to us via the GEM e-mail address at your earliest convenience: gem@oilspill.state.ak.us

If you have any questions about the draft or any other aspect of the Trustee Council's program, please don't hesitate to contact me or Science Coordinator, Phil Mundy at (907) 278-8012.

Sincerely,

Molly McCammon

Molly McCammon
Executive Director

*Will be in D.C.
in Feb. Hope to
see you then.
Molly*

Enclosures

mm/ra

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 6, 2000

Robin Samuelson
POB 412
Dillingham, Alaska 99576

Dear ~~Mr. Samuelson~~ ^{Robin}:

Enclosed is a copy of the draft Gulf Ecosystem monitoring (GEM) program and a special edition of the Restoration Update describing the proposed program. The Council envisions GEM as a long-term program to assess the overall health of the Gulf of Alaska marine ecosystem and promote greater understanding of how its productivity is influenced by natural change and human activities.

I encourage you to read this draft and provide comments back to us via the GEM e-mail address at your earliest convenience: gem@oilspill.state.ak.us

If you have any questions about the draft or any other aspect of the Trustee Council's program, please don't hesitate to contact me or Science Coordinator, Phil Mundy at (907) 278-8012.

Sincerely,


Molly McCammon
Executive Director

Enclosures

mm/raw

*Robin - Would love
to talk to you
about this. Let me know
next time you're in Anchorage.
Molly*

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 6, 2000

Terry Hoefflerle
Executive Director
Bristol Bay Native Association
POB 310
Dillingham, Alaska 99576

Dear Mr. Hoefflerle:

Enclosed is a copy of the draft Gulf Ecosystem monitoring (GEM) program and a special edition of the Restoration Update describing the proposed program. The Council envisions GEM as a long-term program to assess the overall health of the Gulf of Alaska marine ecosystem and promote greater understanding of how its productivity is influenced by natural change and human activities.

I encourage you to read this draft and provide comments back to us via the GEM e-mail address at your earliest convenience: gem@oilspill.state.ak.us

If you have any questions about the draft or any other aspect of the Trustee Council's program, please don't hesitate to contact me or Science Coordinator, Phil Mundy at (907) 278-8012.

Sincerely,

Molly McCammon
Executive Director

Enclosures

mm/raw

*Terry -
Remember, Bristol Bay
salmon do spend a
lot of time in the
Gulf of Alaska!
Molly*

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 6, 2000

Marlene Johnson
Commercial Fisheries Entry Commission
9505 Antler Way
Juneau, Alaska 99801

Dear Ms. Johnson:

Enclosed is a copy of the draft Gulf Ecosystem monitoring (GEM) program and a special edition of the Restoration Update describing the proposed program. The Council envisions GEM as a long-term program to assess the overall health of the Gulf of Alaska marine ecosystem and promote greater understanding of how its productivity is influenced by natural change and human activities.

I encourage you to read this draft and provide comments back to us via the GEM e-mail address at your earliest convenience: gem@oilspill.state.ak.us

If you have any questions about the draft or any other aspect of the Trustee Council's program, please don't hesitate to contact me or Science Coordinator, Phil Mundy at (907) 278-8012.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Molly McCammon', written in dark ink.

Molly McCammon
Executive Director

Enclosures

mm/raw

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 6, 2000

James McCarthy
Museum of Comparative Zoology
Harvard University
26 Oxford Street
Cambridge, MA 02138

Dear Dr. McCarthy:

Enclosed is a copy of the draft Gulf Ecosystem monitoring (GEM) program and a special edition of the Restoration Update describing the proposed program. The Council envisions GEM as a long-term program to assess the overall health of the Gulf of Alaska marine ecosystem and promote greater understanding of how its productivity is influenced by natural change and human activities.

I encourage you to read this draft and provide comments back to us via the GEM e-mail address at your earliest convenience: gem@oilspill.state.ak.us

If you have any questions about the draft or any other aspect of the Trustee Council's program, please don't hesitate to contact me or Science Coordinator, Phil Mundy at (907) 278-8012.

Sincerely,

Molly McCammon
Executive Director

Enclosures

mm/raw

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 6, 2000

Greg Favretto
Favco Incorporated
1205 West 29th Avenue
Anchorage, Alaska 99503

Dear Mr. Favretto:

Enclosed is a copy of the draft Gulf Ecosystem monitoring (GEM) program and a special edition of the Restoration Update describing the proposed program. The Council envisions GEM as a long-term program to assess the overall health of the Gulf of Alaska marine ecosystem and promote greater understanding of how its productivity is influenced by natural change and human activities.

I encourage you to read this draft and provide comments back to us via the GEM e-mail address at your earliest convenience: gem@oilspill.state.ak.us

If you have any questions about the draft or any other aspect of the Trustee Council's program, please don't hesitate to contact me or Science Coordinator, Phil Mundy at (907) 278-8012.

Sincerely,

A handwritten signature in cursive script that reads "Molly McCammon".

Molly McCammon
Executive Director

Enclosures

mm/raw

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 6, 2000

Gary Stauffer
National Marine Fisheries Service
7600 Sand Point Way NE
BIN C15700
Seattle, Washington 98115-0070

Dear Dr. Stauffer:

Enclosed is a copy of the draft Gulf Ecosystem monitoring (GEM) program and a special edition of the Restoration Update describing the proposed program. The Council envisions GEM as a long-term program to assess the overall health of the Gulf of Alaska marine ecosystem and promote greater understanding of how its productivity is influenced by natural change and human activities.

I encourage you to read this draft and provide comments back to us via the GEM e-mail address at your earliest convenience: gem@oilspill.state.ak.us

If you have any questions about the draft or any other aspect of the Trustee Council's program, please don't hesitate to contact me or Science Coordinator, Phil Mundy at (907) 278-8012.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Molly McGammon'. The signature is fluid and cursive, with the first name 'Molly' being more prominent.

Molly McGammon
Executive Director

Enclosures

mm/raw

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 6, 2000

Jay Stinson
POB 3845
Kodiak, Alaska 99615

Dear Mr. Stinson:

Enclosed is a copy of the draft Gulf Ecosystem monitoring (GEM) program and a special edition of the Restoration Update describing the proposed program. The Council envisions GEM as a long-term program to assess the overall health of the Gulf of Alaska marine ecosystem and promote greater understanding of how its productivity is influenced by natural change and human activities.

I encourage you to read this draft and provide comments back to us via the GEM e-mail address at your earliest convenience: gem@oilspill.state.ak.us

If you have any questions about the draft or any other aspect of the Trustee Council's program, please don't hesitate to contact me or Science Coordinator, Phil Mundy at (907) 278-8012.

Sincerely,

Molly McCammon
Executive Director

Enclosures

mm/raw

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 6, 2000

James Kitchell
Center for Limnology
University of Wisconsin
680 North Park Street
Madison, Wisconsin 53706

Dear Dr. Kitchell:

Enclosed is a copy of the draft Gulf Ecosystem monitoring (GEM) program and a special edition of the Restoration Update describing the proposed program. The Council envisions GEM as a long-term program to assess the overall health of the Gulf of Alaska marine ecosystem and promote greater understanding of how its productivity is influenced by natural change and human activities.

I encourage you to read this draft and provide comments back to us via the GEM e-mail address at your earliest convenience: gem@oilspill.state.ak.us

If you have any questions about the draft or any other aspect of the Trustee Council's program, please don't hesitate to contact me or Science Coordinator, Phil Mundy at (907) 278-8012.

Sincerely,

Molly McCammon
Executive Director

Enclosures

mm/raw

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 6, 2000

Heather McCarty
Golden Age Fisheries
1522 Evergreen Avenue
Juneau, Alaska 99801

Heather
Dear Ms. McCarty:

Enclosed is a copy of the draft Gulf Ecosystem monitoring (GEM) program and a special edition of the Restoration Update describing the proposed program. The Council envisions GEM as a long-term program to assess the overall health of the Gulf of Alaska marine ecosystem and promote greater understanding of how its productivity is influenced by natural change and human activities.

I encourage you to read this draft and provide comments back to us via the GEM e-mail address at your earliest convenience: gem@oilspill.state.ak.us

If you have any questions about the draft or any other aspect of the Trustee Council's program, please don't hesitate to contact me or Science Coordinator, Phil Mundy at (907) 278-8012.

Sincerely,

Molly McCammon
Molly McCammon
Executive Director

*Would love to
brief you more
on this. Call me.
Molly*

Enclosures

mm/raw

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 6, 2000

Dick Bower
POB 3662
Soldotna, Alaska 99669

Dear Dr. Bower:

Enclosed is a copy of the draft Gulf Ecosystem monitoring (GEM) program and a special edition of the Restoration Update describing the proposed program. The Council envisions GEM as a long-term program to assess the overall health of the Gulf of Alaska marine ecosystem and promote greater understanding of how its productivity is influenced by natural change and human activities.

I encourage you to read this draft and provide comments back to us via the GEM e-mail address at your earliest convenience: gem@oilspill.state.ak.us

If you have any questions about the draft or any other aspect of the Trustee Council's program, please don't hesitate to contact me or Science Coordinator, Phil Mundy at (907) 278-8012.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Molly McCammon'.

Molly McCammon
Executive Director

Enclosures

mm/raw

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 6, 2000

Richard Lauber
North Pacific Fishery Management Council
321 Highland Drive
Juneau, Alaska 99801

Rick
Dear Mr. Lauber:

Enclosed is a copy of the draft Gulf Ecosystem monitoring (GEM) program and a special edition of the Restoration Update describing the proposed program. The Council envisions GEM as a long-term program to assess the overall health of the Gulf of Alaska marine ecosystem and promote greater understanding of how its productivity is influenced by natural change and human activities.

