

**MEMORANDUM OF AGREEMENT
AMONG
BUREAU OF SAFETY AND ENVIRONMENTAL ENFORCEMENT (BSEE)—
DEPARTMENT OF THE INTERIOR,
BUREAU OF OCEAN ENERGY MANAGEMENT (BOEM)—DEPARTMENT OF THE
INTERIOR,
AND
U.S. COAST GUARD (USCG)—DEPARTMENT OF HOMELAND SECURITY
REGARDING
JOINT FEDERAL PLANNING FOR OIL POLLUTION RESPONSE AND
DECOMMISSIONING PROCEDURES FOR MISSISSIPPI CANYON BLOCKS 20 (OCS
LEASE G04935) AND 21 (OCS LEASE G15459), AND SOUTH PASS BLOCK 73 (OCS
LEASE G15371)**

This Memorandum of Agreement (MOA or Agreement) is made by and among the Bureau of Safety and Environmental Enforcement (BSEE), the Bureau of Ocean Energy Management (BOEM) and the United States Coast Guard (USCG), collectively referred to herein as the “Participating Agencies.”

A. PURPOSE

This Agreement establishes a framework for coordination among the Participating Agencies for future operations undertaken to mitigate the oil spill and decommission the oil and gas facilities located on Mississippi Canyon Blocks 20 and 21 and South Pass Block 73--Gulf of Mexico Outer Continental Shelf (OCS) Leases G04935, G15459, and G15371 (referred to collectively herein as the “MC-20 Site” or the “Leases”). The Agreement outlines a federal Unified Command (UC) structure to be used by the Participating Agencies in carrying out their independent roles under applicable authorities established by federal statutes, regulations, and policy. This Agreement is intended to clarify how the Participating Agencies will work together and coordinate to exercise their independent legal authorities at the MC-20 Site.

B. OBJECTIVE

This Agreement sets out strategic objectives, operational goals, and scheduling benchmarks for developing, implementing, and monitoring appropriate decommissioning and removal actions at the MC-20 Site in accordance with the Outer Continental Shelf Lands Act (OCSLA), the Oil Pollution Act of 1990 (OPA), the Clean Water Act (CWA), the National Contingency Plan (NCP), as well as other applicable federal regulations, guidance, and policy. Through this Agreement, the Participating Agencies intend to minimize duplication of efforts; promote consistency in procedures when the Participating Agencies are exercising their independent authorities; delineate responsibilities between decommissioning activities and removal actions; and maximize the likelihood of safely, efficiently, and effectively decommissioning the MC-20 Site and Facility while simultaneously protecting the surrounding navigable waters from further oil pollution.

Participating Agencies will seek to implement this Agreement in accordance with other existing agreements in effect. *See* Section F Relevant Agreements.

C. **DEFINITIONS**

Except as provided in this section or otherwise explicitly stated herein, the definitions in the CWA, OPA, OCSLA, and their respective implementing regulations, including the NCP, will control the meaning of the terms used in this Agreement. The following definitions are provided to offer additional clarification for purposes of this Agreement. However, if any of the following terms are amended by revisions to CWA, OPA, OCSLA, or implementing regulations, after the effective date of this Agreement, the revised definition will control the meaning of that term.

1. **“Decommissioning”** or **“decommissioning activities”** means returning a lease to a condition that meets the requirements of applicable regulations to reduce/eliminate interference with other uses of the OCS and remediate any environmental hazards caused by lease operations (see, e.g., 30 C.F.R. §§ 250.1700, 250.1703, 250.300(a)(1)). Decommissioning commonly entails formation isolation (including plugging and abandonment); severing well casings 15 feet below the mudline (BML) where applicable; removing any remaining platform structures if required; properly disposing of any removed platform in a scrap yard or by placing the platform at an artificial reef site; and performing site clearance verification at the platform location to ensure that no debris or potential obstructions to other users of the OCS remain. Additionally, uncommon decommissioning techniques at the MC-20 Site and Facility may be used, to include additional structure installation (cofferdam), jetting and excavation work, intervention wells, soil remediation during site clearance, etc. 30 C.F.R. part 250, subpart Q; 30 C.F.R. §§ 250.141, 250.142.
2. **“Decommissioning Funds”** means the funds previously in the “Taylor Energy Decommissioning Trust” which, pursuant to the Consent Decree, were transferred to BOEM from J.P Morgan Chase on June 6, 2022, exclusively for purposes of performing decommissioning activities (including soil remediation) relating to the MC-20 Site and Facility consistent with the relevant DOI regulations, including 30 C.F.R. part 250.
3. **“Incident”** means any occurrence or series of occurrences having the same origin, involving one or more vessels, facilities, or any combination thereof, resulting in the discharge or substantial threat of discharge of oil.
4. **“Incident Action Plan”** (IAP) means an oral or written plan containing general objectives reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for management of the incident during one or more operational periods. [Reference: U.S. Department of Homeland Security, U.S. Coast Guard Incident Management Handbook, COMMANDANT PUBLICATION (COMDTPUB) P3120.17B Glossary, pg 25-12, May 2014.]
5. **“Incident Management Team”** (IMT) means the Incident Commander (IC) and appropriate Command and General Staff personnel assigned to an incident. [Reference:

U.S. Department of Homeland Security, U.S. Coast Guard Incident Management Handbook, COMDTPUB P3120.17B Glossary, pg 25-13, May 2014.]

6. “MC-20 Facility” or “Facility” means all platforms, wells, pipelines, and any other structures or equipment on Lease OCS-G 04935 (Mississippi Canyon Block 20) including Wells A-1 through A-18 and A-22 through A-24; the part of Lease OCS-G-15459 (Mississippi Canyon Block 21) on which Wells A-19 through A-21 and A-25 through A-27 are located; and the part of Lease OCS-G 15371 (South Pass Block 73) on which Well A-28 is located, together with the submerged land under or containing these structures and equipment.
7. “MC-20 Site” means the location or site of the MC-20 Facility and the immediate surrounding area.
8. “Removal” or “Removal Actions” means the containment and removal of oil from the water and shorelines or the taking of such other actions as may be necessary to prevent, minimize, or mitigate damage to the public health or welfare, including, but not limited to, fish, shellfish, wildlife, and public and private property, shorelines, and beaches. (33 U.S.C. §§ 1321(a)(8), 2701(30)).
9. “Unified Command” (UC) means an application of Incident Command System (ICS) used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the Unified Command to establish their designated Incident Commanders at a single Incident Command Post and to establish a common set of objectives and strategies and a single Incident Action Plan. This is accomplished without the independent agencies losing or abdicating their separate authorities, responsibilities, or accountabilities. The MC-20 UC is led by USCG and BSEE. [Reference: U.S. Department of Homeland Security, U.S. Coast Guard Incident Management Handbook, COMDTPUB P3120.17B Glossary and Chapter 5, May 2014].

D. BACKGROUND

Sohio Petroleum Company (Sohio) originally leased the mineral rights for Lease G04935 in 1981. BP¹ later acquired and merged with Sohio in 1987. The lessee installed the MC-20A platform (the “Platform”) and drilled 18 wells from the Platform. Then, in April 1994, BP assigned the Lease G04935 to Taylor Energy Company LLC (Taylor Energy). Taylor Energy drilled three additional wells from the Platform following the assignment from BP.

Union Oil Company of California (UNOCAL) leased the mineral rights for Lease G15459 in July 1995. UNOCAL assigned this lease to Taylor Energy in November 1996 without having drilled any wells or installed any facilities. Taylor Energy drilled the six wells associated with Lease G15459 from the Platform following the assignment from UNOCAL.

Taylor Energy was assigned operating rights interests on Lease G15371 in May 2001 from Pogo Producing Company, Pure Resources, L.P., and Chieftain International (U.S.) Inc. Taylor Energy drilled one well into this lease from the Platform after acquiring the associated operating rights. Pogo Producing Company, Pure Resources, L.P., Chieftain International (U.S.) Inc., and Hunt

¹ “BP” refers collectively to the following: BP plc., BP Exploration & Production Inc., or BP Exploration & Oil Inc.

Chieftain Development, L.P. were record title interest holders on the lease when this well was drilled.

By September of 2004, the Taylor Energy MC-20A Platform was connected to 28 oil and gas wells drilled to the three different Leases (G04935, G15459, and G15371) on the Gulf of Mexico OCS.

On September 16, 2004, the Platform was toppled by a mudflow event associated with Hurricane Ivan, which moved the Platform approximately 550 feet down slope to the southeast from its original location. The 28 oil and gas wells associated with the Leases and connected to the Platform were damaged and buried in sediment.

Since 2004, there has been an ongoing discharge of oil and gas in the vicinity of the northwest corner of the Platform's current location, and there have been ongoing studies and investigations conducted in an effort to determine the sources and magnitude of those discharges.

