



**MEMORANDUM OF UNDERSTANDING BETWEEN THE
UNITED STATES COAST GUARD, THE BUREAU OF SAFETY
AND ENVIRONMENTAL ENFORCEMENT, AND THE
BUREAU OF OCEAN ENERGY MANAGEMENT REGARDING
NON-MINERAL ENERGY INSTALLATIONS AND VESSELS
ON THE OUTER CONTINENTAL SHELF**

1. **PARTIES.** The Parties to this Memorandum of Understanding (MOU or Memorandum) are the United States Coast Guard (USCG), the Bureau of Safety and Environmental Enforcement (BSEE), and the Bureau of Ocean Energy Management (BOEM).
2. **BACKGROUND.** The Parties established a partnership when they entered into a 2011 Memorandum of Agreement (MOA) for Offshore Renewable Energy Installations on the Outer Continental Shelf (MOA-OCS-06). This MOU cancels MOA OCS-06 and establishes a new partnership between the Parties. This MOU provides details on the responsibilities of each agency following the establishment of BOEM and BSEE as separate bureaus with separate divisions of authority over non-mineral energy activities on the Outer Continental Shelf (OCS). This MOU will guide the Parties in coordinating their regulatory activities with respect to non-mineral energy OCS facilities and vessels. The Parties also recognize the complementary partnership of interagency cooperation memorialized in the BSEE-USCG MOU regarding safety and environmental protection on the OCS dated 13 December 2023.
3. **AUTHORITY.** The USCG is authorized to enter into this Memorandum under the provisions of 14 U.S. Code (U.S.C.) §§ 504(a)(20) and 701. The USCG regulates offshore activities pursuant to: 46 U.S.C. Chapter 700; 14 U.S.C. §§ 541 – 548; the Outer Continental Shelf Lands Act (OCSLA), as amended (codified at 43 U.S.C. §§ 1331-1356c); the Oil Pollution Act of 1990 (codified at 33 U.S.C. §§ 2701-2762, including 33 U.S.C. § 2712(a)(5)(A)); Section 311 of the Federal Water Pollution Control Act, also known as the Clean Water Act (codified at 33 U.S.C. § 1321); the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (codified at 42 U.S.C. §§ 9601-9675); the Maritime Transportation Security Act of 2002 (codified at 46 U.S.C. §§ 70101-70132); and Executive Orders 12580 & 12777. Applicable USCG regulations are found under parts of Titles 33 (Navigation and Navigable Waters) and 46 (Shipping) of the Code of Federal Regulations (CFR), as well as under the National Contingency Plan, 40 CFR part 300. The International Convention on Maritime Search and Rescue, the International Convention on Aviation Search and Rescue, and the National Search and Rescue Plan (NSP) establish requirements for the national search and rescue (SAR) services. The NSP designates the USCG as SAR Coordinator (SC) for all maritime and certain aeronautical search and rescue regions, with overall responsibility to ensure planning for those services are properly coordinated.

BSEE is authorized to enter this Memorandum under the provisions of OCSLA, including 43 U.S.C. §§ 1344(h), 1346(c), 1347(f), and 1348(a), and Executive Order 12777, section 9. BSEE regulates OCS activities under the authority of OCSLA, as amended (codified at 43 U.S.C. §§ 1331-1356c); the Federal Water Pollution Control Act, also known as Section 311 of the Clean Water Act (codified at 33 U.S.C. § 1321); and Executive Order 12777. Applicable BSEE regulations are promulgated in Title 30 (Mineral Resources), Chapter II of the CFR.

BOEM is authorized to enter into this Memorandum under the provisions of OCSLA, including 43 U.S.C. §§ 1337(p)(1)(C). Applicable BOEM regulations are promulgated in Title 30, Chapter V, Subchapter B, part 585 and 586 (Renewable Energy on the Outer Continental Shelf) of the CFR.

The Parties agree the National Environmental Policy Act of 1969 (NEPA) (codified at 42 U.S.C. § 4321-4347), is an authority to be recognized with respect to environmental oversight and cooperation between the Parties. The Parties agree that applicable environmental laws, regulations, and executive orders, including those related to historic and cultural preservation, must be complied with. To the extent practicable, the Parties will evaluate proposals or federal actions in a single environmental document, as appropriate.