I encourage you to read this draft and provide comments back to us via the GEM e-mail address at your earliest convenience: gem@oilspill.state.ak.us

If you have any questions about the draft or any other aspect of the Trustee Council's program, please don't hesitate to contact me or Science Coordinator, Phil Mundy at (907) 278-8012.

Sincerely,

Molly McCammon
Molly McCammon
Executive Director

Enclosures

mm/raaw

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 6, 2000

Lynne Talley
Scripps Institution of Oceanography
308 Nierenberg Hall
La Jolla, California 92093-0230

Dear Dr. Talley:

Enclosed is a copy of the draft Gulf Ecosystem monitoring (GEM) program and a special edition of the Restoration Update describing the proposed program. The Council envisions GEM as a long-term program to assess the overall health of the Gulf of Alaska marine ecosystem and promote greater understanding of how its productivity is influenced by natural change and human activities.

I encourage you to read this draft and provide comments back to us via the GEM e-mail address at your earliest convenience: gem@oilspill.state.ak.us

If you have any questions about the draft or any other aspect of the Trustee Council's program, please don't hesitate to contact me or Science Coordinator, Phil Mundy at (907) 278-8012.

Sincerely,

Molly McCammon
Executive Director

Enclosures

mm/raw

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 6, 2000

Karl Erb
Director
Office of Polar Programs
National Science Foundation
4201 Wilson Blvd Room 755 S
Arlington, Virginia 22230

Dear Dr. Erb:

Enclosed is a copy of the draft Gulf Ecosystem monitoring (GEM) program and a special edition of the Restoration Update describing the proposed program. The Council envisions GEM as a long-term program to assess the overall health of the Gulf of Alaska marine ecosystem and promote greater understanding of how its productivity is influenced by natural change and human activities.

I encourage you to read this draft and provide comments back to us via the GEM e-mail address at your earliest convenience: gem@oilspill.state.ak.us

If you have any questions about the draft or any other aspect of the Trustee Council's program, please don't hesitate to contact me or Science Coordinator, Phil Mundy at (907) 278-8012.

Sincerely,

Molly McCammon
Executive Director

Enclosures

mm/raw

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 6, 2000

David Russell
Legislative Assistant
Senator Steven's Office
522 Hart Senate Office Building
Washington, D.C. 20510

Dear ^{David} ~~Mr. Russell~~:

On behalf of the *Exxon Valdez* Oil Spill Trustee Council, I would like to express our appreciation for your help in obtaining the necessary authority for more flexible investment of the EVOS settlement funds. This authority will make the long-term fund for research and monitoring in the northern Gulf of Alaska a reality by giving it the necessary financial resources to inflation-proof, build the corpus, as well as have a reasonable annual program.

As you can see by the enclosed newsletter describing the proposed Gulf Ecosystem Monitoring program (GEM), we are well on our way towards developing a long term program to assess the health of the northern Gulf ecosystem and the resources it supports. Now, with your help, we will have the funds to actually implement a meaningful program. The draft GEM proposal is undergoing public review, and a new version will be submitted to the National Academy of Sciences for their review in February or March.

We're very excited about the opportunities this legislation has created for us and will keep you briefed as plans progress. Thank you again for your assistance in creating this legacy.

Sincerely,

A handwritten signature in cursive script that reads "Molly McCommon".

Molly McCommon
Executive Director

Enclosure

mm/raw

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 6, 2000

Lisa Sutherland
Deputy Staff Director
Senate Appropriations Committee
The Capitol—S128
Washington, D.C. 20510-6025

Lisa
Dear Ms. Sutherland:

On behalf of the *Exxon Valdez* Oil Spill Trustee Council, I would like to express our appreciation for your help in obtaining the necessary authority for more flexible investment of the EVOS settlement funds. This authority will make the long-term fund for research and monitoring in the northern Gulf of Alaska a reality by giving it the necessary financial resources to inflation-proof, build the corpus, as well as have a reasonable annual program.

As you can see by the enclosed newsletter describing the proposed Gulf Ecosystem Monitoring program (GEM), we are well on our way towards developing a long term program to assess the health of the northern Gulf ecosystem and the resources it supports. Now, with your help, we will have the funds to actually implement a meaningful program. The draft GEM proposal is undergoing public review, and a new version will be submitted to the National Academy of Sciences for their review in February or March.

We're very excited about the opportunities this legislation has created for us and will keep you briefed as plans progress. Thank you again for your assistance in creating this legacy.

Sincerely,

Molly McCammon
Executive Director

Enclosure

mm/raw

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 6, 2000

Chris Schabacker
Legislative Assistant
522 Senate Hart Office Bldg.
2nd St. and Constitution Ave., NE
Washington, D.C. 20510-6150

Chris
Dear Ms. Schabacker:

On behalf of the *Exxon Valdez* Oil Spill Trustee Council, I would like to express our appreciation for your help in obtaining the necessary authority for more flexible investment of the EVOS settlement funds. This authority will make the long-term fund for research and monitoring in the northern Gulf of Alaska a reality by giving it the necessary financial resources to inflation-proof, build the corpus, as well as have a reasonable annual program.

As you can see by the enclosed newsletter describing the proposed Gulf Ecosystem Monitoring program (GEM), we are well on our way towards developing a long term program to assess the health of the northern Gulf ecosystem and the resources it supports. Now, with your help, we will have the funds to actually implement a meaningful program. The draft GEM proposal is undergoing public review, and a new version will be submitted to the National Academy of Sciences for their review in February or March.

We're very excited about the opportunities this legislation has created for us and will keep you briefed as plans progress. Thank you again for your assistance in creating this legacy.

Sincerely,

Molly McCammon
Executive Director

Enclosure

mm/raw

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



January 6, 2000

Brian Malnak
Senate Committee on Energy and Natural Resources
212 Senate Hart Office Bldg.
2nd St. and Constitution Ave., NE
Washington, D.C. 20510-6150

Brian
Dear Mr. Malnak:

On behalf of the *Exxon Valdez* Oil Spill Trustee Council, I would like to express our appreciation for your help in obtaining the necessary authority for more flexible investment of the EVOS settlement funds. This authority will make the long-term fund for research and monitoring in the northern Gulf of Alaska a reality by giving it the necessary financial resources to inflation-proof, build the corpus, as well as have a reasonable annual program.

As you can see by the enclosed newsletter describing the proposed Gulf Ecosystem Monitoring program (GEM), we are well on our way towards developing a long term program to assess the health of the northern Gulf ecosystem and the resources it supports. Now, with your help, we will have the funds to actually implement a meaningful program. The draft GEM proposal is undergoing public review, and a new version will be submitted to the National Academy of Sciences for their review in February or March.

We're very excited about the opportunities this legislation has created for us and will keep you briefed as plans progress. Thank you again for your assistance in creating this legacy.

Sincerely,

Molly McCammon
Executive Director

Enclosure

mm/raw

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



MEMORANDUM

TO: Claudia Slater / ADFG Liaison

FROM: Molly McCammon
Executive Director

RE: Authorization -- Project 00127 / Tatitlek Coho Salmon Release

DATE: January 7, 2000

The purpose of this memorandum is to formally authorize work to proceed on Project 00127/Tatitlek Coho Salmon Release. The work must be performed consistent with the Detailed Project Description and budget dated April 15, 1999.

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178

January 6, 2000



Dear Workshop Presenters:

Thank you for agreeing to present a talk at the Exxon Valdez Oil Spill Trustee Council's Annual Restoration Workshop. The purpose of this letter is to provide you with more details on the workshop and your role as a presenter.

AGENDA: The workshop will be held January 18-19 at the Hotel Captain Cook in Anchorage. A copy of the draft agenda, which briefly describes the focus of each session, is enclosed. You will note that not all presentations will be of the same length. The time allotted for a given talk includes both the oral presentation and any follow-up questions (e.g., for a 20-minute time slot the talk should be 15 minutes, plus five minutes for questions), so please plan accordingly.

TRAVEL: We have a limited amount of funding available to cover travel expenses for presenters who do not have funding available through an EVOS project or some other source. If you need travel funds in order to be able to attend, please contact Chris Moore here at the Restoration Office [christine_moore@oilspill.state.ak.us] as soon as possible. She will provide you with information on allowable expenses and, in an effort to keep costs down, will make the travel arrangements for all of the presenters.

EQUIPMENT: Also contact Chris about what equipment you will need for your presentation. We will supply the following equipment, if you let us know you need it:

- computer and projector with video input and output (presentation must be on an IBM-compatible ZIP or 3.5 disk)
- 35mm slide projector (you must supply your own carousels)
- VHS tape deck
- overhead projector
- laser pointer
- cordless microphone

WRITTEN COPIES: We often receive requests for copies of talks given at the workshop. If you are able to provide us a written copy of the text of your presentation, it would be much appreciated. You can provide it in advance or at the workshop itself, whichever is more convenient for you.

Thank you again for contributing to this year's workshop. If you have any questions, please feel free to give me a call.

