

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF DEFENSE AND
THE DEPARTMENT OF THE INTERIOR REGARDING RENEWABLE ENERGY DEVELOPMENT
ON THE OUTER CONTINENTAL SHELF

The Department of Defense (DoD) and the Department of the Interior (DOI), through the Bureau of Ocean Energy Management (BOEM) (collectively, the “Parties”), enter into this Memorandum of Understanding (MOU) to identify and clarify the roles and responsibilities of the Parties in the issuance of offshore renewable energy leases and the review and approval of all associated project plans¹ for offshore renewable energy installations on the Nation’s Outer Continental Shelf (OCS). This MOU expands on and complements the July 1983 “Memorandum of Agreement Between the Department of Defense and the Department of the Interior on Mutual Concerns on the Outer Continental Shelf” that continues to provide a framework for coordination between the Parties regarding energy development on the OCS.

A. Purpose

1. The Parties are committed to ensuring the long-term protection of military testing, training, and operations while facilitating new domestic renewable energy on the OCS to the greatest extent practicable.
2. DoD recognizes that offshore wind is a key element of national renewable energy generation strategies.
3. DOI acknowledges the critical nature of current and future military testing, training and operations and acknowledges that ensuring the operational integrity thereof is a national security imperative.
4. The Parties are committed to finding solutions that support renewable energy in a manner compatible with essential military operations. The Parties additionally recognize that some defense-related activities must take place in a particular area of the OCS due to their relation to fixed infrastructure that cannot be moved without compromise of their mission and at significant expense.
5. The process outlined in this MOU will identify and attempt to seek mutually acceptable solutions to conflicts to enable the Parties to identify and execute the appropriate balancing between long-term protection of military testing, training, and operations and national renewable energy generation initiatives.

¹ For purposes of this MOU, “project plans” means the Site Assessment Plans (SAPs, Title 30, Code of Federal Regulations (CFR), Section 585.605), General Activities Plans (GAPs, 30 CFR 585.640), Construction and Operations Plans (COPs, 30 CFR 585.620), as well as any and all associated Right-of-Way and Right-of-Use and Easement grants (ROW and RUE, respectively, 30 CFR 585.300).

B. Background

1. Renewable energy leasing on the OCS is currently focused on offshore wind. Many U.S. States have set offshore wind procurement goals as part of their energy portfolio.
2. The Department of the Interior has established a shared goal with the Departments of Energy and Commerce to deploy 30 gigawatts of offshore wind in the United States by 2030, and 15 gigawatts of floating offshore wind by 2035. This goal will drive new jobs and economic opportunity, as well as spawn new supply chains, such as those to support shipbuilding for offshore wind construction and operations vessels.
3. Consideration of offshore wind development on the OCS may include locations in at-sea warning areas used by DoD for at-sea military readiness activities.
4. Access to unobstructed air, shore, and sea space is necessary to support military testing, training, and operations. These at-sea and sea-to-shore activities are supported by specialized shore infrastructure, built up over decades of investment, and a skilled local workforce. Continued access to these areas ensures continuity of national defense operations, and the timely generation of forces and advanced capabilities to satisfy the President's national security objectives.

C. Offshore Wind Planning and Leasing Process

1. The Parties are committed to a collaborative planning and analysis process to support potential leasing activities starting as early as is feasible in the BOEM planning process. This includes DoD's commitment to participate in any Intergovernmental Renewable Energy Task Forces.
2. Call Area Development
 - a. BOEM will provide advance notice to DoD when beginning the planning and analysis process for energy leasing prior to the identification of Call Areas.
 - b. Specifically, when the information is available, BOEM will provide potential leasing locations, desired scope and size of the Call Area(s), and expected type and size of infrastructure to the DoD Military Aviation and Installation Assurance Siting Clearinghouse ("Clearinghouse"). This information sharing is necessary to facilitate a DoD mission compatibility assessment of the area(s) under consideration.
 - c. DoD will provide the results of the mission compatibility assessment within 60 calendar days of receipt of the request and all information necessary to complete the assessment.
 - i. This response will identify areas that are expected to be incompatible for energy leasing and that, therefore, may require deferral from leasing; are potentially compatible with mitigation measures applied; or are compatible with energy development, with supporting rationale.

- d. Identification of conflicts requiring resolution will be addressed as agreed upon in Section F prior to designation of a Call Area and communicated to relevant stakeholders as described in Section E.2.

