STATE OF MARYLAND
MEMORANDUM OF AGREEMENT
BETWEEN
MARYLAND CLEAN ENERGY CENTER
AND
MARYLAND DEPARTMENT OF LABOR,
DIVISION OF WORKFORCE DEVELOPMENTAND ADULT LEARNING

THIS AGREEMENT (the "Agreement" or "MOA"), is made as of the 11 day of October, 2023, (the "Effective Date") by and between the **MARYLAND CLEAN ENERGY CENTER**, a body politic and corporate and public instrumentality of the State of Maryland (hereinafter referred to as "MCEC") and **MARYLAND DEPARTMENT OF LABOR'S DIVISION OF WORKFORCE DEVELOPMENT AND ADULT LEARNING** a principal department of the State of Maryland ("hereinafter referred to as LABOR"), referred to herein collectively as the "Parties" or "Coalition Partners". 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 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.
      ii. MCEC will facilitate cooperation and coordination among Coalition Partners, execute and manage contractual agreements

between sub-recipients (vendors), private sector, and government partners.

iii. LABOR will participate and collaborate with Coalition Partners to assist MCEC with technical assistance regarding workforce development issues.

iv. LABOR 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.

v. **Nothing in this Agreement shall be construed as creating a partnership, joint venture, ~~Partner~~ or any other relationship between the Parties or any beneficiaries of either Party.**

c. Prohibited Uses. Should LABOR enter into a subaward agreement, LABOR 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; to award grants to individuals for travel, study, or other similar purposes.

d. Grant Amount and Payment Schedule.

If LABOR should enter into a subaward agreement with MCEC:

i. Labor agrees that the grant funds will be expended to support the purposes of the EPA Solar For All grant.
Grant Purposes Funding awards and terms for distribution of funds will be determined pending notice of the grant award.

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

iii. LABOR 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 on such date grants funds are awarded by the EPA (the "Commencement 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 EPA Solar For All grant.

3. Project Administrators. MCEC designates Amy Gillespie, Grant Management and Compliance Officer, and LABOR designates Mary Keller to serve as Project Administrators for this Agreement. Contact between MCEC and Partner 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 LABOR 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 LABOR 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 grant funds in compliance with all applicable related U.S. and State of Maryland laws.

7. Publicity and Acknowledgment. LABOR 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 LABOR shall maintain records of receipts and expenditures related to the attempt to secure EPA Solar for All Grant Agreement. All other Recordkeeping and Reporting obligations are reserved until the EPA Solar for All Grant Agreement is published.

9. Termination. MCEC may terminate this Agreement at any time if LABOR 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 LABOR 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 LABOR. 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. LABOR shall not use any funds to make contributions:

i. to any persons who hold, or are candidates for, elected office;
ii. to any political party, organization, or action committee; or
iii. in connection with any political campaign or referendum.

IN WITNESS WHEREOF, the undersigned have executed this **MOA** as of the date set forth above.

WITNESS:

By: _____

Name: Mary Sirois

MARYLAND CLEAN ENERGY CENTER:

By: _____

Name: I. Katherine Magruder

Title: Executive Director

Date: October 11, 2023

WITNESS:

By: _____

Name: _____

MARYLAND DEPARTMENT OF LABOR, DIVISION OF WORKFORCE DEVELOPMENT AND ADULT LEARNING:

By: _____

Name: Erin J. Roth

Title: Assistant Secretary

Date: _____