Sincerely,

Molly McCammon
Executive Director

Enclosure

Federal Trustees
U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees
Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

**2000 Restoration Workshop
January 18-19, 2000**

***Applying Science to Human Needs: Starting the Transition
to the Gulf Ecosystem Monitoring (GEM) Program***

Day 1 - Tuesday, January 18

- 8:00 am Registration
- 8:30 Introduction and Annual Report on EVOS Program
Molly McCammon, Executive Director
- 8:45 Presentation of Draft Gulf Ecosystem Monitoring (GEM) Program
Phil Mundy, Trustee Council Science Coordinator
Bob Spies, Trustee Council Chief Scientist
- 9:15 **Session I: Historical and Current Status of Natural Resources in the
Gulf of Alaska**
NOTE: This session will look broadly at what is happening with resource populations
throughout the northern Gulf of Alaska. Speakers will address (1) the current status of
resource populations in the Gulf of Alaska compared to historical levels and climate and
(2) how what we've learned informs what should be done in the future (i.e., under GEM).
(20 min. per speaker)
Shellfish, Paul Anderson?
Seabirds, John Piatt
- 10:00 Break
- 10:30 Continue Session I
(20 min. per speaker)
Marine Mammals, Lloyd Lowry
Nearshore and intertidal communities, Steve Jewett
Salmon, Doug Eggers
Groundfish, Jane DiCosimo
- 12:00 Lunch (provided)
*Possible remarks (30 min.) on role of GEM in marine resource use and
oceans and coastal policy in Alaska*

D R A F T 1/6/00

- 1:30 pm **Session II: Legacy of Restoration Program to Date**
 NOTE: Speakers will address (1) what we know now in terms of the bigger picture that we didn't know before, (2) how what we've learned informs what should be done in the future (i.e., under GEM), and (3) what tools have been developed that will be useful in the future.
- IIa. Overview (15 min.)**
 Bob Spies, Trustee Council Chief Scientist
- IIb. Ecology**
 (20 min. per speaker)
 SEA, Ted Cooney
 APEX, Dave Duffy
 NVP, Tom Dean
- 2:45 Break
- 3:15 **IIc. Community & Single Species Work**
 (20 min. per speaker)
 Salmon, ?
 Herring, Evelyn Brown
 Intertidal communities, Pete Peterson
 Harbor seals, Kathy Frost
 Pigeon guillemots, Dan Roby
- 5:00 Adjourn for day
- 5:30 - 7:30 Poster session and reception

Day 2 - Wednesday, January 19

- 8:00 am **IId. Management and Monitoring Techniques**
 (15 min. per speaker)
 Pristane, Jeff Short 99195
 Fisheries management using remote video, Ted Otis 99366
 Seabird genetics, Vicki Friesen 99169
 Seabird monitoring with marine surveys, Dave Irons 99159
- 9:15 **Ile. Working with Communities**
 (15 min. per speaker)
 Kametolook River restoration, Jim McCullough 99247
 Kenai River restoration, Kelly Wolf/YCC? 99180
 Community involvement, Hugh Short and 99052
 Nancy Yeaton
- 10:00 Break

D R A F T 1/6/00

- 10:30 Continue Session IIe
(15 min. per speaker)
Human Use Model, Murphy & Suring 99339
Youth Area Watch, student participants 99210
Seabird observation with remote video, Mike O'Meara? 99434
Cook Inlet Info. Mgt. & Monitoring System, Kelly 99391
Zeiner and Russell Kunibe
Port Graham stream enhancement, W. Meganack 99263
- 11:45 **Session III: Lingering Questions About EVOS Oil and Damage**
NOTE: This session will focus on what role oil plays in the inability of some populations to recover from the effects of the spill.
Salmon, herring, streams, and mussels, Jeep Rice 99328, 329, 090
(30 min.)
Nearshore resources, Brenda Ballachey (15 min.) 99025
- 12:30 pm Lunch (provided)
Keynote address (30 min.)
Pat Livingston, Chair of Science Board of PICES (North Pacific Marine Science Organization), "Coordinating and Communicating Ecosystem Research: Regional and North Pacific Perspectives"
- 1:30 **Session IV: Lessons from other Programs and Projects**
NOTE: Speakers will discuss their work as it relates to GEM, with examples of how human needs are addressed by products from their work and programs. (20 min. per speaker)
Canadian GLOBEC, David Welch
Environmental Cues for Fisheries Management, Gordon Kruse
"From Hard Science to Fish Sticks: Fisheries Oceanography Coordinated Investigation", Allen Macklin
National Mussel Watch, Alan Mearns
EPA Contaminants Program, Suzanne Marcy
"Future of Environmental Cues for Resource Management", Ann Hollowed
- 3:30 Break
- 4:00 **Session V: Panel Discussion on Potential Value of GEM to Various Stakeholders**
NOTE: Panelists will share their observations on GEM.
Moderator: ?
Panelists: *James Brady, Regional Fisheries Manager, Alaska*
Department of Fish and Game
Pat Norman, President, Port Graham Corporation
Vera Alexander, Dean of School of Fisheries and Ocean Sciences, University of Alaska
Conservation organization, ?
Commercial fishing, ?

D R A F T 1/6/00

Business, ?
Informed public, ?

5:00 Closing Remarks
 Molly McCammon, Executive Director

5:15 Adjourn

D R A F T 1/6/00

Vera Alexander
UAF/School of Fisheries & Ocean Sciences
PO Box 757220
Fairbanks, AK 99775-7220

K olf
Youth Restoration Corps
PO Box 2416
Kenai, AK 99611

James Brady
ADFG
333 Raspberry Road
Anchorage, AK 99518-1599

Kris Balliet
Center for Marine Conservation
425 G St, Ste 400
Anchorage, AK 99501

Michael O'Meara
Pratt Museum
3779 Bartlett St
Homer, AK 99603

ARUSS

Al Jurgulewski
2957 Sheldon Jackson St
Anchorage, AK 99508-4469

Paul Anderson
NMFS Kodiak Lab
PO Box 1638
Kodiak, AK 99615

above also sent
1/6/00 presenter's
letter
reading file

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



Draft Agenda Joint Trust Fund Investments January 6, 2000 @ 1:30 p.m. 645 G Street, Anchorage

1. Review Guiding Documents
 - EVOS Settlement (Attachment A)
 - March 1, 1999 Resolution Concerning Future Spending (Attachment B)
 - S711 Legislation (Attachment C)
2. Review Spending Plan (Attachment D)
3. Review Current Investments (Attachment E)
4. Discuss Custodial Options
 - Court Registry Investment System (status quo)
 - Natural Resource Damage Assessment and Restoration fund
 - Treasury Division, State of Alaska
 - Contract Bank
 - Other
4. Discuss Investment Strategies
 - Permissible Investments
 - Prohibited Investments
 - Orderly Transition
 - Segregated Investments vs. Pooled Investments
 - Inflation Proofing/Real Rate of Return
5. Develop Draft Policies
 - Samples attached (Attachment F)
6. Develop Draft Asset Allocation Plan
7. Other?
8. Follow-up

Attachments

Federal Trustees
U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees
Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

RECEIVED

AUG 29 1991

Lodged

BARRY M. HARTMAN
 Acting Assistant Attorney General
 Office of
 United States Attorney
 Anchorage, Alaska
 Environment & Natural Resources
 Division

AUG 28 1991

FILED

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

AUG 29 1991

UNITED STATES DISTRICT COURT
 DISTRICT OF ALASKA

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)

8

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

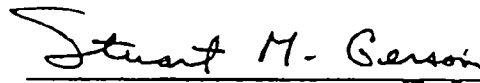
cc: ☒ Bottini (AUSA)
B. Herman (AAG-K)

FOR THE UNITED STATES OF AMERICA

Date: Aug 27, 1991



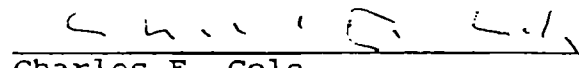
Barry M. Hartman
Acting Assistant Attorney General
Environment and Natural Resources
Division
U.S. Department of Justice



Stuart M. Gerson S.C.B.
Assistant Attorney General
Civil Division
U.S. Department of Justice

FOR THE STATE OF ALASKA

Date: Aug 27, 1991



Charles E. Cole
Attorney General
State of Alaska
Pouch K
Juneau, Alaska 99811

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

AUSA

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

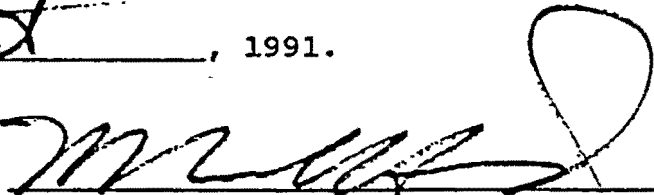
38. The Court shall retain jurisdiction of this matter for the purpose of entering such further orders, direction, or relief as may be appropriate for the construction, implementation, or enforcement of this Agreement.

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 Ox, 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)

[Agreement and Consent Decree in United States v. Exxon 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

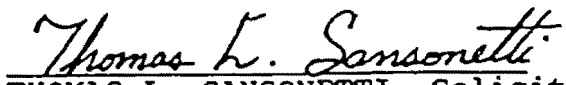
Charles E. Cole
CHARLES E. COLE
Attorney General and Lead State
Trustee
State of Alaska
Pouch K
Juneau, Alaska 99811

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

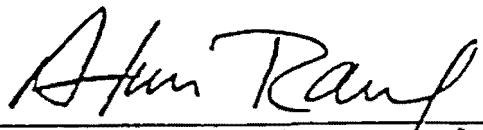
Date: _____


WALTER J. HICKEL
Governor
State of Alaska

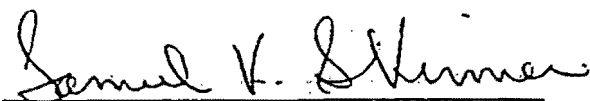
Date: _____


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


Date: _____


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

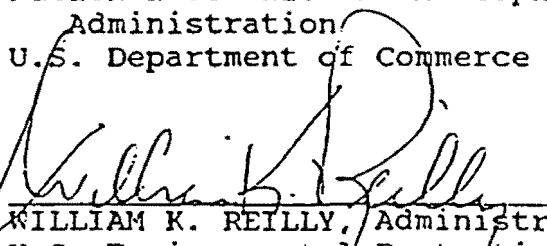
Date: _____


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
EDWARD J. LYNCH

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

Dated: Sept. 25, 1991

Patrick Lynch
PATRICK LYNCH

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

Dated: _____

John F. Clough III
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
JAMES F. NEAL

Neal & Harwell
2000 One Nashville Place
150 Fourth Avenue North
Nashville, Tennessee 37219

Dated: _____

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

FOR EXXON PIPELINE COMPANY

Dated: 9-25-91

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

Dated: _____

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

FILED

OCT 09 1991

UNITED STATES DISTRICT COURT
DISTRICT OF ALASKA

UNITED STATES DISTRICT COURT
DISTRICT OF ALASKA

UNITED STATES OF AMERICA,

Plaintiff,

v.