4. **PURPOSE.** The purpose of this MOU is to identify the roles and responsibilities of the USCG, BOEM, and BSEE for the safety and environmental oversight of non-mineral energy activity on the OCS. This MOU describes the participating agency responsibilities concerning non-mineral energy activities on the OCS and supports the successful execution of agency missions and responsibilities by:
 - Fostering communications and cooperation among the Parties.
 - Clarifying the roles of each Party.
 - Coordinating efforts with respect to offshore safety and environmental protection.
 - Fostering development of common, compatible regulations, and policies.
 - Encouraging adoption of similar codes and standards.
 - Promoting appropriate oversight and effective enforcement actions.

5. **RESPONSIBILITIES.** The Parties have a mutual interest in achieving safe and environmentally responsible planning, siting, construction, operation, maintenance, and decommissioning of non-mineral energy OCS facilities.

This MOU will guide the Parties in coordinating their respective regulatory activities concerning non-mineral energy OCS facilities and vessels. The Memorandum will serve as a formal understanding by the Parties as to which agency will be designated as the lead for regulatory oversight of systems or operations, as applicable. The Parties will work together to establish MOAs or enclosures to provide additional clarity and assistance in identifying each agency's role as it pertains to a particular agency responsibility and activity.

Generally, the Parties have the following responsibilities:

a. BOEM

BOEM, within the Department of the Interior (DOI), is the lead agency responsible for issuing and managing leases, project easements, right-of-use and easement grants, and right-of-way grants (hereinafter, “leases and grants”) for activities on the OCS that produce or support the production, transportation, or transmission of energy from sources other than oil and gas.¹ BOEM is also responsible for reviewing and either approving, approving with modifications, or disapproving plans governing such activities, including construction and operations plans (COP), site assessment plans, and general activities plans (hereinafter, “plans”).

As the lead agency for these activities, BOEM is responsible for the development and preparation of appropriate documentation under NEPA and developing and imposing mitigation measures to avoid or minimize harm to the marine, coastal, and human environments (including, but not limited to, measures for avoiding impacts to and conserving natural resources).

BOEM will coordinate with and utilize the USCG’s and BSEE’s special expertise with respect to any environmental impact involved in a proposal, consistent with their respective authorities, as early as possible in its review, planning, and permitting processes.

b. BSEE

BSEE, within DOI, regulates safety and environmental compliance of OCS facilities and activities, as well as oil spill preparedness planning for facilities seaward of the coastline. Some means that BSEE uses to ensure safety and environmental compliance of non-mineral activities are the evaluation and enforcement of compliance with regulatory standards related to facility design, fabrication, and installation reports; safety management systems (SMS); oil spill response plans (OSRPs); and decommissioning plans. Furthermore, BSEE serves as the primary oversight agency for OCS facilities, ensuring required reporting and information is shared with other federal agencies with jurisdiction, including BOEM and the USCG.

BSEE will coordinate with and provide information to BOEM in a timely manner that will allow BOEM to develop its NEPA documents, COP terms and conditions, and complete review and take action on leases and grants.

c. USCG

The USCG, within the Department of Homeland Security (DHS), regulates the safety of life and property, the safety of navigation including vessel routing measures and aids to navigation, and the protection of the environment on OCS facilities and vessels engaged

¹ For hydrokinetic projects, BOEM is responsible for lease issuance, but the Federal Energy Regulatory Commission (FERC) is responsible for issuing the operating license. See Memorandum of Understanding Between the U.S. Department of the Interior and the Federal Energy Regulatory Commission, April 9, 2009, which is available at <https://www.ferc.gov/media/2009-mou-department-interior>.

in OCS activities, including non-mineral energy resource activities. Additionally, with respect to those activities, the USCG regulates workplace safety and health and enforces requirements related to personnel, workplace activities, conditions, and equipment on the OCS. The USCG is responsible for certain preparedness actions, response to oil and hazardous substance spills from OCS facilities and vessels, and conducts research related to those mission requirements. The USCG is the pre-designated Federal On-Scene Coordinator for any discharge or release, or the substantial threat thereof, that occurs within the coastal zone. The USCG is also responsible for security of marine transportation, and regulation on OCS facilities and vessels as specified under the Maritime Transportation Security Act. Additionally, the USCG is designated as SAR Coordinator (SC) under the National SAR Plan (NSP) for all maritime and certain aeronautical search rescue regions. As SC, the USCG is the agency with overall responsibility to ensure that planning for SAR services is properly coordinated amongst all available resources.

d. BOEM and USCG

The USCG and BOEM recognize the important role of risk management strategies in ensuring the safe, secure, and environmentally responsible construction and operation of a non-mineral energy facility. Vessel, facility, and waterway navigational safety and security assessments are a key component of the risk management process. Accordingly, the USCG and BOEM have agreed to collaborate in assessing the navigational risks that may be posed by non-mineral energy development. This includes collaboration on the use of navigational safety risk assessments for evaluating non-mineral energy resource activities on the OCS. BOEM utilizes information in navigational safety risk assessments in developing its NEPA documents. Upon BOEM request, USCG may provide support for the NEPA analysis for areas under USCG jurisdiction and special expertise.

