

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BUREAU OF OCEAN ENERGY MANAGEMENT
AND
THE STATE OF MARYLAND
ON OFFSHORE WIND ENERGY**

I. INTRODUCTION AND BACKGROUND

Maryland continues to drive investment in renewable energy, with offshore wind being a major part of the state’s long-term goals. With a 60% below 2006 levels by 2031 greenhouse gas emissions reduction target, decarbonizing the energy sector is critical to Maryland reaching these goals, and offshore wind makes up the largest component of that effort. To increase the speed of development, Maryland last year passed new legislation expanding the state’s offshore wind goal to 8.5 gigawatts (GW) as part of this long-term decarbonization effort.

Likewise, the Federal government has several policies encouraging offshore wind energy development. For example, the Department of the Interior, along with Departments of Energy and Commerce, have a shared goal to deploy 30 GW of offshore wind in the United States by 2030.

The Energy Policy Act of 2005 authorized the Department of the Interior to issue leases, easements, and rights-of-way to allow for renewable energy development on the Outer Continental Shelf (OCS) and provided a general framework for the Bureau of Ocean Energy Management (BOEM) to follow when authorizing these renewable energy activities by requiring coordination with relevant Federal agencies and affected state and local governments, obtaining fair return for leases and grants issued, and ensuring that renewable energy development occurs in a safe and environmentally responsible manner.

Through the Central Atlantic Intergovernmental Renewable Energy Task Force (hereafter, Task Force and formerly the Maryland Renewable Energy Task Force), and since 2010, BOEM, the State of Maryland and other government entities have coordinated the planning of multiple offshore wind energy lease areas on the OCS off Maryland.

Additionally, the Federal-Maryland Offshore Wind Implementation Partnership (“the Partnership”) was launched on December 11, 2023, and is a joint effort of the White House National Climate Advisor; the Secretaries of the Interior, Commerce, Homeland Security and Defense; and the Governor of Maryland. The Partnership represents a commitment by the White House, Governor, and Federal agencies to collaborate on the development of offshore wind energy leases in the Central Atlantic necessary to assist the State of Maryland in meeting its offshore wind goals contained in the Promoting Offshore Wind Energy Resources Act (POWER Act).

II. PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the State of Maryland and BOEM (hereafter referred to as “the Parties”), acting through the authorities listed in section IV of this MOU, and will become effective as of the latest date shown below on the signature page.

III. PURPOSE

The purpose of this MOU is to describe how the Parties will continue to effectively plan for and take the actions necessary to further the implementation of the Maryland Offshore Wind Energy Act of 2013, Clean Energy Jobs Act, the POWER Act, the Climate Solutions Now Act, Executive Order 14008, the Outer Continental Shelf Lands Act, as amended by the Energy Policy Act of 2005 and the Inflation Reduction Act of 2022, and BOEM’s renewable energy regulations under 30 CFR Part 585 in order to support the coordinated, resilient, and sustainable development of offshore wind generation off the coast of Maryland. This development will support a robust supply chain, yield greater economic return for the State of Maryland and the United States from offshore wind development, and create good-paying domestic jobs. To this end, this MOU supports two primary efforts: first, the development of leasing areas to support offshore wind generation in furtherance of Federal and State of Maryland goals; and second, enhanced agreement to collaborate among all Parties to address challenges to the siting and leasing of areas for offshore wind. These efforts will support and augment the existing and planned coordination for the development of offshore wind leasing areas in the Central Atlantic.

IV. AUTHORITY TO IMPLEMENT THIS AGREEMENT

- A. Maryland’s Coastal Zone Management Program at the Department of Natural Resources - provisions under Sections 306, 307 and 309 of the Coastal Zone Management Act (16 U.S.C. 1451 et seq.).
- B. BOEM Authority: (67 Stat. 462 (1953), as amended (43 U.S.C. § 1331 et seq)), National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4347).

V. OBJECTIVES

This MOU recognizes the commitments made by the Partnership to explore and develop areas for offshore wind leasing to ensure efficient development of offshore wind, maximize national domestic benefits from offshore wind development, and address gaps in available offshore wind leasing area availability where resolving those gaps would be in the best interest of the United States.

Accordingly, the Parties will work in cooperation to achieve the following specific offshore wind energy objectives for renewable wind energy projects on the OCS off the coast of Maryland:

- A. As the lead Federal agency responsible for offshore wind energy planning and leasing on the OCS, BOEM will continue convening the Task Force. The Task

Force will engage in planning for offshore renewable energy to advance collaborative planning and conservation through data sharing, development and utilization of common data platforms and tools, and proactive engagement with interested and affected parties. The Task Force will seek input from staff of applicable Tribes, state and Federal entities, local governments, and other partners.