No. A91-082 Civil

EXXON CORPORATION, et al., in
personam, and the T/V EXXON VALDEZ,
in rem,

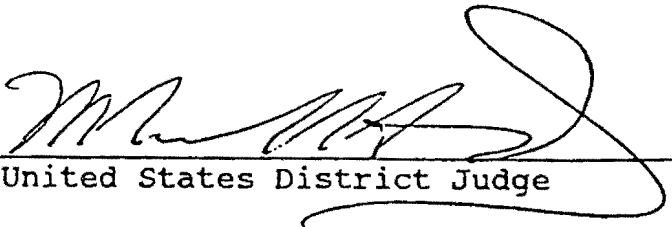
Defendants.

JUDGMENT

Judgment is hereby rendered in this action on the terms and conditions set forth in the Agreement and Consent Decree entered as an order of the Court on the 8 day of Oct, 1991.

ENTERED this 8 day of Oct, 1991.

cc: O&J 4463
BURR
U.S.A.
CLOUGH
BOGLE
FAULKNER


United States District Judge

FILED

OCT 09 1991

UNITED STATES DISTRICT COURT
DISTRICT OF ALASKA

[Signature]
Clerk

UNITED STATES DISTRICT COURT
DISTRICT OF ALASKA

STATE OF ALASKA,

Plaintiff,

v.

EXXON CORPORATION, et al.,

Defendants,

No. A91-083 Civil

JUDGMENT

Judgment is hereby rendered in this action on the terms and conditions set forth in the Agreement and Consent Decree entered as an order of the Court on the 8 day of Oct, 1991.

ENTERED this 8 day of Oct, 1991.

[Signature]
United States District Judge

cc: O & J 4464

/ B. Herman (AAC-200)

/ W. Bankston (BANKSTON)

/ D. Serdahely (BOGLE)

/ J. Clough, III

JUDGMENT - 1

RESOLUTION
of the
Exxon Valdez Oil Spill Trustee Council
concerning the
Restoration Reserve and Long-term Restoration Needs

WHEREAS, in November 1994, following an extensive public process, the *Exxon Valdez* Oil Spill Trustee Council ("Trustee Council") adopted the *Restoration Plan* to guide a comprehensive and balanced program to restore resources and services injured by the oil spill;

WHEREAS, since that time the Trustee Council has used the *Restoration Plan* to guide development of the annual work plans as well as the acquisition and protection of large and small habitat parcels important to the long-term recovery of injured resources and services;

WHEREAS, the *Restoration Plan* identified a series of large parcel purchases and the Trustee Council has been successful in obtaining habitat protection agreements with willing-seller landowners to provide protection for approximately 635,000 acres;

WHEREAS, the *Restoration Plan* recognized that complete recovery from the oil spill would not occur for decades and that through long-term observation and, as needed, restoration actions, injured resources and services could be fully restored;

WHEREAS, the *Restoration Plan* specifically recognized establishment of the Restoration Reserve to provide a secure source of funding for restoration into the future beyond the last annual payment from the Exxon Corporation;

WHEREAS, the Trustee Council has sponsored an extensive public involvement process to provide opportunity for comment on possible future uses of the Restoration Reserve including public meetings in communities throughout the spill impact region and also in Anchorage, Fairbanks and Juneau;

WHEREAS, a large volume of public comment regarding the Restoration Reserve has been solicited and received urging a wide range of uses for remaining settlement funds including a strong showing of support for additional habitat protection efforts as well as research and other restoration efforts;

WHEREAS, numerous Native tribal members and other community residents from the spill area have indicated a strong interest in continued support for community-based efforts consistent with those that have been previously funded by the Trustee Council such as subsistence restoration, Traditional Ecological Knowledge, youth area watch, cooperative management, and local stewardship efforts;

WHEREAS, the Public Advisory Group (PAG) has reviewed and discussed long-term restoration needs and use of the Restoration Reserve at considerable length and the views of the PAG members have been communicated to the Trustee Council;

WHEREAS, upon consideration of the restoration mission as provided by the settlement and the *Restoration Plan*, past restoration program efforts and accomplishments, public comments received by the Trustee Council, the views of the Public Advisory Group members, and the most current information regarding the status of recovery of the resources and services injured by the oil spill, the Trustee Council has identified substantial and continuing long-term restoration needs;

WHEREAS, full recovery of many injured resources and services is not yet complete and long-term restoration, conservation and improved management of these resources and services will require a substantial on-going investment to improve our understanding of the biology and marine and coastal ecosystems that support the resources as well as the people of the spill region;

WHEREAS, prudent use of the natural resources of the spill area without unduly impacting their recovery requires increased knowledge of critical ecological information about the northern Gulf of Alaska that can only be provided through a long-term research and monitoring program;

WHEREAS, together with scientific research and monitoring, a continuing commitment to habitat protection and general restoration actions, where appropriate, will help ensure the full recovery of injured resources and services;

WHEREAS, consistent with the *Restoration Plan*, restoration needs identified by the Trustee Council require a long-term comprehensive and balanced approach that includes a complementary commitment to scientific research and monitoring; applied science to inform and improve the management of injured resources and services; continued general restoration activities where appropriate; support for community-based efforts to restore and enhance injured resources and services; and protection for additional key habitats;

WHEREAS, by October 2002, as a result of the past and anticipated future deposits into the Restoration Reserve, it is estimated that the principal and interest in the reserve, together with remaining unobligated settlement funds, will be approximately \$170 million unless, prior to that time, on-going negotiations concerning the Karluk and Sturgeon rivers and adjacent lands or other potential habitat transactions result in habitat acquisition agreements that obligates some of these funds;

WHEREAS, absent such additional acquisition agreements, \$170 million is the total of the funds estimated to be available to support long-term restoration based on projected investment returns allowable through the Court Registry under its existing authority and thus reasonably anticipated as available for restoration purposes by the Trustee Council starting with FY 2003 ("estimated funds remaining on October 1, 2002"); and

WHEREAS, the limits of the existing investment authority of the Trustee Council have resulted in the loss of millions of dollars in potential earnings that would have been available to effectively address restoration needs in the future and support a comprehensive program that maintains its value over time, and it is necessary that the limits on the investment authority for the joint settlement funds be amended by Congress if we are to optimize our potential restoration program;

THEREFORE BE IT RESOLVED, that the Trustee Council has determined that recovery from the *Exxon Valdez* oil spill remains incomplete and there is need for establishing at this time a continuing long-term, comprehensive and balanced restoration program consistent with the *Restoration Plan*;

BE IT FURTHER RESOLVED, that funds in the Restoration Reserve and other remaining unobligated settlement funds available on October 1, 2002 (for expenditure starting in FY 2003) be allocated in the following manner consistent with the "Outline of Action Under Existing Authority" dated 3/1/99 attached to this resolution:

- \$55 million of the estimated funds remaining on October 1, 2002 and the associated earnings thereafter will be managed as a long-term funding source with a significant proportion of these funds to be used for small parcel habitat protection and it is recognized that any funding that may be authorized for purchase of lands along or adjacent to the Karluk or Sturgeon rivers or other potential habitat acquisitions would be made from within this allocation; and
- the remaining balance of funds on October 1, 2002 will be managed so that the annual earnings, estimated at approximately 5% per year, will be used to fund annual work plans that include a combination of research, monitoring, and general restoration including those kinds of community-based restoration efforts consistent with efforts that have been previously funded by the Trustee Council, such as subsistence restoration, Traditional Ecological Knowledge, Youth Area Watch, cooperative management, and local stewardship efforts; as well as local community participation in ongoing research efforts;

BE IT FURTHER RESOLVED, that the Restoration Office and the Chief Scientist, under the direction of the Executive Director, shall begin to develop a long-term research and monitoring program for the spill region that will inform and promote the full recovery and restoration, conservation and improved management of spill-area resources; and

BE IT FURTHER RESOLVED, that it is the intent of the Trustee Council that this long-term reserve for research, monitoring and general restoration be designed to ensure the conservation and protection of marine and coastal resources, ecosystems, and habitats in order to aid in the overall recovery of those resources injured by the *Exxon Valdez* oil spill and the long-term health and viability of the spill area marine environment;

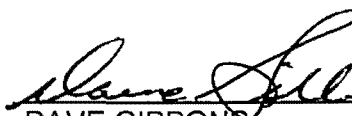
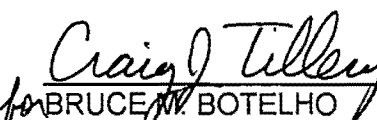
BE IT FURTHER RESOLVED, that in developing a long-term restoration research, monitoring and general restoration program for the spill region, the Executive Director shall solicit the views of the Public Advisory Group, community facilitators, resource management agencies, researchers and other public interests as well as coordinate restoration program efforts with other marine research initiatives including the North Pacific Research Board;


BE IT FURTHER RESOLVED, that the Executive Director shall work with the Alaska Congressional delegation and appropriate State and federal agencies to obtain the necessary investment authority to increase the earnings on remaining settlement funds, so that the Trustee Council will be able to conduct an effective restoration program that maintains its value over time; and


BE IT FURTHER RESOLVED, that in developing long-term implementation options for consideration by the Trustee Council, the Executive Director shall:

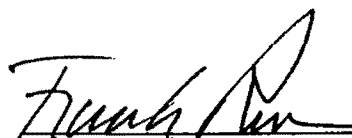
- investigate possible establishment of new or modified governance structures to implement long-term restoration efforts,
- explore alternative methods to ensure meaningful public participation in restoration decisions, and
- report back to the Trustee Council by September 1, 1999 regarding these efforts.

