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FOR IMMEDIATE RELEASE**

Contact:

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State of Idaho Announces Electric Vehicle Interagency Workgroup

BOISE – The Idaho Governor’s Office of Energy and Mineral Resources (OEMR), Idaho Transportation Department (ITD), and Idaho Department of Environmental Quality (DEQ) have signed a Memorandum of Understanding establishing roles and responsibilities related to electric vehicle infrastructure.

In accordance with OEMR’s role as the lead agency for statewide energy policy, planning, and program development, OEMR, in close coordination with ITD and DEQ, will serve as the lead agency to implement Idaho’s National Electric Vehicle Infrastructure Program.

The Memorandum of Understanding may be viewed on OEMR’s News Releases webpage: <https://oemr.idaho.gov/financial-information/press/>

The 2022 State of Idaho Electric Vehicle Infrastructure Baseline Plan may be viewed on OEMR’s NEVI webpage. <https://oemr.idaho.gov/programs/national-electric-vehicle-infrastructure-program/>

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**MASTER MEMORANDUM OF UNDERSTANDING
BETWEEN
THE IDAHO TRANSPORTATION DEPARTMENT
AND
THE DEPARTMENT OF ENVIRONMENTAL QUALITY
AND
THE GOVERNOR'S OFFICE OF ENERGY AND MINERAL RESOURCES**

To provide the guidelines for the Idaho Transportation Department (ITD), the Department of Environmental Quality (DEQ) and the Office of Energy and Mineral Resources (OEMR), hereinafter a "Party" or the "Parties", in cooperative endeavors within each agency's scope of responsibility, including but not limited to: electric vehicle supply equipment program planning; evaluation; modeling; impact assessment; siting, feasibility and access study completion; application design and scoring; solicitation; application evaluation and project prioritization; planning and environmental approvals; construction, maintenance, and operations project management and oversight; public involvement; plan updates; and media inquiries and outreach in Idaho. It is intended that this Master Memorandum of Understanding (MOU) will provide the channels of contact and exchange of information needed to implement mutually beneficial working relationships.

A subordinate Interagency Work Agreement (IWA) for specific projects may be proposed by any Party. Approval by the Parties will make an IWA a part of this MOU. All current agreements in effect between the Parties, if any, will become a subordinate IWA and remain in effect until expired, terminated, canceled, or superseded. Unless otherwise agreed to by the Parties in writing, an IWA is subordinate to this MOU. Any difference or discrepancy between the MOU and any IWA shall be resolved in favor of the MOU.

This document is not intended to restrict informal cooperation between agency employees on day-to-day activities.

AUTHORITY:

Sections 67-2326 through 67-2328, 67-2332-33 and 67-2339, Idaho Code.

RESPONSIBILITIES AND PROCEDURES:

OBJECTIVES:

1. Provide for continued cooperation and coordination between the Parties.
2. Ensure adequate information and education is provided among the Parties regarding programs administered by each of the Parties.
3. Eliminate duplication of effort.
4. Ensure effective communication procedures are established and maintained.
5. Provide clear lines of communication relevant to any IWA by specifying the contact person(s) and their position.
6. Provide that financial requirements of any project will be made a part of an IWA and directed toward achieving maximum return for funds expended between the Parties.
7. Provide a mechanism for informing and receiving input from the public.

MUTUAL RESPONSIBILITIES:

