

MEMORANDUM OF AGREEMENT

BETWEEN

THE COMMONWEALTH OF VIRGINIA AND THE UNITED STATES DEPARTMENT OF THE INTERIOR

I. INTRODUCTION

This Memorandum of Agreement (MOA), executed by the Commonwealth of Virginia, acting through the Office of the Secretary of Natural Resources and the United States Department of the Interior (DOI) acting through the Office of Restoration and Damage Assessment, (individually referred to as Trustee, or collectively referred to as the Trustees), is entered into in recognition of their common interests and/or responsibilities as designated natural resource trustees. This MOA addresses the Trustees' coordination and cooperation in: 1) the initiation and conduct of natural resource damage assessments; 2) settlement negotiations, development of positions for covenants not to sue or administrative releases from liability; and/or 3) development and support of claims for litigation for injuries to natural resources resulting from discharges of oil or releases of hazardous substances. The MOA further addresses the application of any natural resource damages jointly recovered via any of those mechanisms toward the restoration, rehabilitation, replacement, and/or acquisition of equivalent natural resources.

II. PARTIES

The following Trustees or their designees are Parties to this MOA and act on behalf of the public as Trustees for natural resources under this MOA:

1. The Secretary of Natural Resources, acting on behalf of the Governor of the Commonwealth of Virginia.
2. The Director of the Office of Restoration and Damage Assessment, acting on behalf of the Secretary of the United States Department of the Interior.

Notwithstanding any provision of this MOA, any natural resource trustee (as defined in 40 C.F.R. §§ 300.600-300.612) who is not a Party to this MOA and who has a natural resource interest that is affected by a discharge of oil or release of a hazardous substance shall not be precluded by this MOA from participating in the natural resource damage assessment process. At the election of such trustee, he or she may be added as a Party by addendum to this MOA, as necessary. Other trustees may include, but are not limited to, Tribal governments, other Federal agencies, foreign countries, and affected trustee agencies from other states, provided that statutory authority exists for designating these other entities as a Trustee under this MOA.

III. GEOGRAPHIC SCOPE

This MOA addresses natural resources within the boundaries of the Commonwealth of Virginia belonging to, managed by, held in trust by or otherwise controlled by the Federal and State Trustees which may be affected as a result of discharges or substantial threats of discharges of oil as defined by the Federal Water Pollution Control Act (CWA), 33 U.S.C. §§ 1251-1387, and the Oil Pollution Act of 1990 (OPA), 33 U.S.C. §§ 2701-2762, or injured as a result of releases of hazardous substances as defined by the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9601-9675. This MOA also addresses injuries that may occur from discharges or releases in waters outside of the Commonwealth's boundary with the potential of migrating into the Commonwealth.

IV. PURPOSE

The purpose of this MOA is to provide a framework for coordination and cooperation among the Trustees for NRDAR, and for the implementation of the activities of the Trustees in furtherance of their natural resource trustee responsibilities for those natural resources affected by those discharges or releases mentioned above. While this document is designed to eliminate the need for site- or incident-specific MOAs, additional MOAs may be useful or necessary in some cases.

The Trustees recognize the importance of coordinating and cooperating in natural resource damage assessment and restoration (NRDAR) activities among themselves and with the lead response or corrective action agencies to minimize and assess injury to, destruction of, or loss of natural resources and their services resulting from actual or threatened discharges of oil or releases of hazardous substances, including the consequences of removal, remedial, and corrective actions. The Trustees' primary goals are to seek compensation for the public for injuries to natural resources and the services they provide caused by discharges (or substantial threats of discharges) of oil or releases of hazardous substances in order to restore, replace, rehabilitate, and/or acquire the equivalent of those injured resources. To achieve these goals, the Trustees' activities will involve:

- A. coordination of planning, assessments, and investigations to determine what natural resources and natural resource services have been injured, destroyed, or impaired and the extent of those injuries as well as identification and implementation of appropriate restoration projects to compensate for the losses;
- B. to the extent practicable, coordination with the lead response agency to prevent and minimize injury to natural resources and natural resource services as part of the removal, remedial, or corrective action and, as appropriate, incorporation of restoration actions in the response;
- C. determination of conditions upon which the Trustees, individually or collectively, may grant covenants not to sue or other type of judicial or administrative release from liability during consent decree or other negotiations;
- D. otherwise assessing and determining injury, seeking damages for injuries to natural resources and/or their services to develop and implement restoration projects to compensate for the injured resources and/or their services; and

- E. identification of possible natural resource restoration actions and the planning, implementation, and monitoring of selected restoration actions to compensate for the loss of natural resources and their associated services.