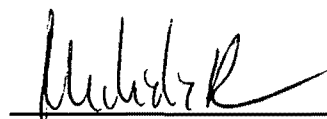
Adopted this 1st day of March, 1999, in Anchorage, Alaska.

	<u>3/15/99</u>	for		<u>3/9/99</u>
DAVE GIBBONS	Date		BRUCE M. BOTELHO	Date
Trustee Representative			Attorney General	
Alaska Region			State of Alaska	
USDA Forest Service				

	<u>3/11/99</u>
MARILYN HEIMAN	Date
Special Assistant to the	
Secretary for Alaska	
U.S. Department of the Interior	

	<u>3/15/99</u>
STEVEN PENNOYER	Date
Director, Alaska Region	
National Marine Fisheries Service	

	<u>3.6.99</u>
FRANK RUE	Date
Commissioner	
Alaska Department of	
Fish and Game	

	<u>3/17/99</u>
MICHELE BROWN	Date
Commissioner	
Alaska Department of	
Environmental Conservation	

OUTLINE OF ACTION UNDER EXISTING AUTHORITY

Assumptions:

- Use of the Restoration Reserve funds will commence with FY 2003 (October 2002)
- The Trustee Council will allocate an additional \$36M to the Restoration Reserve (annual \$12M payments in FY 2000, 2001 and 2002)
- Additional restoration program authorizations from March 1999 to October 2002, exclusive of contractual land payments and other habitat commitments, will amount to not more than \$35M
- Remaining unobligated balance of restoration funds in October 2002 will be \$170M including funds that may be needed for a possible Koniag Karluk-Sturgeon acquisition
- Trustee Council receives no new investment authority and continues to invest settlement funds in treasury instruments that yield approximately 5%

Elements of a Long-Term Restoration Program:

- Consistent with the *Restoration Plan*, the core elements of a long-term restoration effort would focus on research, monitoring, and general restoration including community-based restoration, and habitat protection
- Starting in FY 2003, and except as otherwise approved by the Council for habitat protection, restoration efforts would be funded from the earnings of remaining funds
- Earnings estimated at approximately 5% per year from treasury investments (nominal yield)
- The approximately \$170M in restoration funds remaining on October 1, 2002 will be allocated into two parts:
 - ✓ \$55M for habitat protection, including a possible Koniag Karluk-Sturgeon acquisition and any other additional acquisitions approved by the Council prior to that date
 - ✓ remainder (estimated at \$115M plus, under the current assumptions) for research-monitoring, general restoration and community-based projects (e.g., subsistence, TEK, stewardship)
- Absent changes in the investment authority and consequent increased yield on investments, there would be no inflation-proofing with the consequent loss of purchase power over time in proportion to prevailing inflation rates (in order to support an annual restoration program of effective size)
- Cost of program management apportioned according to relative expense (public involvement, agency participation, peer review, habitat acquisition support, administration, etc.) to either the habitat or research, monitoring and general restoration funds as appropriate

Habitat Protection:

- \$55M of remaining funds on October 1, 2002 (FY 2003) for Habitat Protection would include any amounts needed to complete the Koniag Karluk-Sturgeon acquisition or other potential habitat protection purchases

- \$55M of the estimated funds remaining on October 1, 2002 and the associated earnings thereafter will be managed as a long-term funding source with a significant proportion of these funds to be used for small parcel habitat protection and it is recognized that any funding that may be authorized for purchase of lands along or adjacent to the Karluk or Sturgeon rivers or other potential habitat acquisitions would be made from within this allocation
- After December 2001 (the end of the current easement), the \$16.5M previously allocated for the Koniag Karluk-Sturgeon acquisition, if not obligated at that point, would be available for other habitat protection efforts
- Issues that require further consideration:
 - ✓ priority, criteria and decision-making process for specific parcel selection
 - ✓ possible role of non-governmental organization to implement program after October 2002
 - ✓ extent of public involvement in future program

Research, Monitoring and General Restoration:

- Remaining balance of funds (estimated at \$115M plus under the current assumptions) for Restoration Research, Monitoring, and General Restoration would be managed so that earnings-only would be used to support annual work plans starting with FY 2003
- Annual earnings currently estimated at 5% per year if within the U.S. Treasury (nominal yield, no inflation proofing)
- Annual work plan would support continuing restoration and enhancement of oil spill injured resources including long-term research monitoring; development of improved management tools, synthesis of results, general restoration activities, and community-based restoration projects such as subsistence restoration, Traditional Ecological Knowledge, Youth Area Watch, cooperative management, and local stewardship efforts as well as local community participation in on-going research efforts
- Issues that require further consideration:
 - ✓ whether changes in the annual work plan process are appropriate in light of reduced scale
 - ✓ means and extent of scientific peer review
 - ✓ means and extent of public involvement in process
 - ✓ how and to what extent communities and tribes of the spill area would be involved in long-term research, monitoring, stewardship and cooperative management efforts
 - ✓ whether a new organization or governance structure is needed

Executive Director WORKING DRAFT Recommendation

SUMMARY OF PAST AND ESTIMATED FUTURE USES OF SETTLEMENT

(in \$millions)

REIMBURSEMENTS FOR SPILL RESPONSE	213.1
-----------------------------------	-------

RESTORATION MANAGEMENT	FFY 92-99	FFY 00-02	FFY 03+	
Science Management, Public Involvement & Administration	24.7	5.1	TBD	(a)

RESTORATION IMPLEMENTATION	FFY 92-99	FFY 00-02	Remaining Funds	(b)	TOTAL
Research, Monitoring, General Restoration	145.0	25.4	115.0		285.4 39.8%
Habitat Protection	372.1	4.5	55.0		431.6 60.2%
	517.1	29.9	170.0		717.0 100.0%

(a) To date, Restoration Office science management, public involvement and administration has cost approximately 5% of restoration program expenditures overall. Beyond FFY 02, science management, public involvement and administration costs will be allocated in proportion to program area costs.

(b) Estimate of remaining funds includes Restoration Reserve (with \$12 million per year to be placed into the reserve FFY 00 - FFY 02), interest accrued, the \$16.5 million committed to a Koniag purchase through 2001 plus additional funds currently unallocated.

5711

Committee adopted
June 30, 1999IN THE SENATE OF THE UNITED STATES
106th Cong., 1st Session

6/29/99

4:42pm

Longport Incorporated
into Appropriations
Bill
see 350, S 15047AMENDMENT NO. _____ Ex. _____ Calendar No. _____
Purpose: Amendment in the nature of a substituteTo allow for the investment of joint Federal and State funds from the civil settlement of damages
from the Exxon Valdez oil spill, and for other purposes.

- () Referred to the Committee on _____
and ordered to be printed
- () Ordered to lie on the table and to be printed

Intended to be proposed by Mr. Murkowski

Viz: Strike all after the enacting clause and insert the following:

1 SECTION 1.

2 (a) Notwithstanding any other provision of law and subject to the provisions of
3 subsections (e) and (g), upon the joint motion of the United States and the State of Alaska and
4 the issuance of an appropriate order by the United States District Court for the District of Alaska,
5 the joint trust funds, or any portion thereof, including any interest accrued thereon, previously
6 received or to be received by the United States and the State of Alaska pursuant to the Agreement
7 and Consent Decree issued in United States v. Exxon Corporation, et al. (No. A91-082 CIV) and
8 State of Alaska v. Exxon Corporation, et al. (No. A91-083 CIV) (hereafter referred to as the
9 'Consent Decree'), may be deposited in--

1 (1) the Natural Resource Damage Assessment and Restoration Fund (hereafter referred to
2 as the 'Fund') established in title I of the Department of the Interior and Related Agencies
3 Appropriations Act, 1992 (Pub. L. 102-154, 43 U.S.C. 1474b);

4 (2) accounts outside the United States Treasury (hereafter referred to as "outside
5 accounts"); or

6 (3) both.

7 Any funds deposited in an outside account may be invested only in income-producing obligations
8 and other instruments or securities that have been determined unanimously by the Federal and
9 State natural resource trustees for the Exxon Valdez oil spill ("trustees") to have a high degree of
10 reliability and security.

11 (b) Joint trust funds deposited in the Fund or an outside account that have been approved
12 unanimously by the Trustees for expenditure by or through a State or Federal agency shall be
13 transferred promptly from the Fund or the outside account to the State of Alaska or United States
14 upon the joint request of the governments.

15 (c) The transfer of joint trust funds outside the Court Registry shall not affect the
16 supervisory jurisdiction of the District Court under the Consent Decree or the Memorandum of
17 Agreement and Consent Decree in United States v. State of Alaska (No. A91-081-CIV) over all
18 expenditures of the joint trust funds.

19 (d) Nothing herein shall affect the requirement of section 207 of the Dire Emergency
20 Supplemental Appropriations and Transfers for Relief From the Effects of Natural Disasters, for
21 Other Urgent Needs, and for the Incremental Cost of "Operation Desert Shield/Desert Storm" Act
22 of 1992 (Pub. L. 102-229, 42 U.S.C. 1474b note) that amounts received by the United States and
23 designated by the trustees for the expenditure by or through a Federal agency must be deposited
24 into the Fund.