1. Utilize an active communication and collaboration process whereby each Party will apprise the others of proposed legislation, planning, policy formulation or regulatory action affecting the others in adequate time to allow advanced input by the other Parties by verbal and/or written response. Where possible, input should be solicited from the other Parties a minimum of five (5) business days prior to when response is needed.
2. Continue a mutually effective relationship and promote support of each Party's programs with regard to the public and other agencies.
3. Gather information requested by the Parties as time and priorities permit.
4. Ensure that all persons who are involved in interdepartmental projects are aware of this MOU and the associated responsibilities.
5. Designate such qualified and sufficient staff as reasonably necessary. Such Party staff will meet regularly to coordinate efforts relative to electric vehicle (EV) programs and funding. Additionally, program management staff from the Parties will meet quarterly for a strategic planning session to coordinate existing and future energy programs that will guide the State's implementation of EV projects.
6. The Chief Engineer of ITD, the Air Quality Division Administrator of DEQ, and the Administrator of OEMR will meet at least annually to coordinate and plan for ongoing and new EV program initiatives.
7. Identify potential sources of federal, state, and private investment to provide opportunities for EV adoption and charging infrastructure, that provides benefits to Idahoans, facilitates job creation, and fosters workforce development.
8. Coordinate with the Parties when a contract is determined to be needed to decide the best Party to be the lead in the contract.
9. Each Party will manage any contracts issued by them.
10. Each Party shall serve as a singular point of contact for their consultants or contractors, accepting requests for information of the consultants on behalf of the Parties.

ITD RESPONSIBILITIES:

1. Carry out its assigned responsibilities related to any IWA for electric vehicle supply equipment program and other areas as mutually agreed upon.
2. Provide adequate information and data concerning the state's transportation system for use in an agreeable format in preparing and updating various publications of the state and its communities.
3. Involve the other Parties in applicable portions of the statewide transportation planning process required under federal laws, such as the Infrastructure Investment and Jobs Act (IIJA), including consideration of electric vehicle supply equipment program.
4. Provide digital copies of state transportation planning documents covering all modes of transportation as developed to the other Parties.

DEQ RESPONSIBILITIES:

1. Carry out its assigned responsibilities related to any IWA for electric vehicle supply equipment program and other areas as mutually agreed upon.
2. Provide adequate information, data, modeling, and impact assessment concerning public health and the state's environment, including such areas as environmental justice and the Justice40 Initiative, for use in an agreeable format in preparing and updating various publications of the state and its communities.
3. Act as the lead agency on greenhouse gas issues in Idaho and provide support to the other Parties as needed.

OEMR RESPONSIBILITIES:

1. Carry out its assigned responsibilities related to any IWA for electric vehicle supply equipment program.
2. Provide energy data regarding generation, use, trends, and related subjects to the other Parties in an agreeable format.
3. Include ITD and DEQ in development and updates of the Idaho Strategic Energy Alliance.

MEDIA, OUTREACH AND PUBLIC INFORMATION RELATIONS:

1. To ensure coordination and timely response, whenever a statement, either written or oral, is to be made to the media which would adversely affect or reference the other Parties, the affected Parties will be given a copy of the proposed statement or press release one (1) full working day before the information is released to the media.
2. The Director or designated representative of the Party making the media statement will be available to discuss the issue with the corresponding representatives of the other Parties at least one-half day before the media receives the information, in order to have position statements presented and any agreed upon changes made.
3. The Parties should coordinate the exchange of pertinent media information and make appropriate distribution.

LIMITATIONS:

Nothing in this MOU between the Parties shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Nothing in this MOU is intended as a waiver of sovereign immunity by any Party to which sovereign immunity may be applicable. Each and every provision of this MOU is subject to the laws and regulations of the state of Idaho and of the United States.

Nothing in this MOU shall be construed as expanding the liability of the Parties. In the event of a liability claim, each Party shall defend their own interests. No Party shall be required to provide indemnification of the other Parties.

EFFECTIVE DATE:

This MOU shall become effective upon the most recent signature by the Directors of ITD, DEQ and OEMR, and will remain in force unless formally terminated.

METHOD OF TERMINATION:

This MOU shall remain in force for five (5) years from the most recent signature unless formally terminated by any Party after thirty (30) days written notice to the other Parties. During the 30-day notice period, the Parties will meet and confer to make a reasonable attempt to resolve issues.

AMENDMENTS:

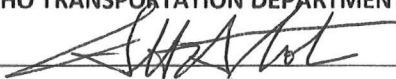
Amendments to this MOU may be proposed in writing at any time by any Party and will become effective upon signature by all Parties to this MOU. Amendments must be made in writing and shall be attached to this MOU and made a part thereof.