V. AUTHORITY

The Trustees enter into this MOA in accordance with the legal authorities provided for each Trustee by the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), 40 C.F.R. Part 300; CERCLA; CWA; OPA; CERCLA NRDAR Regulations, 43 C.F.R. Part 11; OPA NRDA Regulations, 15 C.F.R. Part 990; any amendments to the foregoing, and any other applicable laws or authorities. The State Trustee enters into this MOA pursuant to designation by the Governor of Virginia under CERCLA, CWA, OPA, and any other applicable laws or authorities. Nothing in this MOA shall be construed to interfere or conflict with the natural resource damage assessment regulations in 43 C.F.R. Part 11 or 15 C.F.R. Part 990, as applicable to the site or incident.

VI. TRUSTEE FUNCTIONS

Consistent with the applicable NRDAR regulations, as well as their individual authorities and policies, the Trustees or their representatives or designees may employ one or more of several types of actions, depending on the circumstances of each discharge or release, to address injury to natural resources. The measure of natural resource damages includes the cost of restoring, rehabilitating, or replacing the injured natural resources to the condition the injured natural resources would have been in had the incident not occurred. Damages can also include compensation for interim service losses or diminution in value pending restoration, assessment costs, and funds needed for restoration planning, implementation, oversight, and monitoring. The Trustees recognize that there shall be no double counting of damages. Trustee actions may include, but are not limited to:

- A. Performing preliminary assessments, including the collection of ephemeral data, to determine the potential threat or the nature and extent of threats to natural resources;
- B. Performing emergency restoration actions and seeking cost recovery for those actions;
- C. Minimizing residual natural resource injuries by participating in removal, remedial, or corrective actions as advisors to the lead response or corrective action agency, and seeking restoration and compensation for any past or residual injury at response or corrective action sites or oil spill incidents;
- D. Negotiating a judicial covenant not to sue for natural resource damages for releases covered by CERCLA, OPA, or CWA, where appropriate, through the U.S. Department of Justice and the Office of the Virginia Attorney General;
- E. Negotiating cooperative funding and participation agreements with a potentially responsible party (PRP) and/or interagency agreements, including agreements or claims between the Federal Lead Administrative Trustee (FLAT) and the U.S. Coast Guard National Pollution Funds Center;

- F. Performing natural resource damage assessments pursuant to applicable regulation, including but not limited to investigating natural resources and their services that may have been affected by a discharge or release and determining the extent and duration of injuries;
- G. Negotiating administrative or judicial agreements for resource protection measures, restoration, and/or compensation for natural resource damages;
- H. Referring claims for natural resource damages for litigation;
- I. Preparing restoration plan(s); and/or
- J. Identifying, planning, implementing, overseeing and monitoring selected restoration actions.

VII. RESTORATION GOAL

The goal of restoration is no net loss of natural resources and/or their services from releases of hazardous substances or oil. Prior to the consideration of restoration alternatives, the Trustees will strive to work with response or remedial agencies on identifying any continuing releases that would impede natural recovery or limit the effectiveness of restoration activities controlled. Methods to accelerate the rate of return of injured habitats or ecosystems to baseline levels will be used whenever possible. Consistent with the guidelines above, and regardless of whether a restoration action addresses restoration to baseline conditions or addresses interim losses, the restoration actions considered should have a demonstrable link to the injuries or losses caused by the release or discharge. Projects with less direct benefits to injured resources or lost services (e.g., out-of-kind restoration) will be considered when appropriate (e.g., high levels of residual on-site contamination or spawning, breeding, or overwintering habitat that is off-site). When acquisition is included as an alternative, it should be supported by funds to cover long-term operation, and maintenance expenses whenever possible.