BOEM and the USCG agree to effectively interact throughout the process of issuing or approving leases and grants for activities that produce or support the production, transportation, or transmission of non-mineral energy resources on the OCS. BOEM and USCG agree to work cooperatively to reach agreements on agency roles and responsibilities and to identify key steps in the process at which information exchanges and cooperative engagement are most appropriate.

e. USCG and BSEE

BSEE and USCG jointly share responsibility for overseeing the safe operation of non-mineral energy OCS facilities and non-mineral energy activities. BSEE and USCG agree to work cooperatively to avoid overlapping and duplicative regulatory regimes for the safe operations of non-mineral energy OCS facilities and vessels activities. Further, the USCG and BSEE agree to coordinate, share information, and consult with each other, should either consider changes to their regulations.

f. The Parties endeavor to:

- 1) *Information Collaboration.* To aid in the completion of their respective missions, the Parties endeavor to promote electronic information collaboration, subject to the requirements of the Privacy Act, requirements regarding the protection of classified

and commercially proprietary information, and other applicable law. The Parties endeavor to accept, to the extent practicable, electronic means of reporting information required by regulation. When possible, direct access to electronic data should be made available; however, it is recognized that some databases require specific skill sets, software, or hardware to access and may contain sensitive information. Therefore, it may not always be possible to provide the other Parties with direct access to these databases. In addition, the Parties endeavor to synchronize information, such as adopting and using an agreed-to naming convention for OCS facilities. The Parties should exchange or otherwise make available charts, maps, schematics, or other graphical representations depicting the geographical boundaries of each Party's regional offices and commands, including Districts and Captain of the Port zones.

- 2) *Coordinating on Regulatory and Policy Development.* To eliminate duplication of effort and promote consistency of regulations and policies where shared responsibilities exist, the Parties will endeavor to provide to each other relevant information for review and comment early and throughout the regulatory and policy development processes. Consistent with the Administrative Procedure Act, the Parties may share draft rules and supporting analysis, but the Parties will not divulge the drafts and analysis to the public. The Parties will, to the maximum extent practicable, endeavor to adopt common material, design, and approval standards in their regulations and policies.
- 3) *Consulting about Freedom of Information Act Requests.* In the event a Party receives a Freedom of Information Act (5 U.S.C. § 552) request for records related to the subject of this Memorandum, it will: (a) consult with another Party (or Parties) before releasing any responsive records to the requester when the other Party has a substantial interest in the responsive records; and (b) refer the request to the other Party for processing when the responsive records originated with the other Party.
- 4) *Exchanging Services and Personnel.* The Parties will endeavor to make personnel available to support mutual work objectives, workshops, conferences, seminars, training opportunities, committees, drills, and work teams. Exchange of services and personnel will generally be non-reimbursable subject to applicable laws and regulations.
- 5) *Implementing this MOU.* The Parties will review their internal procedures and, where appropriate, revise them to accommodate the provisions of this MOU. The Points of Contact identified in Enclosure 1 and discussed further in paragraph 8 will be responsible for ensuring that their respective agency is aware of the terms and conditions of this MOU.
- 6) *Developing and Implementing Memoranda of Agreement and Additional Procedural Documents under the Terms of this MOU.* MOAs and procedural documents developed under the terms of this MOU will provide specific guidance on each Party's role and shared responsibilities for regulating various OCS activities and OCS facilities. Each Party will cooperate through their designated representatives in the development and implementation of each specific MOA or procedural document. The MOAs will be numbered sequentially as REN-01, REN-02, etc. Development,

approval, modification, publication, exchange, and termination of MOAs for the USCG will be administered by the Director of Commercial Regulations and Standards, the Director of Marine Transportation Systems Management, or the Director of Emergency Management, as applicable; for BSEE, by the Deputy Director or the Director of the Renewable Energy and Regulatory Compliance Program (or cognizant program manager); and for BOEM, by the Deputy Director, or the Chief of the Office of Renewable Energy Programs (or cognizant program manager), as applicable. Any Party may recommend the development or revision of an MOA or procedural document. Once the Parties agree to develop or revise an MOA or procedural document, they will thereafter develop a schedule to complete the development or revision. A list of completed MOAs and procedural documents will be noted in Enclosure 2 of this MOU. Enclosure 2 may be updated by mutual written agreement by the agencies and will be entitled, "Updated MOAs and Procedural Documents," with version date. Such updates to Enclosure 2 will not constitute material changes to this MOU and, as such, will not require that the MOU itself be updated. Instead, the "Updated MOAs and Procedural Documents" list will become the operative enclosure.