CONFLICTING PROVISION:

If any provision of this MOU shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this MOU be enacted, then that conflicting provision in the MOU shall be deemed null and void. In the event any provision of this MOU is determined null and void, all remaining provisions shall remain in full force and effect.

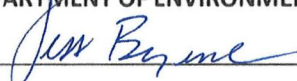
SIGNATURES:

IDAHO TRANSPORTATION DEPARTMENT

By  Date 12/14/22


Director – L. Scott Stokes

DEPARTMENT OF ENVIRONMENTAL QUALITY

By  Date 12/13/2022

Director - Jess Byrne

OFFICE OF ENERGY AND MINERAL RESOURCES

By  Date 12/8/2022

Administrator – Richard Stover

**INTERAGENCY WORK AGREEMENT
BETWEEN
THE IDAHO TRANSPORTATION DEPARTMENT
AND
THE DEPARTMENT OF ENVIRONMENTAL QUALITY
AND
THE GOVERNOR'S OFFICE OF ENERGY AND MINERAL RESOURCES**

The Infrastructure Investment and Jobs Act (IIJA), or Bipartisan Infrastructure Law (BIL), was enacted on November 15, 2021, and contains provisions for the expansion and deployment of electric vehicle (EV) charging infrastructure. Through the National Electric Vehicle Infrastructure Formula Program (NEVI), Idaho will receive over \$29 million over the next five years to enhance its EV charging infrastructure along designated alternative fuel corridors. NEVI is a federally assisted, state-administered reimbursable grant program authorized under Title 23, United States Code. NEVI programs must also adhere to the Code of Federal Regulations found in Section 200 (2 CFR 200). The federal NEVI program funds are provided to the Idaho Transportation Department (ITD) as formula funding. ITD may permit other public entities to carry out ITD's assumed roles and responsibilities under NEVI and to transfer funds to other state agencies. This subordinate Interagency Work Agreement (IWA) addresses work done to implement the federal NEVI program in Idaho. Additional discretionary grant program funding is still forthcoming, and administration of these funds has not been decided. Discretionary funding will be the subject of a separate IWA.

ITD is responsible for the State's transportation infrastructure, including the safe and efficient operation of a transportation system that supports mobility, safety, commerce and industry, and economic growth in Idaho; planning for future needs of the state and its citizens; and for overseeing the disbursement of federal, state, and grant funding for transportation programs in the state. ITD is the responsible recipient of Federal Highway Administration (FHWA) funds and is ultimately responsible for compliance with Title 23 USC and 2 CFR 200 requirements while playing a central role in the designations of FHWA's Alternative Fuel Corridor designations and the implementation of the NEVI Program in Idaho.

The Department of Environmental Quality's (DEQ) mission is to protect human health and the quality of Idaho's air, land, and water and is the lead agency for assessing environmental impacts from transportation. DEQ is the state-appointed lead agency for the Volkswagen Settlement Trust. As part of the Volkswagen Settlement Trust, DEQ administers the Electric Vehicle Supply Equipment program (EVSE), a cost-share funding program for the installation of publicly available direct current fast charger (DCFC) equipment network along Idaho's highways and interstates, in close coordination with OEMR and ITD.

The Office of Energy and Mineral Resources (OEMR) is the State energy office and the lead agency for statewide energy policy, planning, and program development. In such capacity, OEMR will act as the lead agency to implement NEVI, as set forth in this IWA ("Agreement").

ITD, DEQ, and OEMR are herein referred to individually as a "Party" or collectively as "Parties" for this Agreement.

This Agreement is subordinate to the Master Memorandum of Understanding (MOU) between the Parties, including by reference all material therein. It is therefore a part of the MOU between the Parties. Any difference or discrepancy between the MOU and this Agreement shall be resolved in favor of the MOU.

Purpose and Goals

The Parties have a strong and extensive collaborative working relationship. The Parties recognize that expansion of transportation options and capitalizing on the emerging market-driven energy economies could benefit Idaho's economy and the quality of life of its residents. Specifically, the improved availability of EV infrastructure will increase access to Idaho highways, promote tourism and recreation in rural communities, improve the environment and enhance Idaho's economy.