VIII. TRUSTEE ORGANIZATION

The Trustees and their representatives recognize the importance of planning and coordinating their efforts to effectively and efficiently meet their respective natural resource trustee responsibilities under applicable Federal and State law. The Trustees and/or Trustee representatives will coordinate their efforts to ensure the following, as applicable:

- A. that anytime a Trustee becomes aware that a discharge (or substantial threat of discharge) of oil or release of a hazardous substance has injured, is injuring, or may injure natural resources, the Trustee will promptly notify the other Trustees;
- B. that sites with co-Trustee interests are brought to the attention of response agencies, including, but not limited to, CERCLA National Priorities List (NPL) sites, Resource Conservation and Recovery Act (RCRA) facilities, States sites, instantaneous discharges of oil or releases of hazardous substances, and fishing, hunting and gathering, and recreational closures or advisories due to the discharge (or substantial threat of discharge) of oil or release of hazardous substances;
- C. that where possible, Trustees coordinate written comments to the lead agency's On Scene Coordinators or Remedial Project Managers, or their equivalent, on all

- lead agency directed scopes of work, work plans, assessments and investigations, including remedial investigations, feasibility studies, and remedial designs; and
- D. that State and Federal agencies, departments, and offices coordinate in consent decree, administrative agreement, or other types of negotiations.

Notification, including by telephone, electronic mail, letter, or other method to or between the Trustees, pertaining to activities which are subject to coordination and cooperation under this MOA shall be forwarded to all other Trustees.

For each individual site or incident involving significant participation by two or more State and/or Federal Trustees, the Trustees agree to create a council (Trustee Council) representing the Trustees with an interest in potentially affected resources, which will implement this MOA. Creation of a Council for a particular site or incident under this MOA shall be documented by letter(s) or resolution(s) between the Trustees referencing this MOA, and will be placed in the administrative record for the particular case. Other parties may be added or deleted to this MOA, as appropriate, if both the Secretary of the Office of the Secretary of Natural Resources and the Authorized Official for the FLAT consent to the involvement of another party. Other parties not subject to this MOA must agree in writing to the terms of this MOA prior to participation on the Trustee Council.

For each individual site or incident Trustee Council, each Party will identify the Trustee(s). The Trustee Council shall consist of one voting member for each Trustee, and each Trustee will designate one primary voting representative to serve on the Trustee Council and one alternate representative to act in the absence of the primary voting representative. Additional representatives may participate in the Council as appropriate. Each representative on the Trustee Council should have the level of knowledge and expertise needed to effectively guide the damage and restoration process. In addition, each Trustee agrees that the primary representative to the Trustee Council will have, at a minimum, the level of authority necessary to make decisions on issues presented to the Council.

The Trustee Council will designate a Lead Administrative Trustee (LAT) (defined in 40 C.F.R. § 300.5) for individual sites or incidents for administrative purposes. The Trustee Council may seek additional legal or scientific expertise outside its membership when needed. The Trustee Council may also establish committees and subcommittees as necessary for the efficient operation of the Council. Each Trustee will notify all the Trustees when Trustee Council representatives change and agree to inform other Trustee Council representatives about who the replacement will be. For individual incidents, the Trustee Council will attempt to name the LAT within 1 week of Trustee notification in order that a Trustee point-of-contact is established as rapidly as possible. In addition, where appropriate, the Federal Trustee shall be the Federal Lead Administrative Trustee (FLAT) as required by the National Pollution Funds Center for the purposes of accessing and utilizing the assets of the U.S. Coast Guard's Federal Oil Spill Liability Trust Fund.

IX. TRUSTEE COUNCIL DUTIES AND RESPONSIBILITIES

On behalf of the Trustees, the Trustee Council shall coordinate and conduct (consistent with applicable law, policy, mandated areas of jurisdiction, and areas of special expertise) Trustee activities and matters under this MOA in accordance with the decision-making requirements contained in Section XII. The Trustee Council may take action it determines is appropriate to exercise the authorities and responsibilities of the natural resource Trustees under and to effectuate the purposes of applicable Federal and state law. It is expected that the Trustee Council may, as appropriate and consistent with each representative's delegated Trustee authority, take any of the following actions, among others, while focusing on their individual authority and the natural resources and services under their jurisdiction related to a particular site or incident:

