

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE EDISON ELECTRIC INSTITUTE
AND
THE U.S. DEPARTMENT OF THE ARMY
FOR
JOINT ENERGY RESILIENCE PLANNING

This Memorandum of Understanding (“MOU”), entered into on 27 May, 2021, is by and between the Edison Electric Institute (“EEI”) and the United States Department of the Army (“the Army”) (hereinafter “the Parties”) to pursue their mutual interest in developing best practices for joint energy resilience planning for certain domestic Army installations.

I. BACKGROUND AND PURPOSE

EEI is the association that represents all U.S. investor-owned electric companies (hereinafter referred to as “serving electric companies”). EEI members provide electricity for about 220 million Americans, including over 300 military installations, and operates in all 50 states and the District of Columbia.

The Army stands ready to defend the Nation and its interests against current and emerging threats. It must be able to accomplish its mission in a world defined by uncertain, adverse, and dynamic conditions. Army installations and enduring locations overseas must provide world-class training facilities, project power, surge the industrial base, sustain the force, and maintain command and control; this is only achievable with secure and resilient energy.

The Army has a long history of working closely with its utilities to meet its resilience, efficiency, and affordability goals.

In the 2018 National Defense Strategy, the Department of Defense (“DoD”) declared that the U.S. homeland is no longer a sanctuary and that attacks by adversaries against U.S. critical defense, government, and economic infrastructure should be expected. This conclusion amplified the Army’s long-held concern that critical missions performed at its domestic installations could be compromised significantly if the electricity grid that serves its installations incurs physical and/or cyber attacks.

To help address energy resilience concerns, Army installations have been engaged with their serving electric companies to assess electrical grid vulnerabilities and infrastructure investments that may impact its mission operations. The Army is also pursuing “inside the fence-line” solutions at its installations to ensure it can sustain critical missions by being capable of withstanding an extended utility outage for a duration set by the senior commander, or higher headquarters. When the duration of the critical mission(s) has not been stipulated, the Army will plan to sustain energy and water for a minimum of 14 days.

While there already are some examples of serving electric companies collaborating with the Army installations to enhance energy resiliency, the purpose of this MOU is to allow the Parties to facilitate dialogue and coordinated actions to identify potential opportunities for investment

initiatives or other initiatives for improving the reliability and resilience of the electric service for Army installations and their communities.

The objectives for this exercise will be accomplished through the following process:

1. EEI and the Assistant Secretary of the Army for Installations, Energy and Environment shall both designate a lead person on behalf of each organization (the "Leads").
2. The EEI and Army designated Leads will identify one or more Army installation(s) and its serving electric company(-ies) that will pilot the initiative.
3. Learning from, and working in concert with the pilot participants, the Leads will identify key potential communication gaps and develop recommendations to address them. The Leads also will identify opportunities to align the common energy resiliency goals, and initiatives of the Army, serving electric companies, and nearby communities to create best practices for joint planning to optimize potential future investments for grid resilience, community resilience, and for national security interests.
4. The EEI and the Army Leads will provide status reports to its CEO DoD Task Force on Energy Resilience and the Assistant Secretary of the Army, respectively, as needed and appropriate.
5. The Leads, working with EEI and for review by the Assistant Secretary, will produce a document that identifies potential opportunities to improve the resilience of Army installations will be completed in the 4th quartile of 2021.

II. RESPONSIBILITIES OF THE PARTIES

Edison Electric Institute (EEI)

1. EEI will conduct interviews and other research with key participants consistent with the goals and objectives of this MOU.
2. EEI will convene monthly meetings with the Army Office of Energy Initiatives, (and, as needed, pilot participants from serving electric companies and Army installations, and other key stakeholders) to review workplans, content, and progress of initiatives that are consistent with this MOU.
3. EEI will identify and confirm one or more serving electric companies to serve as pilot participant(s). The scope, obligations, and responsibilities of the pilot participants will be established outside of this MOU.
4. EEI will create a best practices document that identifies potential opportunities to improve the resilience and reliability issues identified in this MOU.
5. Upon completion, EEI will distribute the best practices document to its membership, and, when appropriate, other key stakeholders such as state utility commissions.

The Army

1. The Army will provide EEI with access to all relevant Army personnel for interviews consistent with goals and objectives of this MOU. This includes Army leadership at the installation management and enterprise command levels. No confidential or mission sensitive information shall be provided during these interviews.
2. The Army will identify and confirm one or more Army installations to serve as pilot participants with the selected serving electric company(-ies). The scope and responsibilities of the pilot participants will be established outside of this MOU.

3. The Army will participate in monthly meetings with EEI, pilot participants, and other key stakeholders to review workplans, content, and progress of the best practices.
4. Upon completion, the Army will distribute the best practices document to its U.S. based installations and to relevant Army leadership, including the Assistant Secretary for Installations, Energy, and Environment.

III. POINTS OF CONTACT

The following Leads will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its point of contact upon notice to the other Party.

For EEI:

Primary: Mr. Stephen Kiesner, Senior Director, National Customer Markets (skiesner@eei.org)
Alternate: Ms. Jacque Elliot, Director, National Customer Markets (jelliot@eei.org)

For the Army:

Primary: Mr. David Irwin, Director Opportunity Development (david.j.irwin22.civ@mail.mil)
Alternate: Ms. Krista Stehn, Director Business Operations (krista.r.stehn.civ@mail.mil)

IV. TERM AND TERMINATION

1. This MOU shall remain in effect for a period of one year from the effective date.
2. This MOU may be terminated at any time by either party, with or without cause, by providing written notice to the other party.

V. GENERAL PROVISIONS

1. This MOU in no way restricts either of the Parties from participating in any activity with other public or private agencies, organizations or individuals.
2. 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 transfer or receive anything of value.
3. This MOU is strictly for internal management purposes for each of the Parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of either Party, including that of a federal contractor. This MOU shall not be construed to provide a private right or cause of action for or by any person or entity.
4. This MOU is subject to, and will be carried out in compliance with, all applicable laws, regulations and other legal requirements.
5. This MOU may be modified by mutually acceptable written amendment duly executed by authorized officials of DoD and EEI.


6. This MOU constitutes the full and final understanding of both Parties on all subjects contained within it. All prior negotiations, understandings, and agreements are merged into this MOU.

By affixing their signature below, each Party has caused this MOU to be executed by their duly authorized representative.

U.S. DEPARTMENT OF THE ARMY

EDISON ELECTRIC INSTITUTE

By:  _____

By:  _____

Mr. John "Jack" Surash
Senior Official Performing the Duties
Of Assistant Secretary of the Army
(Installations, Energy and Environment)

Mr. Thomas R. Kuhn
President

Date: *May 27, 2021*

Date: 05/27/21