The purpose of this Agreement is to provide a framework of collaboration between the Parties to ensure EV charging station infrastructure investments, funded through NEVI, by the State are strategic, coordinated, efficient, and equitable. This Agreement strengthens the platform through which the Parties can collaborate on the deployment of EV charging infrastructure through communication and by leveraging resources across the state.

The goals of this Agreement are to ensure the Parties will:

- Complete a Siting, Feasibility and Access study to provide the basis for strategic, coordinated, efficient and equitable investments in EV infrastructure across Idaho within federal fiscal year 2023.
- Conduct a pilot solicitation for EV charging infrastructure deployment within federal fiscal year 2023.
- Coordinate actions and support the successful implementation of a robust EV charging station network in Idaho.
- Coordinate on EV charging station locations to avoid redundancy and to ensure stations are sited to optimize utilization and a consistent user experience among charging infrastructure within the state.
- Identify and develop opportunities to incorporate EV charging station infrastructure into planning and development processes.
- Support the prudent and expeditious build-out of fast charging stations along designated alternative fuel corridors through investment, partnerships with utilities, governments, Tribes, private parties, and other mechanisms as appropriate.

Roles and Responsibilities for Formula Funds

The above goals will be accomplished under a framework that assigns primary work area roles and responsibilities regarding formula funds as identified in the following table:

Work Area Roles and Responsibilities:

Work Area	ITD	DEQ	OEMR
NEVI Program Planning	C	C	R
NEVI Program Evaluation	C	C	R
Air Quality Modeling and EJ Impact Assessment	I	R	I
Siting, Feasibility and Access Study	R	R	R
Application Design and Scoring Requirements	R	R	R
Solicitation for Planning, Design, and Projects	C	C	R
Application Evaluation and Project Prioritization	C	C	R
Idaho Transportation Improvement Program (ITIP) Approval	R	I	I
Environmental Review and Approvals	R	I	I
NEVI Program Implementation	C	C	R
Construction Project Management and Oversight	I	I	R
Maintenance Project Management and Oversight	I	I	R
Operations Project Management and Oversight	I	I	R
State EV Plan Update Public Involvement	R	R	R
State EV Plan Update Submittal	R	R	R
Media Inquiries and Outreach	R	R	R

R = Responsibility

C = Consult

I – Inform

Lead Administrative Agency

OEMR will serve as the lead agency for the State of Idaho's implementation, construction, maintenance, and operations project management and oversight for implementation of the NEVI program.

Cooperative Roles

In addition to the roles and responsibilities of each Party, as expressly set forth herein, the Parties will do the following:

ITD will:

- In conjunction with OEMR and DEQ, prepare and submit responses, reports, and other information for the Federal Joint Office of Energy and Transportation (Joint Office) and the FHWA.
- Communicate directly with the Joint Office and FHWA on behalf of the Parties.
- Provide transportation-related technical assistance, data, input, and feedback to the Parties as necessary or requested to carry out the purpose and goals of this Agreement.
- Provide data and analysis such as electric vehicle registrations, traffic patterns, and other related information to the Parties.
- In conjunction with OEMR and DEQ, coordinate, manage, and oversee the approval of EV-related planning efforts and funding opportunities.
- Review reimbursement requests from the Parties and submit to FHWA pursuant to project cooperative agreements.
- Ensure staff are attending the regularly scheduled meetings led by OEMR.
- Reimburse the Parties for eligible costs pursuant to project cooperative agreements.

DEQ will:

- In conjunction with OEMR and ITD, prepare responses, reports, and other information for the Joint Office and the FHWA.
- Provide adequate information, data, modeling, and impact assessment concerning public health and the state's environment, including such areas as environmental justice and the Justice40 Initiative, for use in an agreeable format in preparing and updating various publications of the state and its communities.
- Provide technical assistance, data, input, and feedback to the Parties as necessary or requested to carry out the purpose and goals of this Agreement.
- Ensure staff are attending the regularly scheduled meetings led by OEMR.
- Request reimbursements from ITD for eligible costs pursuant to project cooperative agreements.