- A. oversee the development, implementation, and monitoring of plans for the assessment, restoration, replacement, rehabilitation, and/or acquisition of equivalent resources for those natural resources and/or their services that may be injured, destroyed, or lost.
- B. conduct or oversee scientific and technical studies, sampling, and other matters related to the determination of injuries and/or the assessment of damages for natural resources and their services which may have been lost, injured, or destroyed.
- C. in coordination with agency counsel and the Virginia Office of the Attorney General and the U.S. Department of Justice, seek compensation from PRPs for damages for restoration, assessment costs, and for the costs of planning and implementing the assessment and/or restoration.
- D. participate in negotiations with PRPs.
- E. in accordance with applicable law and respective agency policy and delegation of authority, manage any money jointly paid to the Trustees (either advanced funding or recovered damages) for the purpose of assessing, restoring, replacing, rehabilitating, and/or acquiring the equivalent of the affected natural resources and/or their services. In accordance with applicable law, develop contracts with professional consultants that the Trustee Council determines are necessary to fulfill Trustee duties and responsibilities pursuant to applicable statutes and regulations.
- F. maintain an administrative record of assessment and restoration activities.

X. LEAD ADMINISTRATIVE TRUSTEE

The duties of a LAT for any site or incident shall include, but are not limited to:

- A. coordinating the development of a Preassessment Screen Determination, an Assessment Plan, and other assessment related documents for approval by the Trustees;
- B. coordinating the progress of the formulation of technical and legal positions for covenants not to sue, administrative agreements, or other negotiations;
- C. coordinating the development and submission of cost documentation packages to seek compensation from PRPs or National Pollution Fund Center for the recovery

of damages and restoration costs of planning and implementing the assessment and/or restoration.

- D. overseeing the development, implementation, and monitoring of a plan(s) for the restoration, replacement, rehabilitation, and/or acquisition of equivalent resources for those natural resources and/or their services that may be injured, destroyed, or lost.
- E. preparing Trustee Council Resolutions for review by the Trustees;
- F. developing a draft and final restoration plan and, as applicable, environmental compliance and National Environmental Policy Act analysis for approval by the Trustees;
- G. coordinating the preparation of all appropriate documentation of the natural resource damage assessment and restoration process in accordance with applicable laws;
- H. coordinating preparation of all press releases and other public informational documents for approval by the Trustee Council;
- I. maintaining the Administrative Record;
- J. scheduling meetings of the Trustee Council and notifying Trustee Council members of those meetings on a timely basis;
- K. preparing agendas for those meetings;
- L. acting as a central contact point for the Trustee Council;
- M. establishing and maintaining the administrative record for both the injury assessment and restoration; and
- N. performing other administrative duties.

The LAT will be responsible for informing the other Trustee Council representatives of all pertinent developments on a timely basis. The LAT may delegate any of her/his duties to another Trustee representative with the concurrence of the Council. Assigned duties do not provide the LAT with decision-making rights for other Trustees or beyond those normally held by each Trustee.

XI. COMMUNICATIONS

The Parties agree that the Trustee Council will endeavor to have coordinated communications with PRPs or their agents and with other persons or entities on matters related to natural resource damage assessment and restoration and claims for those damages.

All oral and written communications and work products will be treated as privileged attorney-client communications, attorney work products, or protected by other applicable privilege (or a combination thereof), as appropriate, and will be protected from disclosure to the maximum extent possible under applicable federal or state law.

No Trustee or Trustee Council representative will speak on behalf of the other Trustees without express authorization. To the extent possible and appropriate, Trustees and Trustee Council representatives will endeavor to provide notice to other Trustees and to provide them with an opportunity to participate in communications with PRPs before speaking with PRPs and others. The above agreement shall not preclude a Trustee or Trustee Council member from

having separate communications with the PRPs on matters within the scope of the MOA where circumstances warrant, provided that each Trustee or Trustee Council representative notifies the other Trustees. Nothing in this Section purports to or shall prohibit the respective Trustees from fulfilling the duties of their Office or Department.