25 (e) All remaining settlement funds are eligible for the investment authority granted under

subsection (a) of this act so long as they are managed and allocated consistent with the
Resolution of the Trustees adopted March 1, 1999 concerning the Restoration Reserve and as
follows;

1) \$55 million of the funds remaining on October 1, 2002 and the associated earnings
thereafter shall be managed and allocated for habitat protection programs including small parcel
habitat acquisitions. Such sums shall be reduced by:

a) the amount of any payments made after the date of enactment of this Act from
the Joint Trust Funds pursuant to an agreement between the Trustee Council and Koniag, Inc.
which includes those lands which are presently subject to the Koniag Non-Development
Easement, including, but not limited to, the continuation or modification of such Easement, and;

b) payments in excess of \$6.32 million for any habitat acquisition or protection
from the joint trust funds after the date of enactment of this Act and prior to October 1, 2002,
other than payments for which the Council is currently obligated through purchase agreements
with the Kodiak Island Borough, Afognak Joint Venture and the Eyak Corporation.

2) All other funds remaining on October 1, 2002, and the associated earnings shall be
used to fund a program, consisting of --

a) marine research, including applied fisheries research;

b) monitoring and;

c) restoration, other than habitat acquisition, which may include community and
economic restoration projects and facilities, (including projects proposed by the
communities of the EVOS Region or the fishing industry) consistent with the Consent
Decree.

(f) The federal trustees and the state trustees, to the extent authorized by State law, are
authorized to issue grants as needed to implement this program.

(g) The authority provided in this Act shall expire on September 30, 2002, unless by

September 30, 2001, the Trustees have submitted to the Congress a report recommending a
2 structure the Trustees believe would be most effective and appropriate for the administration and
3 expenditure of remaining funds and interest received. Upon the expiration of the authorities
4 granted in this Act all monies in the Fund or outside accounts shall be returned to the Court
5 Registry or other account permitted by law.

6

7

FT
EVOS Spending Plan
 Stated in Thousands

		FFY 2000	FFY 2001	FFY 2002
Joint Trust Fund, Beginning Balance	[1]	40,248.8	26,831.6	44,324.8
Exxon Payment		70,000.0	70,000.0	
Reimbursements	[2]	-3,750.0	-3,750.0	
Interest Earned (estimate)		1,118.4	771.9	1,574.6
Estimated Revenue		107,617.2	93,853.5	45,899.4
Administration, Scientific Mgt. & Public Info.		1,500.0	1,500.0	0.0
FY General Restoration-Monitor & Research		9,109.5	7,000.0	0.0
Habitat Protection:				
Acquisition Down Payments		0.0	0.0	0.0
Large Acquisition Payments		32,025.8	26,500.0	18,805.7
Small Parcel Payments		5,305.1	0.0	0.0
Associated Costs		126.5	0.0	0.0
Special Projects		1,945.5	2,175.1	0.0
Alaska Sealife Center		0.0	0.0	0.0
CRIS Management Fees (estimate)		55.6	38.6	78.7
Restoration Reserve Contribution		38,650.0	12,600.0	12,000.0
Estimated Expenses		88,718.0	49,813.7	30,884.4
Lapse/Interest Adjustment (estimate)	[3]	7,932.4	285.0	255.0
Adjusted Joint Trust Fund, Ending Balance		26,831.6	44,324.8	15,270.0

Footnotes:

1. Balance as of October 1, 1999.
2. Represents Reimbursements due the State of Alaska.
3. The future years lapse/interest adjustment are based on 3% of each prior year Work Plan. Also includes all unreported lapse/interest.

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



MEMORANDUM

TO: Molly McCammon
FROM: Traci Cramer
Administrative Officer
DATE: January 4, 2000
RE: Cash Flow Explanation

This explanation has been developed for the cash flow statement and supporting schedules dated January 4, 2000. The changes incorporated include the following.

1. The November 30, 1999 ending balance reconciles with the CRIS Liquidity Account balance for the same period.
2. The small parcel assumptions have been updated.

The statement contains the following assumptions.

- Science Management, Public Involvement & Administration

FFY 2001	1,500.0	09/00
FFY 2002	1,500.0	09/01
- Research, Monitoring and General Restoration

FFY 2000 (December Action)	709.5	01/00
FFY 2000 (Deferred Projects)	400.0	02/00
FFY 2001	8,000.0	09/00
FFY 2002	7,000.0	09/01
- Large Parcel Acquisitions

FFY 2000		
Kodiak Island Borough (Shuyak)	4,000.0	09/00
Afognak Joint Ventures	23,025.8	09/00
Eyak Corporation	5,000.0	09/00

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

FFY 2001		
Koniag, Incorporated (Phase II)	16,500.0	12/00
Kodiak Island Borough (Shuyak)	4,000.0	09/01
Eyak Corporation	6,000.0	09/01
FFY 2002		
Kodiak Island Borough (Shuyak)	11,805.7	09/02
Eyak Corporation	7,000.0	09/02
• Small Parcel Acquisitions		
KAP 1090 D. Naumoff-Larsen Bay Shareholder	16.0	12/99
KAP 126 Christiansen	72.0	12/99
KEN 1084 Morris Parcel	38.0	12/99
PWS 1056 Blondeau	626.8	01/00
KAP 1089 R. Christensen-Larsen Bay Shareholder	13.0	02/00
KAP 1091 D. Ester-Larsen Bay Shareholder	18.0	02/00
KAP 2026 M. Christensen-Larsen Bay Shareholder	13.0	02/00
Tatitlek Home Sites	205.6	02/00
KAP 2012 Kodiak Island Borough-Tax Parcel	12.0	02/00
PWS 2008-2011, 2013, 2015, 2017		
Seven Tax Parcels	102.0	02/00
KEN 1086 Stariski Creek	500.0	02/00
KAP 145 Termination Point	1,865.0	07/00
Larsen Bay 10-Acre Parcels (balance)	585.0	07/00
Kodiak Island Tax Parcels (balance)	238.7	07/00
PWS 05, 06, 1010, 1028 Duck Flats/Jack Bay	1,000.0	07/00
• Habitat Protection Associated Costs		
FFY 2001	126,500	09/00
FFY 2002	0	
• Special Projects		
FFY 1999		
Archaeological Displays/Repository	915.0	03/00
Archaeological (GA/Management)	60.0	03/00
Archaeological Equipment/Furnishings	140.0	09/00
Archaeological (GA/Management)	30.5	09/00
Archaeological Displays/Repository	744.0	03/01
Archaeological (GA/Management)	19.1	09/01
Archaeological Displays/Repository	912.0	09/01
FFY 2000		
Reduction of Marine Pollution	800.0	03/00
Miscellaneous	500.0	12/00
• Reserve Payments		
FFY 1998	13,325.0	12/99
FFY 1999	12,725.0	12/99

FFY 2000	12,600.0	09/00
FFY 2001	12,600.0	09/01
FFY 2002	12,000.0	10/01

Attachments

I FT
EVOS Month h Flow Estimate
As of November 30, 1999
Stated in Thousands

FFY 2000														
Beginning Balance	40,248.8	40,408.3	40,560.8	22,057.1	20,802.8	19,616.5	17,912.1	17,983.1	18,054.2	18,125.7	14,494.1	14,551.5		
Item	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept.	Total	
FY Increases & Other Authorization													0.0	
Administration, SRB & Public Info.												1,500.0	1,500.0	
FY General Restoration-Monitor & Research				709.5	400.0							8,000.0	9,109.5	
Habitat Protection Down Payments													0.0	
Large Parcel Payments												32,025.8	32,025.8	
Small Parcel Acquisitions			126.0	626.8	863.6					3,688.7			5,305.1	
Habitat Protection Associated Costs												126.5	126.5	
Special Projects						1,775.0						170.5	1,945.5	
Restoration Reserve Contribution			26,050.0									12,600.0	38,650.0	
CRIS Management Fees	8.2	7.9	4.6	4.3	4.1	3.7	3.7	3.7	3.8	3.0	3.0	5.6	55.6	
Exxon Payment after Reimbursements												66,250.0	66,250.0	
Gross Interest (estimate)	167.7	160.4	91.5	86.3	81.4	74.3	74.6	74.9	75.2	60.2	60.4	111.4	1,118.4	
Interest/Lapse (estimate)			7,585.3									347.1	7,932.4	00 lapse
Liquidity Account Balance	40,408.3	40,560.8	22,057.1	20,802.8	19,616.5	17,912.1	17,983.1	18,054.2	18,125.7	14,494.1	14,551.5	26,831.6		
Restoration Reserve 1998/1999 Securities	9,717.4	19,399.9												
Total Cash Flow	50,125.7	59,960.7												
CRIS Report	50,125.7	59,960.8												
Difference	0.0	-0.1												
FFY 2001														
Beginning Balance	26,831.6	26,937.8	27,044.4	10,084.2	10,124.1	10,164.2	9,457.5	9,494.9	9,532.5	9,570.2	9,608.1	9,646.1		
Item	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept.	Total	
FY Increases & Other Authorization													0.0	
Administration, SRB & Public Info.												1,500.0	1,500.0	
FY General Restoration-Monitor & Research												7,000.0	7,000.0	
Habitat Protection Down Payments													0.0	
Large Parcel Payments			16,500.0									10,000.0	26,500.0	
Small Parcel Acquisitions													0.0	
Habitat Protection Associated Costs													0.0	
Special Projects			500.0			744.0						931.1	2,175.1	
Restoration Reserve Contribution												12,600.0	12,600.0	
CRIS Management Fees	5.6	5.6	2.1	2.1	2.1	2.0	2.0	2.0	2.0	2.0	2.0	9.2	38.6	
Exxon Payment after Reimbursements												66,250.0	66,250.0	
Gross Interest (estimate)	111.8	112.2	41.9	42.0	42.2	39.3	39.4	39.6	39.7	39.9	40.0	184.0	771.9	
Interest/Lapse (estimate)												285.0	285.0	01 lapse
Ending Balance	26,937.8	27,044.4	10,084.2	10,124.1	10,164.2	9,457.5	9,494.9	9,532.5	9,570.2	9,608.1	9,646.1	44,324.8		

| **FT**
 EVOS Monthly Flow Estimate
 As of November 30, 1999
 Stated in Thousands