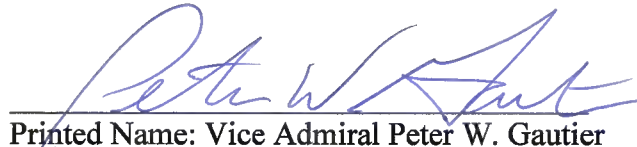
6. **PERSONNEL.** Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.
7. **FUNDS AND STAFFING.** Nothing in this Memorandum may be construed to obligate or commit funds or serve as the basis for a transfer of funds in violation of the Anti-Deficiency Act, Section 1341 of Title 31, United States Code. Nothing in this Memorandum may be construed to obligate the Parties to any current or future expenditure of resources in advance, or in excess, of the availability of appropriations from Congress. Nor does this Memorandum obligate the Parties to spend funds for any particular project or purpose, even if the funds are available.
8. **POINTS OF CONTACT.** Each Party may change its point of contact upon reasonable notice to the other Parties. The attached Enclosure 1 lists respective points of contact for implementation of this Memorandum. On or around the anniversary of the effective date of this Memorandum, each Party will review and, as necessary, update the Points of Contact list, then document and communicate those updates to the other Parties. An update to the Points of Contact list will not constitute a material change to this Memorandum.
9. **REVIEW OF AGREEMENT.** The Parties will review this Memorandum annually, on or around the anniversary of its effective date, for financial impacts and biennially in its entirety.
10. **MODIFICATION.** This Memorandum may be modified upon the written mutual consent of the Parties.
11. **TRANSFERABILITY AND ENFORCEABILITY.** This Memorandum is not transferable except with the written consent of the Parties. This Memorandum is not intended, and should not be construed, to create any right, benefit, or trust

responsibility, substantive or procedural, enforceable at law or equity by any person or Party against the Parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof.

12. **DISPUTES.** Any disputes relating to this Memorandum will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with this Memorandum and those which may be binding on the Parties signatory to this Memorandum.
13. **CONFLICTS OF LAW OR POLICY.** Nothing in this Memorandum is intended to conflict with current law or regulation or the directives of the United States Coast Guard, the Department of Homeland Security, Bureau of Safety and Environmental Enforcement, Bureau of Ocean Energy Management, or Department of the Interior. If a term of this Memorandum is inconsistent with such authority, then that term will be invalid, but the remaining terms and conditions of this Memorandum will remain in full force and effect.
14. **ENTIRETY OF THE AGREEMENT.** This Memorandum, consisting of seven pages (excluding signature pages and enclosures), represents the entire and integrated understandings between the Parties, and supersedes all prior negotiations, representations, and agreements on its subject matter, whether written or oral.
15. **AFFECTED DOCUMENTS.** MOA OCS-06 is superseded by this Memorandum, therefore MOA OCS-06 is hereby cancelled. This Memorandum does not alter other agreements among the Parties and is intended to be implemented in concert with any other existing agreements, unless otherwise stated by a future Memorandum or Agreement.
16. **EFFECTIVE DATE.** This Memorandum will become effective upon the signature of all Parties.
17. **EXPIRATION DATE.** This Memorandum will expire 10 years after the original effective date.
18. **TERMINATIONS.** The terms of this Memorandum, as modified with the consent of all Parties, will remain in effect for 10 years. This Memorandum may be extended by the mutual written agreement of the Parties. Any Party may terminate this Memorandum upon 30-day written notice to the other Parties.

19. APPROVING OFFICIALS

For the USCG:



Printed Name: Vice Admiral Peter W. Gautier
Position: Deputy Commandant for Operations

Date: 1 April 2024

For the BSEE:



Printed Name: Kevin M. Sligh, Sr.
Position: Director

Date: 4/1/2024

For the BOEM:



Acting For:
Printed Name: Elizabeth Klein
Position: Director

Date: 04/01/2024