

MEMORANDUM OF AGREEMENT

Between:

The U.S. Department of the Interior/Bureau of Land Management (BLM);
The Bureau of Ocean Energy Management (BOEM);
The Bureau of Safety and Environmental Enforcement (BSEE);
The U.S. Department of Transportation/Pipeline and Hazardous Materials Safety Administration (PHMSA);
The U.S. Environmental Protection Agency (EPA);
The U.S. Department of Homeland Security/U.S. Coast Guard (USCG);
The U.S. Department of Homeland Security/Transportation Security Administration (TSA);
The U.S. Department of Defense/Army Corps of Engineers (COE);
The Alaska Department of Natural Resources (ADNR);
The Alaska Department of Environmental Conservation (ADEC);
The Alaska Department of Labor and Workforce Development (ADOLWD);
The Alaska Department of Fish and Game (ADF&G);
The Alaska Department of Transportation & Public Facilities (ADOT&PF); and
The Alaska Department of Public Safety (ADPS)

Establishing an
Operating Agreement
For
The Joint Pipeline Office

I. GOAL

The State-Federal Joint Pipeline Office (JPO) was created in March 1990 to facilitate coordination, collaboration, and communication between State and Federal agencies in carrying out their oversight responsibilities of the Trans-Alaska Pipeline System (TAPS) and to potentially administer a proposed pipeline project to commercialize Alaska's North Slope natural gas¹. The scope of the JPO may potentially be increased to include petroleum and natural gas pipelines within the State of Alaska and the adjoining Outer Continental Shelf under the respective authorities or jurisdiction of one or more of the participating agencies or agency division.² The JPO is an appropriate intergovernmental structure where agencies can carry out their respective agency missions. The agencies share a desire to develop a system-wide approach to pipeline oversight and, while each agency has a unique mission, collectively, the participating agencies focus their resources on oversight activities that facilitate the safe and reliable transportation of oil and gas to market. The activities are intended to maintain or enhance the integrity of pipeline systems, protect public health, safety, property, and the environment through all phases of

¹ To be determined when a North Slope natural gas project reaches a Final Investment Decision.

² To be determined by the JPO on a case by case basis.

a pipeline project including pre-application, application, design, construction, operation, maintenance, termination, and abandonment/removal. Specific agency responsibilities are described in Attachment 1.

II. PURPOSE

The purpose of this Agreement is to perpetuate a more formal and effective intergovernmental partnership to provide coordinated State and Federal permitting, monitoring, enforcement, and preparedness planning activities on TAPS and potentially other petroleum and natural gas pipelines in the State of Alaska and the adjoining Outer Continental Shelf. This Agreement encourages an improved intergovernmental relationship that will coordinate interagency action in regulating and overseeing pipelines pursuant to each agency's laws and regulations.

The signatory agencies to this Memorandum of Agreement (Agreement) support the common goal of providing for a coordinated administrative and regulatory oversight of TAPS and potentially other petroleum and natural gas pipelines within the State of Alaska and the adjoining Outer Continental Shelf under the respective authorities or jurisdiction of one or more of the participating agencies or agency division. The agencies understand that there may be overlap in these given responsibilities and seek to clarify their authorities and responsibilities through a cooperative and coordinated effort.

III. OBJECTIVES

1. Provide coordinated review of permitting actions and oversight of any or all phases of operation on jurisdictional petroleum and natural gas pipeline systems.
2. Maintain and enhance the reliability of the transportation of oil and gas resources and preserve the asset life of the systems under agency jurisdiction.
3. Maintain and enhance the infrastructure integrity.
4. Minimize pollution and protect fish, wildlife and their habitat.
5. Maintain and enhance the safety of personnel and safe operations.
6. Maintain and enhance the capability and response to oil spills and other events.
7. Support the efforts to maintain and enhance security of petroleum and natural gas pipelines.