From 2008-2011, Taylor Energy attempted to secure the oil and gas wells associated with the Leases through the drilling of nine intervention wells using unconventional methods to plug the wells. The integrity of the nine wells Taylor Energy attempted to plug remains unknown.

In 2008, the Department of the Interior (DOI) negotiated with Taylor Energy to set aside \$666.3 million in a trust account (Taylor Energy Decommissioning Trust) to fund certain decommissioning actions at the MC-20 Site.

From 2008 until November 2018, efforts to address the release at the MC-20 Site were coordinated through a UC established in accordance with the NCP under the direction of the USCG's federal onscene coordinator (FOOSC).

On November 16, 2018, the USCG issued a Notice of Federal Assumption, asserting authority under Section 311(c) of the CWA, as amended, for all activities related to the development and installation of a containment system; removal and disposal of oil collected in that containment system; and maintenance of the containment system at the MC-20 Site.

Since April 2019, the USCG, with a contracted third party, has operated and maintained a containment system at the MC-20 Site. At the signing of this Agreement, it is estimated that the containment system collected in excess of one million gallons of oil. The installation of the containment system and subsequent federal removal activities at the MC-20 Site have been paid for by the United States, drawing on the Oil Spill Liability Trust Fund (OSLTF).

The United States and Taylor Energy filed multiple legal challenges related to the federal response actions at the MC-20 Site as well as Taylor Energy's liability under OCSLA, OPA, and CWA.

On December 21, 2021, the United States and Taylor Energy reached a settlement through which Taylor Energy waived any remaining claims to the Taylor Energy Decommissioning Trust funds. The terms of the settlement are memorialized in the Consent Decree entered by the District Court for the Eastern District of Louisiana on March 17, 2022. All pending federal litigation was

dismissed with prejudice on May 24, 2022, and Taylor Energy's pending administrative appeal before the Interior Board of Land Appeals was dismissed on May 26, 2022.

The Consent Decree is incorporated by reference and attached to this Agreement as Appendix A. The remaining Decommissioning Trust funds, \$432,523,718.00, were transferred from the Taylor Energy Decommissioning Trust to BOEM on June 6, 2022.

E. STATUTORY AUTHORITIES

The USCG enters into this Agreement under the authority of 14 U.S.C. §§ 504(a)(20) and 701. The USCG's activities under this agreement are pursuant to the following sources of authority: OCSLA, as amended, 43 U.S.C. §§ 1331 *et seq.*, including §§ 1333, 1347, 1348, 1356; OPA, 33 U.S.C. §§ 2701 *et seq.*, including 33 U.S.C. § 2712(a)(5)(A); Section 311 of the Federal Water Pollution Control Act, also known as the CWA, 33 U.S.C. § 1321; the Maritime Transportation Security Act, 46 U.S.C. § 70103; and Executive Order 12777. Applicable USCG regulations are found under parts of Titles 33 (Navigation and Navigable Waters), including 33 C.F.R. §§ 1.01-80, and 46 (Shipping) of the Code of Federal Regulations (C.F.R.). In addition, the USCG exercises authority under the National Contingency Plan (NCP)(40 C.F.R. part 300) for oil and hazardous substance pollution incidents that occur within or threaten the coastal zone of the U.S., including in its role as the predesignated FOSC under 40 C.F.R. § 300.120. The USCG FOSC may call upon other federal agencies during response planning and implementation to provide assistance in their respective areas of expertise, as described in § 300.175, consistent with the agencies' capabilities and authorities. *See* 40 C.F.R. § 300.170.

BSEE enters into this Agreement under the authority of OCSLA, as amended, 43 U.S.C. §§ 1331 *et seq.*, including §§ 1334, 1347, 1348; Section 311 of the Federal Water Pollution Control Act, also known as the CWA, 33 U.S.C. § 1321; and Executive Order 12777. Applicable BSEE regulations are found under parts of Title 30 (Mineral Resources) of the Code of Federal Regulations, including parts 250 and 254. BSEE, as a Bureau within DOI, is responsible under OCSLA for the development, oversight, and enforcement of safety and environmental standards for offshore energy and mineral operations on the OCS. In the event of an oil discharge or threat of an oil discharge from an offshore facility on the OCS, BSEE is responsible for monitoring and directing efforts to obtain control over and secure the sources of discharge from systems and subsystems as delineated in BSEE and USCG MOAs. These actions by BSEE are conducted in accordance with OCSLA and OPA authorities.

