Memorandum of Understanding Between the Interstate Oil and Gas Compact Commission and the U.S. Environmental Protection Agency

This is a Memorandum of Understanding (MOU) between the Interstate Oil and Gas Compact Commission (IOGCC) and the United States Environmental Protection Agency (EPA) regarding communication and cooperation related to environmental regulation of oil and natural gas exploration and production activities.

Whereas, IOGCC is a congressionally approved, governmental organization of oil and natural gas producing states (collectively referred to herein as "the IOGCC member states" or "the states"), and

Whereas, the mission of IOGCC is to champion the conservation and efficient recovery of domestic oil and gas resources while protecting health, safety and the environment, and

Whereas, EPA is a U.S. federal agency responsible for protecting human health and the environment, and

Whereas, this MOU between IOGCC and EPA is intended to facilitate open and timely communication and foster integrated, transparent and collaborative protection of the environment.

Now, THEREFORE, IOGCC and EPA enter into this MOU, which renews the shared interests of IOGCC and EPA and replaces the MOUs signed between IOGCC and EPA in December 2002, March 2005, May 2007, August 2011, September 2013, and September 2016:

The goal of this MOU is to improve communication and cooperation between the IOGCC member states and EPA in a manner that promotes protection of the environment, minimizes duplication, increases efficiencies, and enables the exchange of information and expertise.

Background: In some instances, the states and EPA have concurrent jurisdiction relating to oil and gas regulatory efforts. In other instances, the states and EPA have independent authorities that may be complementary when effectively coordinated. IOGCC and EPA signed an MOU to facilitate this relationship in December 2002, which was renewed in March 2005, May 2007, August 2011, September 2013, and September 2016.

The objectives of the MOU are to renew a joint Task Force to:

1. Continue long-term improvement in communication between the states and EPA.

2. Continue a high-level IOGCC/EPA relationship that is intended to foster environmental protection based on mutual understanding of each other's missions, responsibilities, and authorities.

3. Address, through ad hoc, issue-oriented working subgroups, issues that may result from concurrent

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jurisdiction between the states and EPA.

4. Identify issues of concern between the states and EPA that can be addressed in the short and long term.

5. Identify and implement mutually beneficial joint activities.

Responsibilities of IOGCC and EPA:

1. IOGCC and EPA resolve to assemble a renewed Task Force to accomplish the objectives described herein and provide periodic reports of their findings and recommendations to the Administrator of EPA, to the IOGCC Chair, and to the public.

2. The Task Force is to include senior representatives from state agencies, IOGCC, and EPA headquarters and regional offices; such representatives must be employees of a state, IOGCC, or EPA.

3. The Task Force will be co-chaired by an IOGCC Task Force member (IOGCC Co-Chair) and an EPA Task Force member (EPA Co-Chair). The Chair of IOGCC will designate the IOGCC Co-Chair and up to five additional members of the Task Force. The Administrator of EPA will designate the EPA Co-Chair and up to five additional members of the Task Force.

4. The Task Force will meet at least twice each calendar year (in person or by phone) and at other times as determined necessary by the co-chairs.

5. IOGCC and EPA intend to identify areas of concern and recommend appropriate actions and solutions.

6. IOGCC and EPA intend to consult and coordinate with other state and federal agencies, Indian tribes, and other organizations as issues and solutions are developed.

Authorities and Limitations:

1. EPA enters this MOU pursuant to section 104 of the Clean Water Act, section 103 of the Clean Air Act, section 8001 of the Solid Waste Disposal Act, and section 102(2)(G) of the National Environmental Policy Act.

2. Nothing in this MOU alters the responsibilities or statutory authorities of EPA or the individual states. This MOU does not supersede existing agreements or restrict any future agreements between EPA and the individual states or other state associations.

3. This MOU does not, in and of itself, obligate either party to expend funds. All commitments made by EPA are subject to the availability of appropriated funds. Any endeavor involving reimbursement, contribution, or financial assistance between the parties to this MOU will be

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4. Nothing in this MOU precludes individual MOUs between IOGCC, state oil and gas regulatory agencies, and EPA regional offices.

5. This MOU is not legally binding on any party and does not create any rights or benefits, substantive or procedural, enforceable at law or in equity by any person against any party to the MOU.

6. Under Federal ethics rules, EPA may not endorse products or services provided by private entities. IOGCC is a governmental entity, not a private entity. Nevertheless, nothing in this MOU constitutes an endorsement by either party of the products, services, and/or fundraising activities of the other. IOGCC agrees not to make statements to the public at workshops and meetings, promotional literature, on its web site or through other media that imply that EPA endorses IOGCC or any service or product offered by it unless the statement is approved in advance by EPA. In addition, IOGCC agrees not to make statements that imply that EPA supports IOGCC's efforts to raise public or private funds. Any statements or promotional materials prepared by IOGCC that describe this MOU must be approved in advance by EPA.

This MOU will take effect upon the signatures of the parties listed below and remains in effect for three years or until modified by mutual written consent. At the end of three years, IOGCC and EPA agree to discuss an extension of the MOU for mutual benefit. Either party may terminate its participation in this MOU by providing written notice to the other party at least ninety (90) days prior to the desired termination date; otherwise this MOU expires on December 31, 2022.

SIGNED:

10-8-19

Signature and Date

Andrew Wheeler
Administrator
U.S. Environmental Protection Agency

Signature and Date 10-8-19

Doug Burgum
Governor, State of North Dakota
Chair of IOGCC

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