OEMR will:

- In conjunction with ITD and DEQ, prepare and submit responses, reports, and other information for the Joint Office and the FHWA.
- Provide technical assistance to the Parties, provide input and feedback on transportation and energy program guidance, connect resources, and engage and identify additional stakeholders to support the development of Idaho's EV charging network.
- Act as Idaho's clearinghouse for the public for information and technical assistance on all EV-related issues.
- Work with utilities and private and public-sector stakeholders to provide input and guidance on EV program design and explore successful public-private partnership models.
- In conjunction with ITD and DEQ, jointly coordinate, manage, and oversee the approval of EV-related planning efforts and funding opportunities.
- Provide a mechanism for collecting information from communities in an efficient manner and provide analytical support as needed. This may include actions such as drafting model policy and program documents (e.g., model RFPs).
- Provide any state matching funds needed to administer this program in Idaho, including the option for reimbursement of administrative costs or direct expenses incurred by the other Parties (e.g., hours, travel, consultants, etc.).
- Serve as lead for all communications with project applicants and sponsors.
- Lead regularly scheduled meetings for the Parties to ensure efforts relative to NEVI program funding are coordinated. This will help ensure consistent communication with the Joint Office and the FHWA.
- Oversee contracting and request reimbursements from ITD. This is expected to create cooperative agreements between the agencies for each distinct project to outline detailed responsibilities.
- Maintain sufficient accounting controls as necessary to properly manage the NEVI program funds and adequate project delivery systems in place to carry out projects approved under the NEVI program.

Mutual Responsibilities

The Parties to this Agreement shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and document as another Party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the fund transfers contemplated hereby.

State of Idaho NEVI Plan for EV Infrastructure Deployment Responsibilities and Process

Annually, the Parties will jointly prepare for submission to the Joint Office and the FHWA the State's Plan Update for EV Infrastructure Deployment required under NEVI. Staff from the Parties will meet as requested by OEMR, but at least monthly, to prepare and finalize the plan submission, including any exceptions. The Parties will jointly make the final determination of the form and substance of the plan, and ITD shall submit the plan to FHWA on behalf of the State.

Allocation of NEVI Funding and Discretionary NEVI Grants to Idaho

The NEVI funds are distributed to state departments of transportation from the Federal Government. It is anticipated that a portion of NEVI funding may be made available for contracting and technical assistance, subject to forthcoming guidance.

Assumption of Duties and Responsibilities by OEMR

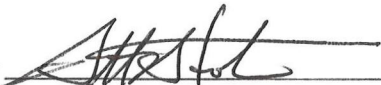
ITD hereby assigns, and in its capacity as Idaho's lead agency for NEVI implementation, OEMR hereby assumes, the duties and responsibilities associated with the administration of NEVI, including without limitation all applicable program and grant administration, reporting, auditing, and accounting requirements, Chapter 1 of Title 23, United States Code, and its related Code of Federal Regulations (CFR), and 2 CFR 200, and implementation of such program activities and controls as are necessary to ensure compliance by subrecipients.

Billing for EV Funds

To the fullest extent permitted by applicable law, ITD will make NEVI funds, other related FHWA funds, and any state-appropriated funds relating to EV-infrastructure, charging or fueling, available to OEMR to carry out the purpose and goals of this Agreement through direct payment for contracts and/or interagency billing for direct expenses of OEMR or DEQ, as determined to be eligible under forthcoming federal guidance.

SIGNATURES:

IDAHO TRANSPORTATION DEPARTMENT

By  Date 12/14/22

Director – L. Scott Stokes

DEPARTMENT OF ENVIRONMENTAL QUALITY

By  Date 12/13/2022

Director - Jess Byrne

OFFICE OF ENERGY AND MINERAL RESOURCES

By  Date 12/18/2022

Administrator – Richard Stover