3. Wind Energy Area (WEA) Identification

- a. BOEM will provide advance notice to the Clearinghouse of draft WEAs and related pertinent information regarding potential areas for leasing and development that have not been considered in a DoD mission compatibility assessment.
- b. If a new mission compatibility assessment is required, DoD will perform an assessment and provide the results to BOEM within 60 calendar days of receipt of the draft WEAs.
 - i. The assessment results will identify areas: expected to be incompatible that require deferral from leasing; potentially compatible with mitigation measures applied; or compatible with energy development, with supporting rationale.
- c. BOEM will respond within 60 calendar days of receiving the DoD submission with agreement to accommodate the DoD assessment or request for further discussion.
- d. The Parties will identify conflicts requiring resolution, and they will be resolved as agreed upon in Section F prior to designation of a WEA and communicated to relevant stakeholders as described in Section E.2.
- e. The Parties will communicate any agreements to proceed with a WEA to relevant stakeholders as described in Section E.2.

4. Areas Requiring Deferral from Leasing

- a. The Parties agree that the nature of certain defense-related activities conducted on the OCS may be irreconcilable with energy development in certain areas and those areas will require deferral from leasing.
- b. Collectively, DoD and DOI may determine that deferral from leasing is necessary to enable the performance of DoD activities in specific areas because such activities are fundamentally incompatible with energy development and the impacts of development cannot be sufficiently mitigated. These may include DoD activities that:
 - i. Must take place in a particular area of the OCS due to their relation to a fixed monitoring or control station which cannot be moved without great expense or compromise to the mission;
 - ii. Relate to classified operations or activities, which DoD will disclose to appropriately cleared DOI/BOEM personnel; or
 - iii. Pose a direct danger to energy development structures and/or personnel.
 - iv. Examples of activities that could meet one or more above criteria include:

1. Research, development, test, and evaluation ranges involving hazardous weapons.
 2. Training, testing, and military operations by air, land, surface, or subsurface units whose activities may be impacted, to include disruptions to military communications, aviation and navigation, by proximity to such structures within the proposed project area.
 3. Intense operations by air, surface, or subsurface units whose activities are hazardous to non-DoD structures, equipment, and personnel, and that if forced to take place in close proximity to such structures would become hazardous to DoD activities.
 4. Submarine transit lanes.
- c. DoD acknowledges that seeking deferral of certain areas from leasing may result in negative effects on initiatives to expand domestic energy development on the OCS and agrees to accompany requests for deferrals with appropriately detailed justifications.
 - d. Areas deferred from leasing for the purpose of protecting national defense will be communicated to relevant stakeholders as described in Section E.2.

D. Offshore Wind Project Plan Review Process

1. BOEM will share any Site Assessment Plans, General Activity Plans, or Construction and Operation Plans with the Clearinghouse for their review.
 - a. The Clearinghouse will coordinate the review of the Wind Project Plan within DoD and recommend to BOEM any mitigation measures necessary to avoid and minimize impacts on DoD training, testing, and operations.
 - b. BOEM and DoD will seek to avoid measures that may result in lengthy delays to energy generation after any plan approval.
 - c. DoD and BOEM may further discuss and amend the recommended measures, as necessary.
 - d. BOEM will incorporate the mitigation measures with any amendments into draft conditions of plan approval and share the draft conditions with the Clearinghouse and the identified DoD point of contact prior to finalizing.
2. Project Plans Requiring NEPA review.
 - a. Upon a notification from BOEM and within the structure of the NEPA process, DoD may choose to be a cooperating agency and, in those situations, will provide timely input on any NEPA documents, including the proposed action, alternatives, discussion of impacts, and any mitigation measures germane to DoD.

E. Communication

1. As part of the Parties' commitment to collaborative planning, DoD and BOEM agree to regularly communicate between their agencies at the staff and leadership levels. The contacts are further detailed in Enclosure 1.
 - a. For staff level communication, the point of contact at BOEM is the Office of Renewable Energy Programs or appropriate Regional Office. The point of contact at DoD is the Clearinghouse or Military Department designee.
 - b. For leadership level communication, the point of contact at BOEM is the BOEM Director. The point of contact for DoD is the Assistant Secretary of Defense for Energy, Installations, and Environment or Military Department designee.
 - c. DoD will regularly participate in the Offshore Wind Permitting Subgroup hosted by BOEM.

