STATE OF MARYLAND
MEMORANDUM OF AGREEMENT
BETWEEN
MARYLAND CLEAN ENERGY CENTER
AND
MAYOR AND CITY COUNCIL OF BALTIMORE

THIS AGREEMENT (the "Agreement"), is made as of the Effective Date (defined below), by and between the **MARYLAND CLEAN ENERGY CENTER**, a body politic and corporate and public instrumentality of the State of Maryland ("MCEC") and **MAYOR AND CITY COUNCIL OF BALTIMORE**, a municipal corporation of the State of Maryland, acting by and through its Department of Housing and Community Development ("Agency"), referred to herein collectively as the "Parties" or "Coalition Partners", and each as "MCEC", "Agency", "Partner" or a "Party." This Agreement is entered into by the Parties specifically in relation to the Proposal for the Federal Environmental Protection Agency's ("EPA") Solar for All Discretionary Grant, being submitted by MCEC on behalf of the State of Maryland and Coalition Partners.

The Parties mutually agree to the following:

1. Specific Purpose:

a. Background. This initiative, undertaken collectively by a broad group of Coalition Partners in alignment with the U.S. EPA Solar for All Grant (the "Grant") competition requirements, strives to bring significant financial resources to the State of Maryland in order to expand the number of low-income and disadvantaged communities incentivized for distributed solar investment. If awarded, this Coalition will not only ensure that thousands of low-income households obtain access to affordable, resilient, and clean solar energy, but also will establish replicable processes to facilitate future targeted investments in clean energy.

b. Relationship of the Parties.

i. MCEC will be the primary applicant for and recipient of Grant funds, and upon award will serve as Grant administrator providing overall grant management, reporting and compliance to meet defined deadlines, to be specified in a possible future subgrant agreement between the Parties.

ii. MCEC will facilitate cooperation and coordination among Coalition Partners, execute and manage contractual agreements between sub-recipients (vendors), private sector, and government agencies.

iii. Agency will participate and collaborate with Coalition Partners to assist MCEC in outreach for subscribers or interested parties to give MCEC access to properties identified and selected for installation of residential rooftop solar or residential-serving community

solar.

iv. Agency will provide staff, if funded by the Grant, to serve as the local project manager(s) for projects intended to be located on properties within the jurisdiction, funded through the Grant program, and be responsible for all necessary reporting to MCEC.

v. Agency may enter into an intergovernmental agreement with MCEC to access services and technical assistance from MCEC and Grant sub-recipients as requested in relation to Grant deliverables.

vi. MCEC may enter into a site use and/or lease agreement for the benefit of the Coalition Partners for purposes of installing and operating solar infrastructure.

vii. **Nothing in this Agreement shall be construed as creating a partnership, joint venture, agency, or any other relationship other than that of the grantor/grantee between the Parties or any beneficiaries of either Party.**

c. Prohibited Uses for Future Grant. **Agency** shall not use any of the Grant funds to carry on propaganda or otherwise attempt to influence legislation; to influence the outcome of any specific public election; to carry on, directly or indirectly, any voter registration drive.

d. Terms for Future Grant.

i. Agency agrees that the Grant funds will be expended to support the purposes of the Grant.

ii. Funding awards and terms for distribution of funds will be determined pending notice of the Grant award and will be covered in a possible subsequent agreement between the Parties.

iii. The Parties understand that all parties shall be responsible for providing their agreed upon share of the costs as committed in any associated project budget.

iv. Agency shall provide MCEC with immediate written notification (i) of any inability to expend the Grant funds for the Grant purposes; and (ii) prior to any expenditure of Grant funds deviating from the Grant purposes. Any expenditures deviating from the Grant purposes shall require prior written approval by MCEC.

2. Term of Agreement. Performance under this agreement commences upon the approval of this Agreement by the Board of Estimates of Baltimore City (the "Effective Date") and continues until the Parties have completed the work and projects described in this Agreement, but in any case, no later than term of the Grant. This Agreement shall be terminated upon receipt of final notification of non-award of the Grant application by MCEC from the EPA.

3. Project Administrators. MCEC designates Amy Gillespie, Grant Management and Compliance Officer, and Agency designates Jeffrey Holland to serve as Project Administrators for this Agreement. Contact between MCEC and Agency regarding matters relative to this Agreement may be coordinated through the Project Administrators. The Project Administrator may be changed with written notice to the other Party.

4. Non-Assignment. MCEC and Agency may not, during the term of this Agreement or any renewal or extension of this agreement, assign or subcontract all or any part of its rights or obligations under this Agreement without the mutual consent of both parties.

5. Amendment of Agreement. This Agreement may be amended only as MCEC and the Agency mutually agree in writing. Except for the specific provision of this Agreement which is amended, the Agreement will remain in full force and effect after such amendment.

6. Compliance with Law. Both Parties shall comply with all applicable laws and regulations in the course of performing its obligations set forth in this Agreement. MCEC agrees to administer and disburse the future Grant funds in compliance with all applicable related U.S. and State of Maryland laws.

7. Publicity and Acknowledgment. Agency may not include MCEC in any publications, press releases. or other public communications to factually describe its support of the Project without prior written consent of MCEC. The Parties agree that MCEC will be recognized as a sponsor of the activities funded by the Grant funds in all publications or public communications made in connection with the Grant purposes, unless MCEC indicates otherwise.

8. Recordkeeping and Reporting. MCEC and Agency shall maintain records of receipts and expenditures related to use of the Grant funds and shall provide such records to MCEC who may, at any time and at its own expense, examine, audit, or have audited the records of Agency insofar as they relate to activities supported by the Grant funds or carried out pursuant to this Agreement. MCEC and Agency shall retain all records relating to the subject of this Agreement for 3 years after the termination of this Agreement.

9. Termination. Either Party may terminate this Agreement at any time if either Party fails to adhere to the terms and conditions of this Agreement and does not cure such failure within a period of ten (10) days after receipt of written notice.

10. Drug and Alcohol-Free Workplace. MCEC and Agency shall comply with the State's policy concerning drug and alcohol-free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08, and shall remain in compliance throughout the term of this Agreement.

11. Entire Agreement. This Agreement represents the complete and final understanding of MCEC and Agency. No other understanding, oral or written, regarding the subject matter of this Agreement, may be deemed to exist or to bind the parties at the time of execution.

12. Political Contributions. Agency shall not use any funds to make contributions:

a. to any persons who hold, or are candidates for, elected office;

b. to any political party, organization, or action committee; or

c. in connection with any political campaign or referendum.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

WITNESS

Mary Sirois

MARYLAND CLEAN ENERGY CENTER

By: _____
I. Katherine Magruder, Executive Director

WITNESS

Julia Kalloz

MAYOR AND CITY COUNCIL OF BALTIMORE

By: _____
Alice Kennedy, Commissioner
Department of Housing & Community Development

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

09/01/2023

Chief Solicitor Date

APPROVED BY THE BOARD OF ESTIMATES

10-04-2023

Clerk Date