

MEMORANDUM OF UNDERSTANDING

between the

THE DEPARTMENT OF ENERGY

and the

THE DEPARTMENT OF TRANSPORTATION

This Memorandum of Understanding (“MOU”) is entered into this 14th Day of 2021, by and between the United States Department of Energy (“DOE”) and the United States Department of Transportation (“DOT”) (hereinafter “the Parties”) to affirm their intentions to establish a Joint Office of Energy and Transportation (hereinafter “Joint Office” or “Office”). It will be re-evaluated at least every two years and modified, as necessary.

I. Purpose and Authority.

The purpose of this MOU is to outline key areas of understanding in the establishment of a Joint Office to study, plan, coordinate, and implement issues of joint concern. The Joint Office serves as a single point of accountability in the delivery of the programs specific to the funding received (see Section VII) to provide a modernized and interagency approach to support, in part, the deployment of zero-emission, convenient, accessible, equitable transportation infrastructure. In doing so, the Parties will seek to align their resources and subject matter expertise.

DOE enters into this MOU under the authority of section 646 of the Department of Energy Organization Act (Pub. L. 95-91, as amended; 42 U.S.C. § 7256). DOT enters into this MOU under the authority of title VII of division J of the Infrastructure Investment and Jobs Act (Pub. L. 117-58) (in the matter under the heading “Federal Highway Administration—Highway Infrastructure Program”) and 49 U.S.C. 301.

In this MOU, “Bipartisan Infrastructure Law” means the Infrastructure Investment and Jobs Act (Pub. L. 117-58).

II. Scope of the Joint Office

The Parties will cooperatively administer the Joint Office with the following scope as outlined in the Bipartisan Infrastructure Law:

1. Technical assistance related to the deployment, operation, and maintenance of zero emission vehicle charging and refueling infrastructure, renewable energy generation, vehicle to grid integration, including microgrids, and related programs and policies;
2. Data sharing of installation, maintenance, and utilization in order to continue to inform the network buildout of zero emission vehicle charging and refueling infrastructure;

3. Performance of a national and regionalized study of zero emission vehicle charging and refueling infrastructure needs and deployment factors, to support grants for community resilience and electric vehicle integration;
4. Development and deployment of training and certification programs;
5. Establishment and implementation of a program to promote renewable energy generation, storage, and grid integration, including microgrids, in transportation rights-of-way;
6. Studying, planning, and funding for high-voltage distributed current infrastructure in the rights-of-way of the Interstate System and for constructing high-voltage or medium-voltage transmission pilots in the rights of way of the interstate system;
7. Research, strategies, and actions under the Departments statutory authorities to reduce transportation-related emissions and mitigate the effects of climate change;
8. Development of a streamlined utility accommodations policy for high voltage and medium voltage transmission in the transportation right of way;
9. Support any other issues that the Secretary of Transportation and the Secretary of Energy identify as issues of joint interest.

The Joint Office must also establish and maintain an accessible public database that includes information on the locations of EV charging stations and potential locations for EV charging with the ability to sort by various characteristics.

III. Host Agency

The parties have agreed that DOE shall serve as the “Host Agency” for the Joint Office. This designation of Host Agency is defined as having the following responsibilities, the costs of which will be covered by funding in Section VI:

1. Provide organizational home and space, both physical and virtual, for the Joint Office;
2. Employ the Joint Office Executive Director and other new Federal hires or contractors as needed and approved by the Parties.
3. Provide administrative support needed to carry out the business of the Joint Office;
4. Coordinate administration of interagency detail assignments;
5. Administer contracts and financial assistance awards for Joint Office activities and track and report overall expenses of the Joint Office;
6. Actively manage risk: Assess and manage joint cost/schedule/performance risks to program delivery;

7. Manage Joint Office schedule and perform assessment and integration of Department-specific schedule activity; and
8. Meet the reporting requirements as promulgated by Treasury Financial Manual Part 2 Chapter 4700 Federal Entity Reporting Requirements; Establish appropriate parent/child reporting taking into account the *Accounting Handbook for Trust Fund and General Fund Child Accounts for the FHWA* (Child Account Handbook) and DOE financial management policies and procedures

IV. Governance

The Joint Office will represent shared equities and interests of the Parties. The Joint Office will have oversight and take direction on the implementation of the Bipartisan Infrastructure Law (BIL) from DOE and DOT Deputy Secretaries. Each Deputy Secretary or designee will, on at least a quarterly basis, review: 1) Joint Office staffing and 2) quarterly activities. They will also approve annual budgets for Joint Office efforts. The Deputy Secretaries may delegate their authority at their discretion, as appropriate, and may request input from other DOE or DOT leadership relevant to Joint Office activities in their reviews. The Joint Office will provide a quarterly progress report to the Secretaries of DOE and DOT, the White House National Economic Council (NEC) and Climate Policy Office (CPO). Within 30 days of the signature of the MOU, formal responsibilities and decision-making will be defined in governing procedures for the Joint Office to be approved by the Secretaries of Energy and Transportation.