FFY 2002													
Beginning Balance	44,324.8	32,452.7	32,581.2	32,710.2	32,839.6	32,969.6	33,100.1	33,231.2	33,362.7	33,494.8	33,627.3	33,760.4	
Item	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept.	Total
FY Increases & Other Authorization													0.0
Administration, SRB & Public Info.													0.0
FY General Restoration-Monitor & Research													0.0
Habitat Protection Down Payments													0.0
Large Parcel Payments												18,805.7	18,805.7
Small Parcel Acquisitions													0.0
Habitat Protection Associated Costs													0.0
Special Projects													0.0
Restoration Reserve Contribution	12,000.0												12,000.0
CRIS Management Fees	6.7	6.8	6.8	6.8	6.8	6.9	6.9	6.9	7.0	7.0	7.0	3.2	78.7
Exxon Payment													0.0
Gross Interest (estimate)	134.7	135.2	135.8	136.3	136.8	137.4	137.9	138.5	139.0	139.6	140.1	63.4	1,574.6
Interest/Lapse (estimate)												255.0	255.0
Ending Balance	32,452.7	32,581.2	32,710.2	32,839.6	32,969.6	33,100.1	33,231.2	33,362.7	33,494.8	33,627.3	33,760.4	15,270.0	

Exxon Valdez Contingent Liability Reserve												
For the period ending November 30, 1999												
	Matured	Purchase Date	Maturity Date	Unit Cost	Bond Yield	Holding Period	Par Value	Purchase Price	Projected Interest	Daily Accrual	Interest Accrued	Fees Accrued
A1	YES	02/15/96	11/15/97	92.014982	4.820%	639	6,520,000	5,999,376.83	520,623.17	814.75	520,623.17	52,062.32
A2	YES	02/15/96	11/15/98	87.582363	4.885%	1004	6,850,000	5,999,391.87	850,608.13	847.22	850,608.13	85,060.81
A3	YES	02/15/96	11/15/99	82.953778	5.050%	1369	7,232,000	5,999,217.22	1,232,782.78	900.50	1,232,782.78	113,642.94
A4		02/15/96	11/15/00	78.462785	5.175%	1735	7,646,000	5,999,264.54	1,646,735.46	949.13	1,314,540.99	120,539.14
A5		02/15/96	11/15/01	73.993112	5.310%	2100	8,108,000	5,999,361.52	2,108,638.48	1,004.11	1,390,697.28	127,522.42
A6		02/15/96	11/15/02	69.640845	5.435%	2465	8,615,000	5,999,558.80	2,615,441.20	1,061.03	1,469,527.81	134,750.93
B1	YES	06/19/97	11/15/98	92.238000	5.835%	514	2,245,000	2,070,743.10	174,256.90	339.02	174,256.90	17,425.69
B2	YES	06/19/97	11/15/99	86.555000	6.095%	879	2,397,000	2,074,723.35	322,276.65	366.64	322,276.65	28,304.62
B3		06/19/97	11/15/00	81.242000	6.195%	1245	2,554,000	2,074,920.68	479,079.32	384.80	344,398.39	30,014.61
B4		06/19/97	11/15/01	76.141000	6.285%	1610	2,725,000	2,074,842.25	650,157.75	403.82	361,423.10	31,498.33
B5		06/19/97	11/15/02	71.628000	6.270%	1975	2,896,000	2,074,346.88	821,653.12	416.03	372,344.07	32,450.10
B6		06/19/97	11/15/03	66.930000	6.360%	2340	3,106,000	2,079,915.79	1,026,084.21	438.50	392,455.29	34,202.81
C1		11/17/97	11/15/04	66.629000	5.890%	2555	9,281,000	6,183,837.49	3,097,162.51	1,212.20	903,086.52	76,368.39
											9,649,021.08	883,843.09
Status:								Deposits:		FRB		
A1	The proceeds were reinvested 11/17/97 (C1).							FY 96 (Securities A1-A6)		35,996,170.78	60.00	
A2	The proceeds were deposited into the Liquidity Account.							FY 97 (Securities B1-B6)		12,449,492.05	60.00	
A3	The proceeds were deposited into the Liquidity Account.							FY 98			10.00	
								Principal		48,445,662.83		
								Gross Earnings		9,649,021.08	Fees to Date	Unpaid Fees
B1	The proceeds were deposited into the Liquidity Account.							Less: Unpaid Fees		831,780.77	52,062.32	831,780.77
B2	The proceeds were deposited into the Liquidity Account.							Less: 1998/1999 Securities		18,727,206.69 (Par Value)		
								Total		38,535,696.45		
								Pending Deposits		57,574,856.12		
								Balance		96,110,552.57	130.00	
								Prior Period		95,845,559.45		
								Net Change		264,993.12		

Attachment E

Average CRIS Liquidity Yield 4.84%



ALASKA PERMANENT
CAPITAL MANAGEMENT COMPANY

900 West Fifth Avenue, Suite 601
Anchorage, Alaska 99501

Phone: (907) 272-7575

Fax: (907) 272-7574

December 30, 1999

Molly McCammon
Executive Director
Exxon Valdez Oil Spill Trustee Council
645 G Street, Suite 401
Anchorage, AK 99501-3451

RECEIVED
JAN 04 2000
EXXON VALDEZ OIL
SPILL TRUSTEE COUNCIL

Dear Molly:

Pursuant to my conversation with Tracy Kramer today, I am enclosing draft resolutions for the Council's review. The three resolutions address the following:

- ◆ Governance
- ◆ Policy
- ◆ Asset Allocation

I hope these will prove helpful in setting investment management policy and governance of the Council's money receipts and distributions.

By copy of this letter I am also forwarding copies of the draft resolutions to Tracy.

Again, please contact Dave Rose or myself with questions, comments, or concerns you might have as you move forward in this process.

We at Alaska Permanent Capital Management Company wish you and yours a very happy and healthy 2000!

Sincerely,

Mary Lou Pratt
Vice President, Client Relations

C: Tracy Kramer

**A RESOLUTION OF TRUSTEES
OF THE EXXON VALDEZ OIL SPILL TRUSTEE COUNCIL
PERTAINING TO FIDUCIARY RESPONSIBILITY**

WHEREAS the Trustees recognizes its fiduciary responsibility to manage the financial assets of the Council in the sole and best interests of the Council, and

WHEREAS the Trustees wishes to establish a standard of care for investment of Council assets, and

WHEREAS the Trustees wishes to bind itself to certain governance regimes involving the establishment and review of investment policy, the determination of the allocation of investment assets, and the maintenance of certain records which provide the basis for review of the execution of investment policy,

NOW, THEREFORE BE IT RESOLVED by the Exxon Valdez Oil Spill Trustee Council that the following standard of care shall apply to all investment assets of the Council:

The Council, its Trustees, its staff, its investment managers and its bank custodians shall exercise the judgment and care under the circumstances then prevailing which an institutional investor of ordinary prudence, discretion, and intelligence exercises in the management of large investments entrusted to it, not in regard to speculation, but in regard to the long term investment of funds considering the probable safety of capital as well as probable income.

BE IT FURTHER RESOLVED that the Trustees will establish written investment policies by formal Resolution which shall be adhered to without exception.

BE IT FURTHER RESOLVED that the Trustees will review the investment policies of the Foundation at least once each year during the month of December and will, by formal Resolution, re-adopt or modify said policies.

BE IT FURTHER RESOLVED that the Trustees will establish, by formal Resolution, a plan for the allocation of investment assets each year thus determining a percentage range of the amount of assets which will be committed to each investment class.

BE IT FURTHER RESOLVED by the Trustees that the Executive Director of the Foundation shall maintain on file within the offices of the Foundation, monthly reports which indicate the following: (1) All transactions affecting the investment account, to include purchases and sales of securities, transfers of cash into and out

of the account, interest or dividends received by the account; and (2) A listing of all assets held in the investment account including identification of the security, original purchase price, and current market price.

PASSED AND ADOPTED BY THE EXXON VALDEZ OIL SPILL TRUSTEE COUNCIL THIS ____ DAY OF _____, 1999.

ATTEST BY SECRETARY:

CHAIRMAN OF THE BOARD OF
TRUSTEE COUNCIL

**A RESOLUTION OF THE
EXXON VALDEZ OIL SPILL TRUSTEE COUNCIL**

WHEREAS the Trustees are required to establish written investment policies by the adoption of a formal Resolution, and

WHEREAS the Trustees wish to set forth investment policies pertaining to both the types of investments which may be made as well as policies pertaining to risk and diversification, and

WHEREAS the Trustees wish to establish policy guidelines pertaining to investment manager and custodian contractors,

NOW THEREFORE BE IT RESOLVED by the Exxon Valdez Oil Spill Trustee Council that the following securities are authorized for investment:

- 1. Obligations of the United States Treasury.**
- 2. Obligations of agencies of the United States Government.**
- 3. Obligations of domestic corporations, provided they are rated "A" by at least one of the two major rating agencies.**
- 4. Commercial paper which is rated A-1/P-1.**
- 5. Certificates of deposit and bankers acceptances which have a demonstrated secondary market and are issued by a financial institution which is rated at least "A" by one of the two major rating services.**
- 6. Certificates of deposit issued by Alaska banks which do not fall in the above category provided the certificates do not exceed FDIC insurance and non-liquidity is acceptable.**
- 7. Common and preferred stock listed on a recognized exchange including "SPIDERS" which replicate the S&P 500 Index.**
- 8. A mutual fund which replicates the S & P 500 Index; or any other mutual fund specifically authorized by the Council.**
- 9. A money market fund utilized for the temporary holding of cash.**

BE IT FURTHER RESOLVED by the Trustees that no investment shall be made in any one security in excess of ten percent of the total investment portfolio, measured by market value, except for obligations of the U.S. Government and its agencies.