XII. DECISION-MAKING

All decisions by the Trustee Council implementing this MOA, including selection of the LAT for a particular site or incident, shall be by consensus. Consensus on a Council action is reached when all Trustee Council members agree or do not object to the proposed recommendation or action. If consensus cannot be achieved, the issue will be elevated to the Trustees for resolution. Each Trustee may take individual positions or actions on its own behalf, but such individual positions or actions shall not constitute or be regarded as the positions or actions of the Council. Additionally, site- or incident-specific agreements among Trustees, or among Trustees and other parties, as appropriate, may address decision-making as to a particular site, incident, or issue.

This Section does not preclude a Trustee from proceeding independently on any aspect of a natural resource damage assessment claim when necessary and appropriate. Each Trustee reserves the right to initiate and conduct litigation against any PRP and to engage in individual pre-litigation settlement negotiations, subject to the obligation to communicate with other Parties, as set forth in this MOA.

XIII. FUNDS

Each Party to this MOA shall be solely responsible for any costs it incurs in fulfilling its obligations under this MOA, and no Party shall have any claim against any other Party for reimbursement of such costs unless provided for and enforceable under a separate written agreement or memorandum signed by representatives of the Parties. The Parties may agree to share the cost of contractors, experts, and/or the cost of studies and other work performed by another Party. Any such cost sharing arrangement shall comply with Section XX of this MOA.

PRP Funding. To the extent provided by law, each Trustee agrees to cooperate in the administration of any private funding source or sources, except for funds for the reimbursement of documented damage assessment costs. The Trustees agree to request that PRPs separately reimburse each individual Trustee agency for past and future assessment costs. Each Trustee's recovered past assessment costs may be used at its individual discretion in accordance with CERCLA, CWA, OPA, 43 C.F.R. Part 11, and 15 C.F.R. Part 990, as applicable.

Trustee Agency Funds. Each Trustee agrees to coordinate with the other Trustees regarding the expenditure of any funds by the Trustee that are or may become available to the Trustee for use to address injury or restoration related to the Site - except for funds for the reimbursement of documented damage assessment costs or documented upfront funding for anticipated future assessment or oversight costs.

Activities Conducted or Paid for by PRPs. Each Trustee Council may enter into an agreement with the PRPs in which the PRPs agree to fund and/or conduct NRDA activities. Such agreements shall specify the terms of the activity, monetary disbursement, and the PRPs' participation.

XIV. USE OF NATURAL RESOURCE DAMAGE RECOVERIES

The Trustees agree that any natural resource damage recoveries, with the exception of recoveries to reimburse past damage assessment costs obtained or received by the Trustees, individually or collectively, and any interest earned thereon, to the extent permitted by law, shall be jointly used to restore, replace, rehabilitate and/or acquire the equivalent of the natural resources which have been injured, destroyed, or lost as a result of releases of hazardous substances.

To the extent permitted by law, the Trustees agree that all natural resource damage recoveries, with the exception of recoveries to reimburse past damage assessment costs shall be deposited in an interest bearing account, unless otherwise determined by the Trustee Council, to be disbursed only for the purposes described in this MOA and in accordance with the provisions of this MOA. The Trustees shall establish additional standards and procedures governing the joint use of all natural resource damages received by the Trustees, with the exception of recoveries to reimburse past damage assessment costs, including measures to manage efficiently the amount spent on restoration planning and administrative costs. The Trustees agree that expenditures from the account should be managed in such a way to maximize restoration benefits achieved. Trustees agree to utilize the provisions of this Section XIV to structure any consent decree, administrative settlement, and/or restoration plan.

XV. COST ACCOUNTING AND REIMBURSEMENT

The Trustees shall establish and adopt damage assessment and restoration cost accounting and reimbursement guidelines including a level of detail and a reporting schedule commensurate with the complexity and size of the recovery of damages for injuries to natural resources and/or of individual sites or incidents. These guidelines shall insure that recovered damages are spent only on reasonable and adequately documented costs. Each Trustee shall ensure that appropriate and reasonable practices for cost documentation, cost accounting, cost reimbursement, and expenditures are followed, in accord with applicable law.