At a minimum, this governance framework should propose how the following activities will be executed:

1. Identification of agreed upon funding levels and process for transferring funds to support the Joint Office expenditures.
2. Agreement on number of initial employees needed to staff the Joint Office and the process that will be used to select the Executive Director;
3. Identification of critical Joint Office roles and responsibilities, operational practices, and administrative functions;
4. Agreement on decision-making processes and mechanisms to gain consensus among the Parties;
5. Process by which the Host agency will coordinate and the identification of key DOE and DOT contacts; and
6. Conduct a review of this MOU for modification at least every two (2) years.
7. Determination and approval of other activities by the Joint Office, including environmental review responsibilities under the National Environmental Policy Act and related authorities.

V. Joint Office Staffing and Responsibilities

The Joint Office will be led by an Executive Director approved by DOT and DOE Deputy Secretaries. With the exception of acquisition matters, the Executive Director will formally report to the Host Agency; however activities of the Joint Office will be subject to the oversight of DOE and DOT Deputy Secretaries (or their designees). The Executive Director will provide direction and oversight for the execution of Joint Office functions and prioritize activities and assume additional responsibilities to be explained further in subsequent governing documents and with input provided by the DOE and DOT Deputy Secretaries (or their designees).

Beyond the Executive Director, the Joint Office will have a professional staff composed of Federal employees. It is anticipated that the Joint Office will need to hire new Federal employees. The decision on which Agency employs the new Federal hire, either the DOE or DOT, will be made on an individual basis based upon the recommendation of the Executive Director and will be reviewed quarterly by the DOE and DOT Deputy Secretaries (or their designees). It is anticipated that additional employees from both the DOE and DOT and possibly other agencies may serve on detail assignments or through additional mechanisms as defined by the Host Agency and agreeable by both Parties. The Joint Office may also be supported by Federal contractors and will seek to serve as a center of excellence in the Federal government by bringing in perspectives from across the entirety of the Federal government as appropriate and deemed necessary to execute the mission of the Joint Office. It is also expected that the Joint Office will be highly integrated with programs and functions within DOE and DOT and that the Joint Office will serve as a coordination point for those activities.

A transition team of current Federal employees from DOE and DOT and employees from the National Labs will begin to set up the office and will rely on potential additional contractor support, to begin execution of the near-term deliverables above under the supervision of the Interim Executive Director. The Interim Executive Director will be approved by DOT and DOE Deputy Secretaries while the official Executive Director search begins with the aim of being completed within six months of establishing governing procedures.

VI. Other Stakeholders and Responsibilities:

The Joint Office will engage with the Parties' Chief Information Officers responsible for information technology management to ensure cyber security issues are addressed and that the Joint Office has sufficient accommodations to effectively conduct business activities across DOE and DOT systems and platforms.

The DOE CFO will ensure proper staffing and resources are provided to execute the program, track and report on the status of funds. Under the direction of the DOE CFO, the Joint Office will be responsible for:

1. Ensuring sufficient internal controls are in place to provide appropriate financial management, accounting and fiscal stewardship;

2. Ensuring documentation is prepared and maintained for audit purposes and all financial reporting meets the requirements from the Office of Management and Budget and United States Department of Treasury;
3. Submitting the monthly publication and quarterly certification of Digital Accountability and Transparency Act (DATA Act) files to USASPending.gov; and
4. Timely responding to requests for documentation from auditors or oversight bodies. (e.g. source documentation for recorded transactions, policy and procedure documents, participation in conference calls, etc.)