BE IT FURTHER RESOLVED by the Trustees that no investments, cumulatively, shall be made in any one industry in excess of 25 percent.

BE IT FURTHER RESOLVED by the Board of Trustees that the policies contained in this Resolution must be adhered to without exception. Exceptions may be brought before the Council for deliberation and for adoption of a formal resolution which permits an exception for a specific security holding . If market events reduce the quality rating of a security or otherwise create a situation wherein a holding no longer fits established policy, the staff is authorized to work toward an orderly liquidation of such holding rather than engage in a distress sale.

BE IT FURTHER RESOLVED by the Trustees that both the Investment Manager and the Custodian Bank shall be engaged by formal written contracts and that: (1) The Investment Manager and Custodian Bank be two separate parties; (2) Both be required to submit monthly transaction and asset reports; (3) the Investment Manager be registered with the State of Alaska and the U.S. Securities and Exchange Commission; (4) The Custodian Bank be a regulated national bank; (5) The Investment Manager be insured with a professional liability policy and the Custodian be insured with a bankers' bond or similar fidelity policy; (6) Both the Investment Manager and Custodian must agree to abide by a standard of care. In the event that a commingled fund is utilized, an exception to the above policy is authorized provided that due diligence is exercised to insure that the intent of as many of the above tenets as possible are met.

This Resolution does not apply to real estate investments.

PASSED AND ADOPTED BY THE EXXON VALDEZ OIL SPILL TRUSTEE COUNCIL THIS ____ DAY OF _____ 1999.

ATTEST BY SECRETARY:

**CHAIRMAN OF THE BOARD OF TRUSTEES
COUNCIL**

**A RESOLUTION OF THE
EXXON VALDEZ OIL SPILL TRUSTEE COUNCIL
PERTAINING TO THE ALLOCATION OF INVESTMENT ASSETS**

WHEREAS the Trustees are required to establish, by formal Resolution each year, a plan for the allocation of investment assets, and

WHEREAS the Trustee's have adopted investment policies.

NOW THEREFORE BE IT RESOLVED that the Trustee's adopts an asset allocation scheme for the period ended January 31, 2000 as follows:

1. All investments will be made for the long-term and will consist of the following asset classes and percentage holdings:

- **Marketable debt securities, including cash equivalents** **40 - 60 percent**
 - **Equities** **60 - 40 percent**
- 2. The above asset allocation is not intended to provide for real estate holdings at this time.**
- 3. The equity portion of the portfolio will be benchmarked against the S&P 500 Index for performance measurement purposes. The marketable debt portion will be benchmarked against the Lehman Government Corporate Index and will have a duration range of 4.5-6.5 years.**

PASSED AND ADOPTED BY THE EXXON VALDEZ OIL SPILL TRUSTEE
COUNCIL THIS ____ DAY OF _____ 1999.

ATTEST BY SECRETARY:

CHAIRMAN OF THE BOARD OF
TRUSTEE COUNCIL

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



MEMORANDUM

TO: Marianne See / ADEC Liaison

FROM: Molly McGammon
Executive Director

RE: Additional Authorization -- Project 00567 / Monitoring Environmental Contaminants in the Northern Gulf of Alaska

DATE: January 3, 2000

The purpose of this memorandum is to formally authorize spending of the additional \$45,400 approved by the Trustee Council on December 16, 1999 for Project 00567/Monitoring Environmental Contaminants in the Northern Gulf of Alaska. Funds must be spent consistent with the Detailed Project Description and detailed budget dated November 1, 1999.

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



MEMORANDUM

TO: Claudia Slater / ADFG Liaison

FROM: Molly McCammon
Executive Director

RE: Authorization -- Project 00379-CLO / Assessment of Risk Caused by
Residual Oil in Prince William Sound Using P450 Activity in Fishes

DATE: January 3, 2000

The purpose of this memorandum is to formally authorize work to proceed on Project 00379-CLO/Assessment of Risk Caused by Residual Oil in Prince William Sound Using P450 Activity in Fishes. The work must be performed consistent with the revised Detailed Project Description and detailed budget dated December 1999.

cc: Bruce Wright, NOAA Liaison

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



MEMORANDUM

TO: Claudia Slater / ADFG Liaison

FROM: Molly McCammon
Executive Director

RE: Authorization -- Project 00389 / 3-D Ocean State Simulations for
Ecosystem Applications from 1995-98 in Prince William Sound

DATE: January 3, 2000

The purpose of this memorandum is to formally authorize work to proceed on Project 00389/3-D Ocean State Simulations for Ecosystem Applications from 1995-98 in Prince William Sound. The work must be performed consistent with the Detailed Project Description dated April 7, 1999 and the revised detailed budget submitted in December 1999.

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



MEMORANDUM

TO: Shawn Hunstock, Alaska Department of Fish and Game
Claudia Slater, Alaska Department of Fish and Game
Laura Beason, Alaska Department of Environmental Conservation
Marianne See, Alaska Department of Environmental Conservation
Carol Fries, Alaska Department of Natural Resources
Ken Holbrook, U.S. Department of Agriculture, Forest Service
Bonnie McElmurry, U.S. Department of Agriculture, Forest Service
Bob Baldauf, U.S. Department of the Interior
Catherine Berg, U.S. Department of the Interior
Dede Bohn, U.S. Department of the Interior
Bud Rice, U.S. Department of the Interior
Stacie Masters, National Oceanic & Atmospheric Administration
Bruce Wright, National Oceanic & Atmospheric Administration
Traci Cramer
FROM: Traci Cramer
Administrative Officer

DATE: January 3, 2000

RE: FY 1999 Fifth Quarter and FY 2000 First Quarter Financial Reports

Pursuant to the Procedures of the *Exxon Valdez* Trustee Council expenditure and obligation activity are due thirty days following the end of each quarter. The purpose of this memorandum is to request that Quarterly Financial Information for the period ending **December 31, 1999** be submitted to this office by **January 31, 2000**.

Attached are three spreadsheets. The first spreadsheet is the 1999 Work Plan for your agency. The 1999 Work Plan spreadsheet currently contains expenditures and obligations reported for the period ending September 30, 1999. The second spreadsheet is the 2000 Work Plan for your agency. The third spreadsheet incorporates other projects approved by the Trustee Council such as special projects and land acquisitions. Agencies are requested to use these spreadsheets to report expenditure and obligation activity for the period ending December 31, 1999.

If you have any questions, give me a call at (907) 586-7238.

Attachments
cc: Molly McCammon

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



Restoration Office Tentative Meeting Schedule

January 2000

- 18-19 Annual Workshop, Captain Cook Hotel
- 20-21 Community Involvement & GEM presentation
- 31 Trustee Council meeting - GEM draft, small parcels & investments

February 2000

- 3 Restoration Work Force - FY01 Invitation
- 10 Public Advisory Group - teleconference on GEM

March 2000

April 2000

- 5 Public Advisory Group - teleconference on GEM

May 2000

June 2000

July 2000

- *20 Public Advisory Group - FY01 Work Plan

* tentative meeting dates

For more information on any of the above meetings, please contact the Anchorage Restoration Office.

1/6/00 F:\MOLLY\MTGSCHED.RWF

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



FAX COVER SHEET

To: **Restoration Work Force**

Date: 1-6-00

From:

Mally McCombs

Total Pages:

2

Comments:

Restoration Office

Tentative Meeting Schedule

FAX COMPLETE

RESTORATION WORK FORCE MEMBERS INCLUDE:

Bruce Wright

Carol Fries

Ken Holbrook

Bill Hauser

Claudia Slater

Catherine Berg

Bud Rice

Dede Bohn

Marianne See

Bob Spies

HARD COPY TO FOLLOW no

FAX SENT BY:

Paul

7/15/99pdb

Federal Trustees

U.S. Department of the Interior

U.S. Department of Agriculture

National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game

Alaska Department of Environmental Conservation

Alaska Department of Law

*** MULTI TRANSACTION REPORT ***

TX/RX NO.

9394

INCOMPLETE TX/RX

TRANSACTION OK

[09] 19075867589

JUNEAU OFFICE

[13] 19077896608

BRUCE WRIGHT

[15] 2698918

CAROL FRIES

[16] 2672450

RITA MIRAGLIA

[17] 2713992

GIBBONS/HOLBROOK

[18] 2672464

C.SLATER

[20] 7863350

C.BERG

[21] 2572517

B.RICE

[22] 7863636

D.BOHN

[26] 2697508

MARIANNE SEE

[35] 19253737834

B.SPIES

ERROR

Exxon Valdez Oil Spill Trustee Council

645 G Street, Suite 401, Anchorage, AK 99501-3451 907/278-8012 fax:907/276-7178



FAX COVER SHEET

FAX COMPLETE

To: Gina Belt Number: _____

From: Paula Banks Date: 1-11-00

Comments: _____ Total Pages: 2 with cover.

Restoration Office

Tentative Meeting Schedule

HARD COPY TO FOLLOW NO

Document Sent By: J. Miller

3-16-99

Federal Trustees

U.S. Department of the Interior
U.S. Department of Agriculture
National Oceanic and Atmospheric Administration

State Trustees

Alaska Department of Fish and Game
Alaska Department of Environmental Conservation
Alaska Department of Law