

MEMORANDUM OF UNDERSTANDING  
AMONG THE STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES, THE  
UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE  
AND U.S. FISH & WILDLIFE SERVICE, AND THE UNITED STATES  
DEPARTMENT OF AGRICULTURE, FOREST SERVICE,  
REGARDING AN APPRAISAL PROCESS FOR THE ACQUISITION OF INTERESTS  
IN LAND IN SUPPORT OF THE EXXON VALDEZ OIL SPILL RESTORATION

I. INTRODUCTION

The Exxon Valdez Oil Spill Trustee Council (Trustee Council) at its January 31, 1994, meeting authorized and directed its Executive Director to develop a standardized appraisal process, including standardized appraisal instructions to be used to appraise interests in land under consideration for acquisition and habitat protection as part of the Trustee Council restoration process. This Memorandum of Understanding (MOU) among the Alaska Department of Natural Resources, the U.S. Department of the Interior, National Park and U.S. Fish and Wildlife Services, and the U.S. Department of Agriculture, Forest Service (USFS) (collectively "the Parties") is therefore entered into to ensure that appraisals of interests in land considered for acquisition are conducted and reviewed in an efficient and uniform manner.

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EXXON VALDEZ OIL SPILL  
TRUSTEE COUNCIL  
ADMINISTRATIVE RECORD

## II. AUTHORITIES

The parties enter into this MOU in accordance with the authorities provided to the State and Federal Governments pursuant to the October 1, 1992 Memorandum of Understanding Among the State and Federal Natural Resource Trustees and authorities cited therein, including Section 311(f) of the Federal Water Pollution Control Act (Clean Water Act), 33 U.S.C. § 1321(f), and the Memorandum of Agreement and Consent Decree approved and entered on August 28, 1991, in *United States v. State of Alaska*, No. A91-081 CV.

## III. PURPOSE

The purpose of this MOU is to implement a standardized appraisal and review process for interests in land to be acquired in accordance with the Trustee Council resolution of January 31, 1994.

## IV. APPRAISALS

1. The Parties shall develop and prepare standard appraisal instructions that shall be applied to each appraisal of interests in land proposed for acquisition as part of the restoration process. All appraisals shall comply with State of Alaska appraisal standards and the *Uniform Appraisal Standards for Federal Land Acquisitions*, 1992.

2. The USFS has entered into a contract for the procurement of appraisal services, which was entered into in anticipation of a large scale appraisal program in support of the Trustee Council restoration program. The Parties agree that use of the USFS contract by all of the Parties will result in considerable savings of time and costs by reducing duplicative efforts by each of the Parties. The USFS shall provide contracting services for appraising all interests in land proposed to be acquired by any of the Parties for purposes of restoration. Responsibility for the overall administration of the appraisal services contract shall remain with the USFS. The Party identified by the Trustee Council as the "Lead Negotiating Agency" for the interests in land to be appraised shall be responsible for conducting preliminary work prior to the issuance of a work order by the USFS (e.g. preliminary title reports, background information, etc.). The Lead Negotiating Agency shall coordinate with the individual designated by the USFS as the Contracting Officer's Representative (COR) for the initial preparation of the contract work order and for contract negotiations. Sufficient funds to undertake the requested appraisal shall be provided timely to the USFS pursuant to a method designated by the Executive Director for the Trustee Council. Prior to payment for the performance of appraisal services, the COR and the Lead Negotiating Agency must agree that payment to the contractor is appropriate.

## V. APPRAISAL REVIEWS

2. The USFS has entered into a contract for the procurement of appraisal services, which was entered into in anticipation of a large scale appraisal program in support of the Trustee Council restoration program. The Parties agree that use of the USFS contract by all of the Parties will result in considerable savings of time and costs by reducing duplicative efforts by each of the Parties. The USFS shall provide contracting services for appraising all interests in land proposed to be acquired by any of the Parties for purposes of restoration. Responsibility for the overall administration of the appraisal services contract shall remain with the USFS. The Party identified by the Trustee Council as the "Lead Negotiating Agency" for the interests in land to be appraised shall be responsible for conducting preliminary work prior to the issuance of a work order by the USFS (e.g. preliminary title reports, background information, etc.). The Lead Negotiating Agency shall coordinate with the individual designated by the USFS as the Contracting Officer's Representative (COR) for the initial preparation of the contract work order and for contract negotiations. Sufficient funds to undertake the requested appraisal shall be provided timely to the USFS pursuant to a method designated by the Executive Director for the Trustee Council. Prior to payment for the performance of appraisal services, the COR and the Lead Negotiating Agency must agree that payment to the contractor is appropriate.

## V. APPRAISAL REVIEWS

The Lead Negotiating Agency or its designee shall function as the lead agency for conducting a formal appraisal review. Copies of all appraisal reports shall be distributed to each Party for coordination and comment. The Lead Negotiating Agency or its designee shall be responsible for preparing a written, detailed draft appraisal review that shall be distributed to all of the Parties for review and comment. The Lead Negotiating Agency or its designee shall approve or reject the appraisal only after receiving written comments from review appraisers from each of the other Parties. The COR shall ensure that the contract appraiser considers the Lead Negotiating Agency appraisal review.

#### VI. MISCELLANEOUS

1. Nothing in this MOU shall be construed as obligating the United States or the State of Alaska to expend any funds in excess of appropriations authorized by law.
2. The rights and responsibilities contained in this MOU shall not be the basis of any third party challenges or appeals.

#### VII. AMENDMENTS AND TERMINATION

Amendments, modifications or termination of this MOU may be proposed by any Party and shall become effective upon unanimous written approval of the Parties. This MOU shall otherwise

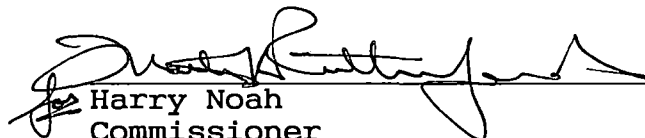
terminate upon the earlier of the completion of the Trustee Council's restoration program, the expenditure of all Joint Trust Fund monies, or the expiration of the USFS contract for the procurement of appraisal services.

#### VIII. EXECUTION

This MOU may be executed in counterparts. A copy with all original executed signature pages affixed shall constitute the original MOU. The date of execution shall be the date of the final Party's signature.

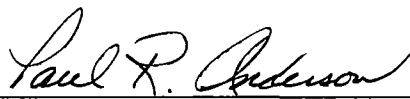
DATE:

3/21/94

  
Harry Noah  
Commissioner  
Alaska Department of Natural Resources

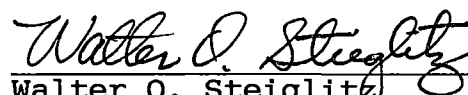
DATE:

3/9/94

  
John M. Morehead  
~~Assistant~~ Regional Director, Alaska Region  
National Park Service


DATE:

3/8/94

  
Walter O. Steiglitz  
Regional Director, Region 7  
U.S. Fish & Wildlife Service

DATE:

3/7/94

  
Michael A. Barton  
Regional Forester  
USDA, Forest Service