2. DoD and BOEM also agree to regularly communicate the results of coordination with relevant stakeholders. As BOEM is the convening authority for renewable energy development on the OCS, BOEM will act as the communications lead when communicating coordination results to stakeholders outside of the Federal agencies. Such stakeholders may include:
 - a. Relevant state governments and agencies;
 - b. Congressional committees of jurisdiction, including the Congressional Defense Committees, Senate Energy and Natural Resources, and House Natural Resources Committees;
 - c. Members of Congressional delegations;
 - d. Tribal Nation representatives; and
 - e. Others as agreed to by the Parties.

F. Resolution of Conflict

1. BOEM and DoD will meet in the 60 days following BOEM or DoD request for further discussion.
 - a. The meeting will consider possible next steps including:
 - Inclusion of incompatible areas in the next phase of Planning and Leasing Process to allow for DoD to consider additional information that may become available as the proposal matures.
 - Consideration of areas that do not intersect at-sea warning and operating areas.
 - Elevation of the issue to respective agency senior leadership.
 - Any applicable mitigations to the project plans.
 - b. The Parties agree to pursue resolution of conflicts at the lowest possible level. When conflicts in the planning review process cannot be resolved, the conflicts must initially be elevated to the BOEM Director or Assistant Secretary of the Interior for Land and Minerals Management and the Assistant Secretary of Defense for Energy, Installations and Environment. The Parties acknowledge that issues may require elevation to include the Secretary of the Interior and Secretary of Defense, or Secretary of a designated Military Department.

- c. The Department of the Interior is the authority for final decision under the Outer Continental Shelf Lands Act.

G. Commitments and Limitations

1. This MOU is intended to establish a mechanism for the Parties to continue to cooperate as Federal partners and facilitate centralized tracking and knowledge of this cooperation.
2. This MOU does not constitute a legally binding agreement.
3. Activities under this MOU are subject to the applicable laws, regulations, and policies of each Party.
4. Nothing herein is intended to conflict with current DoD or DOI/BOEM directives or applicable law. If the terms of this MOU are inconsistent with applicable laws or existing directives of either Party, those portions of the MOU that are inconsistent are severed from the MOU and do not affect the continued applicability of all remaining terms. The Parties may occasionally review the MOU and implement any changes deemed necessary through amendments to the current MOU or through revocation and replacement of the MOU, whichever is deemed expedient to the interest of both Parties. This MOU makes no financial or other legally enforceable contractual commitments on the part of either Party. This MOU is neither a fiscal nor a funds obligation document. Nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or to transfer or receive anything of value. Subject to the availability of funding, each Party intends to assume responsibility for its respective costs and expenses arising from any activity related to this MOU.

H. Duration, Amendments, and Termination

1. The MOU will become effective on the date of the last signature by the Parties.
2. The MOU will remain in effect until terminated by mutual written agreement of the Parties.
3. The MOU may be amended only by mutual written agreement of the Parties.

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I. Approving Officials

For the Department of Defense

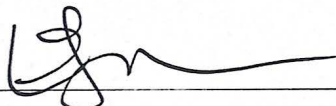


Printed Name: Brendan Owens

Title: Assistant Secretary of Defense for Energy, Installations, and Environment

Date: 10-29-2024

For the Bureau of Ocean Energy Management



Printed Name: Elizabeth Klein

Title: Director of the Bureau of Ocean Energy Management

Date: 10|29|24

ENCLOSURE 1
POINTS OF CONTACT
Last Updated: September 2024

Points of Contact for the Department of Defense

Position:
Office Symbol:
Name:
Phone:
Email:

Points of Contact for the Bureau of Ocean Energy Management

Staff Level Contact for Atlantic, Caribbean, or National Items

Position: Chief of the Office of Renewable Energy Programs
Office Symbol: OREP
Name: Karen J. Baker
Phone: 202-531-0667
Email: karen.baker@boem.gov

Staff Level BOEM Contact for Gulf of Mexico Items

Position: Regional Director for the Gulf of Mexico
Office Symbol: GOMR
Name: James J. Kendall
Phone: 504-736-2448
Email: james.kendall@boem.gov

Staff Level BOEM Contact for Pacific Items

Position: Regional Director for the Pacific
Office Symbol: PACR
Name: Douglas Boren
Phone: 805-384-6384
Email: douglas.boren@boem.gov