BOEM enters into this Agreement under the authority of OCSLA and the implementing regulations in 30 C.F.R. parts 550, 551, and 556. BOEM is responsible for the oversight and authorization of geological and geophysical activities on the OCS, compliance with the National Environmental Policy Act (NEPA), and the administration of funds collected as financial assurance from defaulting parties to remedy noncompliance on the OCS. Pursuant to 43 U.S.C. § 1338a, BOEM has received the funds from the Decommissioning Trust.

F. RELEVANT AGREEMENTS²

Under the following separate agreements, the Participating Agencies have divided certain responsibilities. Nothing herein is intended to affect the implementation or administration of these agreements.

1. *United States v. Taylor Energy Company LLC*, Civil Case No.20-2910, Consent Decree entered (E.D.LA., Mar. 17, 2022). *See* Appendix A.
2. BSEE/USCG MOA: OCS-03, Memorandum of Agreement Between the Bureau of Safety and Env. Enforcement - U.S. Department of the Interior and the U.S. Coast Guard- U.S. Department of Homeland Sec. (January 18, 2017), Oil Discharge Planning, Preparedness, and Response (MOA OCS-03). *See* Appendix B.
3. BOEM/BSEE MOA: NEPA and Environmental Compliance (October 1, 2018). *See* Appendix C.
4. BSEE/USCG Gulf of Mexico Outer Continental Shelf Pollution Risk Identification, Strategy and Mitigation (PRISM) Standard Operating Procedures (Dec. 2020). *See* Appendix D.

G. PARTICIPATING AGENCY ROLES & RESPONSIBILITIES

At the MC-20 Site, the USCG, under the FOSC authority, will lead oil removal actions, and BSEE will lead all decommissioning activities. Agency responsibilities involve contracting for and overseeing the work of contractors performing work at the MC-20 Site which falls within that Agency's roles and responsibilities, set forth below.

1. USCG's Roles and Responsibilities

The USCG agrees to use their best efforts to accomplish the following tasks:

- a. Establish FOSC representation within the IMT to ensure compliance with Section 300.120 of the NCP. This representative will provide the authority for all removal actions at the MC-20 Site.
- b. FOSC is to establish a UC, which will be staffed by appointed Incident Commanders (ICs) from BSEE and USCG.
- c. Conduct removal actions at MC-20 Site pursuant to the OPA, CWA, and NCP. This includes, but is not limited to, making determinations regarding containment or recovery of oil released at the MC-20 Site by continuing to maintain and operate the current oil containment system, implementing a different containment method, or determining that containment or recovery of oil is no longer required.

² Participating Agencies agree to update the listed Agreements, which are included herein as appendices, as they are amended or as other relevant agreements are created.

- d. During federal decommissioning operations at the MC-20 Site and Facility, the USCG, in coordination with BSEE, will ensure an adequate response plan is in place and can be activated to respond to an oil discharge at the MC-20 Site.
- e. Conduct oil pollution monitoring at the MC-20 Site.
- f. Provide oversight for resource demobilization related to any equipment used in pollution containment and removal at the MC-20 Site.
- g. Provide appropriate safety zones, as needed.

2. ***BSEE's Roles and Responsibilities***

BSEE agrees to use their best efforts to accomplish the following tasks:

- a. Conduct necessary site assessment(s) to locate conductors and other debris to develop long-term decommissioning plans for the MC-20 Site and Facility.
- b. Direct action to accomplish final decommissioning of the MC-20 Site and Facility.
- c. Seek industry input as needed to support the Objectives under this Agreement.
- d. Oversee efficient and effective integrated federal decommissioning operations at the MC-20 Site and Facility supported by contractors. Contractors will be awarded based on normal contracting practices, which may include a Technical Evaluation Committee made up of interagency personnel.
- e. For purposes of staffing positions within the UC, BSEE will designate an MC-20 Incident Commander and Source Control Support Coordinator to support the USCG FOSC.
- f. Coordinate with BP as needed regarding decommissioning plans at the MC-20 Site and Facility.

3. ***BOEM's Roles and Responsibilities***

BOEM agrees to use their best efforts to accomplish the following tasks:

- a. Disburse funds received from the Taylor Energy Decommissioning Trust for performance of decommissioning activities at the MC-20 Site and Facility, in accordance with the Consent Decree and applicable regulations.
- b. Assist with development and implementation of any geological and geophysical activities to support USCG and BSEE actions at the MC-20 Site and Facility.
- c. Undertake any necessary environmental analyses in compliance with the National Environmental Policy Act of 1969 (NEPA) to support BOEM and BSEE actions at the MC-20 Site and Facility.