- B. The Parties will maintain monthly coordination meetings during periods of active commercial offshore wind energy planning on the OCS off Maryland. The purpose of these coordination meetings will be to maintain regular communication amongst the Parties as commercial offshore wind energy planning efforts progress.
- C. As the convening authority for renewable energy development on the OCS, BOEM will act as the communications lead when sharing results of coordination between the Parties (including as part of a Task Force) to relevant parties. These may include:
 - 1. Relevant state governments and agencies;
 - 2. Congressional committees of jurisdiction;
 - 3. Members of the Maryland Congressional Delegation;
 - 4. Tribal Nation Representatives; and
 - 5. Others as agreed to by the Parties.
- D. The Parties will collaborate to identify opportunities for Federal and non-federal support to develop offshore leasing areas; avoid, minimize, or mitigate conflicts between priority uses of offshore resources; coordinate on data needs; and address any identified gaps for offshore wind development.
- E. Within annual budgetary constraints, the Parties commit to maintain adequate staffing and resources to implement the provisions of this MOU.

VI. TERMS AND LIMITATIONS

This MOU is a statement of the Parties' mutual intentions and is not a legally binding agreement.

Nothing in this MOU is intended, or will be construed, to limit or in any way affect the authority or legal responsibilities of the State of Maryland or BOEM.

Nothing in this MOU is intended, or will be construed, to bind or enable the State of Maryland or BOEM to act beyond their respective authorities. Nothing in this MOU is intended or construed to limit or in any way affect the authority or legal responsibilities of the state or the Federal agencies.

This MOU does not commit any Party to act against or outside its existing statutory requirements or requirements of administrative items having the force of law.

This MOU does not create a contract, enforceable rights, or other legally enforceable commitment, nor does it obligate the Parties to any current or future expenditure of resources.

Nothing in this MOU is intended, or will be construed, to obligate BOEM or the United States to commit or spend resources in advance of or in excess of the available appropriations from Congress. Nor does this MOU obligate the Department of the Interior, the United States, or the State or Maryland to spend funds on any particular project or purpose, even if funds are available.

The mission requirements, funding, personnel, and other priorities of the State of Maryland and BOEM may affect their ability to fully implement all the provisions identified in this MOU.

Specific activities that involve the transfer of money, services, or property between or among the Agencies require execution of separate agreements or contracts.

Nothing in this MOU is intended, or will be construed, to restrict the State of Maryland or BOEM from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

This MOU does not, and is not intended to, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States or the State of Maryland, their departments, agencies, or entities, their officers, employees, or agents, or any other person.

Any information furnished between the Agencies under this MOU may be subject to the Freedom of Information Act, 5 U.S.C. §§ 552 et seq., and the Maryland Public Information Act, Annotated Code of Maryland, General Provisions §§ 4-101-4-601. The Parties agree to consult each other prior to releasing potentially privileged or exempt documents.

This MOU is subject to the laws of the State of Maryland and the laws of the United States of America, as applicable.

All cooperative work under the provisions of this MOU will be accomplished without discrimination against any employee because of race, sex, creed, color, national origin, or any other legally protected class as identified in Federal or Maryland state law, the Maryland State Constitution, or the United States Constitution, as applicable.

The State of Maryland and BOEM, through their respective applicable agencies, may each amend or modify this MOU if the other Party agrees.

Each Party to this Agreement will provide the other Party an opportunity to review all press releases, published advertisements, or other statements intended for the public that refer to this Agreement, to the Parties in connection with this Agreement, or to the name or title of any employee of the Parties in connection with this Agreement.

Nothing in this Agreement may be interpreted to imply that the United States or BOEM endorses any product, service, or policy of the State of Maryland. The State of Maryland will not take any action or make any statement that suggests or implies such an endorsement.

VII. TERM AND TERMINATION

This MOU will remain valid for a period of two (2) years from the effective date, unless extended beyond the 2-year period or terminated. This MOU may be extended or amended upon collective written unanimous agreement among the Parties. Any Party to this MOU may terminate participation in this MOU at any time through written notification to the other Parties.

VIII. CONTACTS

The primary points of contact for carrying out the provisions of this MOU are:

Maryland Governor’s Office: Matt Verghese, Federal Director

Maryland Energy Administration: Ryan Opsal, PhD, Director of Policy

Maryland Department of Natural Resources: Catherine McCall, Director, Office of Coastal & Ocean Management

Bureau of Ocean Energy Management: Elizabeth Klein, Director; Karen Baker, Chief, Office of Renewable Energy Programs

IX. APPROVALS

SIGNATURES OF AGREEMENT

Governor of Maryland

Wes Moore
Governor

Date

Bureau of Ocean Energy Management

Elizabeth Klein
Director

Date