IV. AUTHORITY TO ENTER INTO AN AGREEMENT

1. Federal

Bureau of Land Management

- Trans-Alaska Pipeline Authorization Act (TAPPA), 43 U.S.C. 1651, et. Seq. as amended.
- Federal Land Policy and Management Act (FLPMA) of 1976, 43 U.S.C 1701, et. Seq. as amended.
- Section 28 of the Mineral Leasing Act of 1920, as amended

United States Coast Guard

- 14 USC Sec. 93(a)(20)

Transportation Security Administration (TSA)
- 49 USC Sec 114(m)

2. State

Department of Natural Resources – AS 38.05.020
Department of Labor and Workforce Development – AS 18.60.030(11)
Department of Environmental Conservation – AS 46.03.020(2)
Department of Fish and Game – AS 16.05.020(3)
Department of Public Safety – AS 44.41.020


V. ROLES OF AGENCY REPRESENTATIVES WITHIN THE JOINT PIPELINE OFFICE

Each agency will appoint a representative to act within the scope of their respective agency authority as codified by the U. S. Code, Alaska Statute, Code of Federal Regulations, Alaska Administrative Code, Presidential Executive Orders, Governor’s Administrative Orders, Federal Agreements and Grants of Right-of-Way, and the State Leases (ROWS). Agency representative duties may or may not be further defined within a Reimbursable Services Agreement, through agency manuals, policies, directives or through established Memoranda of Understanding or Agreement.

VI. AGENCY PARTICIPATION WITHIN THE JPO ENVIRONMENT

1. Management Team: The participating agencies have agreed to form a Management Team responsible for the coordination and allocation of JPO resources utilizing a team approach, as appropriate. The Management Team consists of designated agency representatives. It is agreed that the Management Team will be most effective when members share information (awareness) and make an effort to reach decisions through consensus (agreement or non-objection from those agencies with jurisdictional authority).

a) Responsibilities:

- Establish JPO, technical, and regulatory oversight priorities.
- Identify, plan, and respond to issues related to the stated objectives.
- Establish and empower ad hoc teams to support core objectives and JPO operational concerns. 
- Determine the relevance, disposition, or enactment of any operating agreements.
- Participate in team management meetings.
- Schedule and facilitate executive council meetings.
- Support the Incident Command System (ICS) structure for event response.
- Address and coordinate issues that have system wide impacts.
- Support and facilitate communication with non-JPO agencies.

- b) Functions:
- Promote open and transparent communication.
 - Coordinate in a timely manner with appropriate agencies.
 - Act on recommendations from teams.
 - Define objectives, roles, and responsibilities of teams.
 - Develop team decision making protocols.
 - Elevate unresolved issues to members with jurisdictional authority.
2. Administrative Support Team: For the purposes of managing administrative activities associated with office operations where agencies are physically co-located, decisions will be made by the designated representatives of any agencies physically co-located within the office.
3. Subcommittee Teams: Teams may be multi-disciplinary consisting of representatives from multiple agencies charged with integration of the core objectives of this Agreement, agency regulatory requirements and the various ROW requirements into a unified method to evaluate pipeline operator programs, procedures and processes. Examples of ad hoc teams are described below. Other teams may be formed as necessary.
- a) Subcommittee Coordinators: The principle responsibility of a team coordinator is to schedule and run the team meetings. This includes drafting agendas and ensuring meetings are documented. The work of the teams will be issue driven. Team coordinators will also ensure appropriate agencies are represented and consulted.
- b) Examples Ad hoc Teams
- Corrosion
 - Oil Spill Contingency Planning
 - Emergency Preparedness and ICS Team
 - Integrity Management (issue driven subjects would include management of change, reliability, loss of expertise and low throughput)
 - Lands, Permits, and Environment
 - Technical
 - Project Oversight
 - Event Response
4. Case file management: Each agency will maintain their respective case files.
5. Shared Services Agreement: Agencies may enter into separate agreements to share services as they deem necessary. For example, in the past, BLM and DNR operated under a shared services agreement for office space, IT systems, building security/front desk, and public information. Also, the State Pipeline Coordinator's Section (SPCS) funds costs associated with participation of State Agency Representatives through separate reimbursable service agreements.
6. Communications:

- a) Media: The JPO participating agencies agree that a coordinated effort to develop a unified approach for external communications is in the best interest of the organization.
 - b) Oil and Gas Industry: The JPO participating agencies also agree that a coordinated effort to develop a unified approach for communicating with oil and gas industry representatives on major cross-agency issues is in the best interest of the organization.
 - c) Internal: Agency representatives agree to share information concerning construction projects, maintenance, operations and oversight of petroleum and natural gas pipelines, necessary to facilitate the terms of this Agreement.
7. Coordination of oversight activities: The participating agencies may agree to coordinate their oversight efforts. In the execution of their respective responsibilities, each agency may develop an annual work plan based on agency priority areas, in coordination with other JPO agencies. Coordination of efforts to reduce redundant regulatory burden on industry is essential to effective oversight.

VII. IT IS MUTUALLY AGREED AND UNDERSTOOD THAT:

1. This Agreement is intended only to improve the working relationships of the participating agencies in connection with their oversight activities and compliance decisions regarding TAPS and potentially other petroleum and natural gas pipelines in the State of Alaska and the adjoining Outer Continental Shelf and is not intended to, nor does it create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity by any person or party against the United States, its agencies and its officers. Nothing in this Agreement obligates the participating agencies to expend appropriations or enter into any contract or other obligation.
2. Nothing in this Agreement shall affect the statutory responsibility or authority of any agency. Nothing in this Agreement shall be construed as obligating any agency to the expenditure of funds in excess of appropriations authorized by law, or otherwise commit any agency to actions for which it lacks statutory authority or funding.
3. This Agreement may be modified or amended upon written request of any party hereto and the subsequent written concurrence of all participating agencies.
4. The terms of this Agreement are not intended to be enforceable by any party other than the signatories hereto.
5. The participating agencies intend to fully carry out the terms of this Agreement. All provisions in this Agreement, however, are subject to available resources. In addition, this Agreement does not limit the ability of any of the participating agencies to review and respond to issues.

6. Termination Clause - Any party to this agreement may withdraw at any time by providing a 60-day written notice to the Management Team.
7. Dispute Resolution - While retaining ultimate responsibility for making determinations and exercising their individual responsibilities in accordance with existing statutory responsibilities, the jurisdictional agencies will consult with each other to resolve disputes using existing dispute resolution methods and in accordance with existing statutory authorities. Notwithstanding, if agreement cannot be reached each agency retains its' authority to take action pursuant to its' authority.
8. Confidentiality Statement: State and Federal agencies agree to maintain the confidentiality of properly marked documents and other information, as appropriate, received from other parties to the extent permitted by their respective State and Federal laws.

DRAFT

VIII. APPROVALS

_____ Date _____

Alaska State Director, Bureau of Land Management
U.S. Department of the Interior

_____ Date _____

Regional Director, Minerals Management Service
U.S. Department of the Interior

 _____ Date _____

Commander, Seventeenth District, U.S. Coast Guard
U.S. Department of Homeland Security

_____ Date _____

Administrator, Pipeline and Hazardous Materials Safety Administration
U.S. Department of Transportation

_____ Date _____

Assistant Regional Administrator for Alaska
U.S. Environmental Protection Agency, Region 10

_____ Date _____

District Engineer, Army Corps of Engineers
U.S. Department of Defense

_____ Date _____

General Manager, Transportation Security Administration
U.S. Department of Homeland Security

_____ Date _____

Commissioner, Alaska Department of Environmental Conservation

_____ Date _____

Commissioner, Alaska Department of Fish and Game

_____ Date _____

Commissioner, Alaska Department of Labor and Workforce Development

_____ Date _____

Commissioner, Alaska Department of Natural Resources

_____ Date _____

Commissioner, Alaska Department of Public Safety

_____ Date _____

Commissioner, Department of Transportation and Public Facilities