XVI. CONFIDENTIALITY

The Trustees support an open government policy of providing access to scientific information created or obtained by the Trustees during the damage assessment and restoration process. The Parties understand that all communications, whether written, oral, or electronic, related to the assessment and recovery of damages for injury to natural resources are being undertaken in anticipation of litigation. Accordingly, the Trustees shall treat all communications and work product as privileged attorney-client communication, attorney work product, or

protected by other applicable privilege (or combination thereof), as appropriate, and shall protect communications and work products from disclosure to the maximum extent possible under applicable law, including Federal and State rules of evidence and discovery and Federal and State open records and meetings laws. The Trustees further understand that information created or obtained under this MOA by the Trustees, the Commonwealth of Virginia or by the Department of the Interior may be subject to disclosure under the Virginia Freedom of Information Act, 2.2-3700, *et seq.* or the Federal Freedom of Information Act, 5 U.S.C. § 552. All Parties agree to notify other Parties, in writing, of each request for information no more than five (5) business days from the date of receipt of the request.

XVII. RESERVATION OF RIGHTS AND PARTICIPATION IN SIMILAR ACTIVITIES

All Parties understand that this document is not intended to create and further legal rights or obligations among the Trustees or any other persons not a party to this MOA. Nothing in this MOA is to imply that the signatory government is in any way abrogating or ceding any responsibilities or authority inherent in its control or trusteeship over natural resources. This instrument in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.

XVIII. MODIFICATION OF AGREEMENT

This MOA may be modified only by a written document signed by all Trustees. It is acknowledged that additional agreements may be executed by the Trustees with regard to natural resource damage claims that arise and for planning for the assessment, restoration, replacement, rehabilitation, and/or acquisition of equivalent natural resources that may be injured, destroyed, or lost. These site- or incident-specific agreements shall not be considered modifications of this MOA.

XIX. TERMINATION

This MOA shall be in effect from the date of execution, unless terminated in advance by action of the Trustees. At any time the Trustees determine that there is no purpose served by this MOA, the MOA will terminate upon such a finding. Any Trustee may withdraw from this MOA at any time for any reason. In the event any Trustee withdraws from the MOA, it must provide thirty (30) calendar days written notice before the withdrawal can become effective.

In the event of the withdrawal of a Trustee, or at the termination of this MOA, each Trustee agrees to cooperate in preparing a full and complete accounting for and status report of all accounts managed jointly by the Trustees or their representatives pursuant to Section XV of this MOA.

This MOA is subject to renewal by action of the Trustees for five (5) year terms in successive periods.

XX. LIMITATION

Nothing in this MOA shall be construed as obligating the United States, the Commonwealth of Virginia, or any other public agency, their officers, agents or employees, to expend any funds in excess of appropriations authorized by law, or to expend funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or state law. This MOA does not apply to any site which is the subject of pending, settled or completed natural resource damage litigation under CERCLA, CWA, and/or OPA as of the effective date of this MOA. This MOA does not apply to or replace site- or incident-specific MOAs in existence as of the effective date of this MOA.

This document is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the Trustees will be handled in accordance with applicable laws, regulations, and procedures including those governing procurement by each Party of goods and services. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Trustees and shall be independently authorized by appropriate statutory authority.

XXI. THIRD PARTY CHALLENGES OR APPEALS

The rights and responsibilities contained in this MOA are subject to the availability of funding and are intended to be guidance for the respective Trustees. The provisions in this MOA shall not be construed as a basis of any third party challenges or appeals. Nothing in this MOA creates any rights or causes of action in persons not party to this agreement.

XXII. EXECUTION AND EFFECTIVE DATE

This MOA may be executed in counterparts. A copy with all original executed signature pages affixed shall constitute the original MOA. The effective date of the MOA shall be the date on which the last Trustee to sign the MOA does so sign, except that other duly designated Trustees may elect to become a party to this MOA, their participation will commence on the date this MOA is signed.

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COMMONWEALTH OF VIRGINIA AND THE
UNITED STATES DEPARTMENT OF THE INTERIOR



Hon. Matthew J. Strickler, Secretary of Natural Resources
Commonwealth of Virginia Trustee



Date

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Steve Glomb

Steve Glomb, Director
Office of Restoration and Damage Assessment
U.S. Department of the Interior

9/4/19

Date