H. AGENCY COORDINATION

The Participating Agencies intend to coordinate BSEE's decommissioning efforts with the removal action(s) conducted by USCG under each agency's regulatory authorities. The

Participating Agencies have agreed to use the Incident Command System (ICS) to facilitate and coordinate federal activities at the MC-20 Site.

1. Unified Command Structure

The IMT will be led by a Unified Command (UC), which will be staffed by appointed Incident Commanders (ICs) from BSEE and USCG. These ICs will have the authority necessary to take appropriate action(s) on behalf of their respective agencies to achieve the UC's objectives. Considerations for each Participating Agency's roles and responsibilities, identified in Section G, will be factored into the selection of the appropriate ICs by their respective agencies.

The UC's objectives will be documented in the Incident Action Plan (IAP), which is managed by the IMT's Planning Section Chief (PSC). IAP documents are identified in the U.S. Department of Homeland Security, U.S. Coast Guard Incident Management Handbook, COMDTPUB P3120.17B. The scope and frequency of the IAP can be adapted to the management requirements of the UC based on feedback from the IMT. The IMT staff will use the most current IAP to generate the most appropriate course of actions to be implemented at the MC-20 Site.

The UC will use feedback from the IMT in conjunction with guidance provided by the U.S. Coast Guard Incident Management Handbook to identify acceptable IMT staffing and organizational structure. The IMT staff and construct will be documented on the ICS 207 Incident Organization Chart (*see* Appendix E). Each Participating Agency may make staffing adjustments and personnel changes as needed, always ensuring the current IMT is appropriately staffed and accurately reflected on the ICS 207, which is maintained by the PSC.

2. Agency Executives

The UC will coordinate with designated Agency Executives (who are not part of the UC) from the Participating Agencies to ensure the Objectives of this Agreement are met and each Participating Agency's cessation points are achieved (*see* Sections S and T) at the MC-20 Site. These Agency Executives will be designated on the ICS 207. Strategic project management tasks and objectives identified during the periodic meetings between the UC and the Agency Executives will be documented as a Plan of Action and Milestones (POAM), which will be maintained by the IMT's Documentation Unit Leaders (DOCL) or the PSC for incorporation into UC objectives.

The Participating Agency Executives agree to establish short-term and long-term timetables and milestones to assist the strategic planning necessary to meet the Objectives of this Agreement. Within 60 days of signing this Agreement, the Agency Executives, in cooperation with members of the UC, will establish key timetables and milestones for a five-year rolling period consisting of the current fiscal year (FY) plus four additional fiscal years (FY+1, FY+2, FY +3, and FY+4). This information will be memorialized and periodically updated. The UC will engage with the Participating Agencies to track and report on the established short- and long-term milestones and corresponding timetables.

As further described in Section N below, Agency Executives also are available for resolution of disputes that may arise within the UC.

3. Financial Planning

The USCG and BSEE Finance Section Chiefs (FSCs) staffed within the IMT are responsible for tracking costs and facilitating the financial management process with the appropriate Participating Agency personnel regarding work conducted at the MC-20 Site. BSEE and USCG FSCs will periodically provide, at the direction of the UC, accounting documentation that identifies approved expenditures with a one-year budget projection to the UC and Agency Executives. Additionally, the BSEE and USCG FSCs are responsible for collaborating with Participating Agency personnel to report the potential of additional funding sources, as necessary, to reach the cessation of activities identified in Section S. Participating Agencies agree to continue to cooperate, support funding transparency, and take efforts to meet the Objectives of this Agreement.

I. PUBLIC RELATIONS

Participating Agencies intend to keep key stakeholders and the public informed of actions at the MC-20 Site, but recognize inherent limitations exist due to proprietary information of third parties. Participating Agencies will designate public affairs personnel to collaborate within the IMT to report on actions taken under this Agreement in order to facilitate transparency to the public for federal decisions and activity at the MC-20 Site.