The DOT's Federal Highway Administration's (FHWA) CFO will ensure staffing and resources are assigned to account, manage, report timely and oversee the funding provided to the Joint Office and executed by DOE. The FHWA CFO office will be responsible for:

1. Recording, monitoring and reporting on the status of funding provided to the Joint Office using the DOT's accounting system, Delphi, which will serve as the financial system of record;
2. Ensuring proper documentation is prepared and maintained for audit purposes and all financial reporting meets the requirements from the Office of Management and Budget and United States Department of Treasury; and
3. Performing monthly reconciliations over the financial data reported by the Joint Office and FHWA to ensure they remain properly aligned. Any differences noted will be researched and resolved in a timely manner.

The DOE CFO and DOT CFO will also work to identify and reach agreement on any additional responsibilities in the governing procedures referred to in Section IV.

VII. Joint Office Funding

Title VIII, Division J, of the Bipartisan Infrastructure Law, in the matter under the heading "Federal Highway Administration—Highway Infrastructure Program," sets aside up to \$300 million in funding issued to the Federal Highway Administration's (FHWA) Highway Infrastructure Programs (HIP) account to support activities of the Joint Office.

Immediately after this MOU is signed, FHWA will make the requisite Congressional notification. Upon satisfaction of that requirement, FHWA may make an initial transfer to the Host agency, and make subsequent transfers as necessary, to enable the speed and agility required to deliver on the BIL and to maintain clear reporting and accounting. Until defined otherwise in the formal Joint Office Governance framework, the designated DOE and DOT points of contact ("POCs") identified in Section VII must approve all Joint Office expenses. The POCs will review with OMB any expenses incurred prior to the establishment of the Governance framework.

By a date determined by the DOE and DOT Deputy Secretaries (or their designees), on an annual basis the Executive Director will prepare and submit to the DOE and DOT Deputy Secretaries (or their designees) a proposed budget for the Joint Office. The proposed budget will identify the budgetary resources needed to effectively carry out the Joint Office's mission and priorities for the upcoming fiscal year, the proposed amount of funds needed to be transferred to the Host agency from FHWA's HIP account (or from the Host agency back to the HIP account), the proposed amount of funds from other available sources, and include any other information as determined by the DOE and DOT Deputy Secretaries (or their designees) (e.g., performance information). The DOE and DOT Deputy Secretaries (or their designees) will approve a final budget for the Joint Office, including the amount of resources that will be transferred from or to FHWA's HIP account. The Executive Director may request DOE and DOT Deputy Secretaries (or their designees) approval of additional funding for the Joint Office from available sources at any time after a final annual budget is approved.

Budgeted expenditures will be approved by the DOE and DOT Deputy Secretaries (or their designees) and submitted to OMB for approval not less than 60 days prior to the start of the next fiscal year. The presentation will include the number of full-time equivalents (FTE) and (any) reductions from other programs that have facilitated the Joint Office's establishment (e.g., number of detailed FTEs). If an amendment to the expenditure plan and/or a change to resource needs occur over the course of the fiscal year for which a budget was approved, an amendment to the budget shall be submitted to OMB by the Executive Director, with the concurrence of the DOE and DOT Deputy Secretaries (or their designees), for approval prior to the submission of a reapportionment.

This Section VI is not intended to limit the Parties' abilities to contribute additional funding to the Joint Office or activities under this MOU, consistent with law providing that funding.

VIII. Points of Contact.

The POCs responsible for administration of this Agreement are:

DOE: Michael Berube, Deputy Assistant Secretary for Sustainable Transportation

DOT: Andrew Wishnia, Deputy Assistant Secretary for Climate Policy

IX. Terms and Termination.

This MOU shall remain in effect until terminated by either Party upon written notice to the other Party.

This MOU in no way restricts either of the Parties from participating in any activity with other public or private agencies, organizations or individuals.

This MOU is subject to, and will be carried out in compliance with, all applicable laws, regulations, and other legal requirements.

This MOU is not a funding obligation document or any commitment of funding by the Parties. All activities under this MOU are subject to the availability of funds.

X. Modifications.

This MOU may be modified by mutually acceptable written amendment duly executed by authorized officials of DOT and DOE.

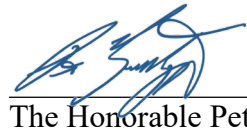
XI. Entire Agreement.

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 Agreement.

XII. Execution.

The Parties have caused this MOU to be executed in duplicate originals by their duly authorized representatives and is effective on the date of the last signature below.

For the U.S. Department of Transportation



The Honorable Pete Buttigieg
Secretary of Transportation

12/14/2021

[Date]

For the U.S. Department of Energy



The Honorable Jennifer Granholm
Secretary of Energy

12/14/2021

[Date]