J. DOCUMENT AND DATA SHARING/RETENTION PLANNING

The Participating Agencies intend to share their site assessments, studies, risk analysis, and other records relating to federal decommissioning or removal actions at the MC-20 Site. Each Participating Agency will have a documentation representative within the IMT. A Documentation Plan will be prepared by the Documentation Unit and managed by the Documentation Unit Leader (DOCL). The Documentation Plan will address agency-specific IMT documentation archival processes, and collaborative file sharing between Participating Agencies. The Documentation Plan will include documentation marking and handling requirements for Controlled Unclassified Information, consistent with 32 C.F.R. part 2002, which will be updated by the DOCL as needed within the IMT. This includes, but is not limited to, sensitive material, confidential business information (CBI), and personally identifiable information (PII).

Each Participating Agency will use documentation personnel to maintain its own administrative records for agency actions undertaken pursuant to this Agreement. The Participating Agencies intend to establish separate administrative records for actions taken under their respective authorities pursuant to this Agreement. The Participating Agencies will finalize these records in accordance with their own regulations and guidance documents.

K. AFTER ACTION REVIEWS/REPORTS & OTHER DOCUMENTATION

The USCG will continue to track the on-going removal action(s) at the MC-20 Site through pollution reports or situation reports (SITREPs), as well as through specific operational reports

provided by the contractor to the USCG with oversight of the oil containment operation(s). Once the federal response is complete, the USCG will follow its own policies and procedures for drafting an After Action Report(s) for this MC-20 incident.

BSEE will track federal decommissioning operations at the MC-20 Site through the existing permitting databases as well as through specific operational reports required or provided by the contractor performing decommissioning operations. Once the decommissioning operations are deemed complete, BSEE will follow its own policy and procedures for drafting an After Action Report(s) for the decommissioning work conducted at the MC-20 Site.

L. CONTRACTING & FUNDING

CONTRACTING. Each Participating Agency will follow all applicable laws, rules, and regulations for issuing contracts to third parties to meet the objectives of this Agreement. To support interagency coordination, Participating Agencies may need to establish technical evaluation committees who operate under the direction of the Contracting Officer. Members of the MC-20 UC may have representatives on these technical evaluation committees to provide input into the contracting process. As done previously, the technical evaluation committees may include representatives from BSEE, BOEM, USCG, and the National Oceanic and Atmospheric Administration (NOAA), as appropriate.

FUNDING SOURCES. Available funding at the signing of this Agreement is as follows:

(1) *Decommissioning Funds:* Pursuant to the Consent Decree, \$432,523,718 from the former Taylor Energy “Decommissioning Trust” was transferred to DOI for the exclusive purpose of performing decommissioning activities (including soil remediation) relating to the MC-20 Facility and MC-20 Site consistent with the relevant DOI regulations. Pursuant to the Consent Decree, DOI’s use of the Decommissioning Funds may include, “in its sole discretion, studies, planning, and work relating to the decommissioning activities (including soil remediation) relating to the MC-20 Site and Facility consistent with the relevant DOI regulations.” See, Appendix A.

(2) *Removal Action Costs:* Under 33 U.S.C. §§ 2712 (a)(1) and 2752 (b), the Oil Spill Liability Trust Fund (OSLTF) is available to pay removal costs as defined in 33 U.S.C. § 2701(31). The Participating Agencies understand that National Pollution Funds Center (NPFC) INSTRUCTION 7300.1B (Technical Operating Procedures for Determining Removal Costs under the Oil Pollution Act of 1990) provides authoritative guidance on when the OSLTF will be available to reimburse removal costs. The Participating Agencies further understand that the NPFC has the sole delegated authority to determine whether the OSLTF will be available to reimburse removal costs determined by the FOOSC to be consistent with the NCP. Participating Agencies will follow established policies and procedures established by NPFC under OPA. Notwithstanding BSEE’s position within the Unified Command structure, BSEE’s

decommissioning activities will be authorized and funded separately from the USCG FOSC's activities in responding to oil pollution.

M. CREATION OF DANGER

In the event that a Participating Agency, pursuant to its authority, determines that any on-site activities or work being implemented under this Agreement may create an immediate threat to human health or the environment, it may stop any work or on-site activities for such period of time as needed to respond to or abate the danger. Examples of situations that warrant Participating Agencies to stop work or on-site activities are outlined in the Stop and Resume Work Authority section of the MC-20 UC Federalized Removal Actions and Decommissioning IAP.

The decision to stop work under this Section requires the Participating Agency making the determination to immediately notify the BSEE IC and FOSC. Participating Agencies agree to follow the procedures on stopping and resuming work as outlined in the IAP for MC-20 UC.

Any creation of danger or pollution event caused by work being performed under a third-party contract will immediately be reported to the Contracting Officer for that procurement who will then issue either a Suspension of Work or Stop Work Order in accordance with the terms and conditions of the contract to the vendor performing the work.

N. RESOLUTION OF DISPUTES

Disputes among the Participating Agencies will initially be brought to the attention of the UC for resolution. In the event a resolution cannot be reached at the UC level, the Participating Agencies may raise the dispute to the Agency Executives of the Participating Agencies as identified on the ICS 207 Incident Organization Chart (*see* Appendix E), for resolution. If the appropriate Agency Executives cannot reach a resolution, then each Participating Agency may elevate the dispute to their appropriate agency directorate or division for resolution. Notwithstanding this process for resolving disputes, the ultimate decision-making authority will remain with the appropriate jurisdictional lead agency.

O. CONTACTS

The Participating Agencies will identify in writing their representatives and contact information for the purposes of keeping each other informed of issues, relevant applications, routine policy determinations, and to coordinate joint activities taken at the MC-20 Site. Participating Agency staff responsible for the implementation and maintenance of this Agreement are:

For the USCG, the USCG Sector New Orleans, Sector Commander, has been delegated the FOSC authority and is responsible to maintain that position until the FOSC determines that the

MC-20 Site no longer warrants a removal action pursuant to 40 C.F.R. part 300. USCG Eighth District will identify staff personnel to provide logistical and administrative support to the FOSC, and to assist with operational planning and review; the Eighth District Commander will also serve as an Agency Executive. The Director, Emergency Management (CG-5RI), is responsible for identifying headquarters representatives for an Agency Executive position, and for providing response policy guidance to the FOSC in coordination with its Office of Marine Environmental Response (CG-MER) and other USCG Headquarters entities as needed.

For BSEE, the Gulf of Mexico Region (GOMR) Office of the Regional Director (ORD) is responsible for identifying appropriate headquarters and regional representatives.

For BOEM, the GOMR ORD is responsible for identifying appropriate regional representatives.

The attached Appendix F entitled, "Points of Contact," lists respective points of contact for implementation of this Agreement. The list of points of contact will be reviewed annually and updated as needed by the relevant Participating Agency, which then documents and communicates these updates to the other Participating Agencies. Any updates to the Points of Contact will not constitute material changes to this Agreement and will become an addendum to the Appendix and incorporated herein for all purposes. Version date should be included on any updated addendum. The UC will maintain an ICS 205 Communications List, which lists each person, position/agency, and contact information of federal agency members involved in federal decommissioning or removal actions at the MC-20 Site.

P. EFFECTIVE DATE

The terms of this Agreement become effective upon signature by the Participating Agencies.

Q. AMENDMENTS TO THE MEMORANDUM OF AGREEMENT

This MOA may be amended in writing by the mutual agreement of the Participating Agencies.

Amendments to the appendices to this MOA do not require formal approval by the signatories for the Participating Agencies below, but will be adopted upon approval by the UC. Such updates to the appendices will be entitled, "Updated [requisite title] version [date]."

R. GENERAL PROVISIONS

1. Nothing in this Agreement alters, amends, or affects in any way the statutory or regulatory authority of the respective Participating Agencies or other agencies.
2. Nothing in this Agreement limits informal consultations not otherwise mentioned in this agreement.
3. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of Participating Agencies. If a term of this Agreement is inconsistent with such authority, then that term will be invalid, but the remaining terms and conditions of this Agreement will remain in full force and effect.
4. In the event a Participating Agency receives a Freedom of Information Act (5 U.S.C. § 552) request or other request for records related to the subject of this Agreement, it will timely:

- (a) consult with the other Participating Agencies before releasing any responsive records to the requester when another Participating Agency has a substantial interest in the responsive records; and when appropriate (b) refer the request to the other Participating Agency for processing when the responsive records originated with the other Participating Agency. A Participating Agency that receives a consultation request under (a) will respond to the request on a timely basis. Participating Agencies will follow their own policies and procedures for responding to information requests.
5. Nothing in this Agreement may be construed to obligate or commit funds or serve as the basis for a transfer of funds. Nothing in this Agreement may be construed to obligate the Participating Agencies to any current or future expenditure of resources in advance or in excess of the availability of appropriations from Congress. Nor does this Agreement obligate the Participating Agencies to spend funds on any particular project or purpose, even if the funds are available.
 6. This Agreement 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 or its agencies, officers, or any other person.

S. CESSATION OF ACTIVITIES

Cessation of activity at the MC-20 Site and Facility will occur when BSEE determines that no further decommissioning is warranted pursuant to 30 C.F.R. part 250, subpart Q, and the USCG FOSC determines that the MC-20 Site no longer warrants a removal action pursuant to 40 C.F.R. part 300.

T. TERMINATION

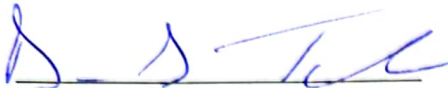
This Agreement will no longer be in effect once federal operations at the MC-20 Site cease pursuant to Section S of this Agreement. This determination by the Participating Agencies will be memorialized in writing and submitted to the UC.

In the event that a Participating Agency seeks to terminate the Agreement before federal operations at the MC-20 Site cease, it may terminate the Agreement upon a 90-day written notice to the Points of Contact on Appendix F who include USCG FOSC, IC BSEE, BOEM Regional Director, and Executive Agency members.

If other Participating Agencies dispute that the Agreement should be terminated, Participating Agencies will follow the Resolution of Disputes process set forth in Section N of this Agreement.

U. APPROVED BY:

U.S. Coast Guard



Ms. Dana Tulis
Director, Emergency Management
U.S. Coast Guard
U.S. Department of Homeland Security

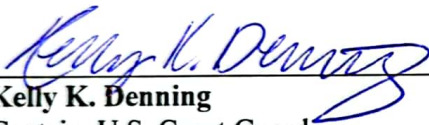
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Date



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TIMME.RICHARD.V.1014541663
Date: 2022.12.05 19:28:05 -06'00'

Richard V. Timme
Rear Admiral, U.S. Coast Guard
Commander, Eighth Coast Guard District

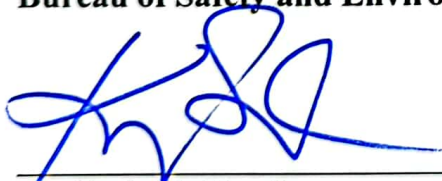
05DEC22
Date



Kelly K. Denning
Captain, U.S. Coast Guard
Commander, Coast Guard Sector New Orleans
Federal On-Scene Coordinator

06 DEC 22
Date

Bureau of Safety and Environmental Enforcement



Mr. Kevin M. Sligh Sr.
Director
Bureau of Safety and Environmental Enforcement
U.S. Department of the Interior

6 DEC 22
Date

(SIGNATURE PAGE CONTINUES)



Mr. Bryan Domangue
Regional Director, Gulf of Mexico
Bureau of Safety and Environmental Enforcement
U.S. Department of the Interior

12/6/22
Date

Bureau of Ocean Energy Management



Amanda Lefton
Director
Bureau of Ocean Energy Management
U.S. Department of the Interior

December 6, 2022
Date

**MICHAEL
CELATA**

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MICHAEL CELATA
Date: 2022.12.05
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Michael A. Celata
Regional Director, Gulf of Mexico
Bureau of Ocean Energy Management
U.S. Department of the Interior

12/5/2022

Date

Table of Acronyms

BOEM – Bureau of Ocean Energy Management
BML – Below mud line
BSEE – Bureau of Safety and Environmental Enforcement
CBI – Confidential business information
CWA – Clean Water Act
DOCL – Documentation Unit Leader (of IMT)
DOI – Department of the Interior
FOSC – Federal On-Scene Coordinator
FSC – Finance Section Chief (of IMT)
FY – Fiscal year
GOMR – Gulf of Mexico Region
IAP – Incident Action Plan*
IC – Incident Commander
ICS – Incident Command System
IMT – Incident Management Team*
MOA – Memorandum of Agreement
NCP – National Contingency Plan
NEPA – National Environmental Policy Act
NOAA – National Oceanic and Atmospheric Administration
NPFC – National Pollution Funds Center
OCS – Outer Continental Shelf
OCSLA – Outer Continental Shelf Lands Act
OPA – Oil Pollution Act of 1990
ORD – Office of the Regional Director
OSLTF – Oil Spill Liability Trust Fund
PII – Personally-identifiable information
POAM – Plan of Action and Milestones
PSC – Planning Section Chief (of IMT)
SITREP – Situation report
UC – Unified Command*
UNOCAL – Union Oil Company of California
USCG – United States Coast Guard

*Denotes terms defined in Section C. of MOA.