STATE OF MARYLAND
INTER-AGENCY AGREEMENT
BETWEEN
MARYLAND CLEAN ENERGY CENTER
AND
PRINCE GEORGE'S COUNTY,
MARYLAND

Please indicate:
X Coalition Partner/Non-subrecipient
_____Coalition Partner/Subrecipient/Subawardee

THIS AGREEMENT (the "Agreement"), is made as of the 29th day of September, 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 ("MCEC") and Prince George's County, Maryland (the "County") on behalf of its Department of the Environment ("Agency"), referred to herein collectively as the "Parties" and each as "MCEC" "Agency" or a "Party." This agreement is entered into by the parties specifically in relation to the Proposal for the U.S. Environmental Protection Agency's Greenhouse Gas Reduction Fund, Solar for All grant, being submitted by MCEC on behalf of a collaborative group of interested parties, entitled the "Solar for All Maryland".

The Parties mutually agree to the following:

1. Specific Purpose:

   a. Background. The Solar for All Maryland initiative aligns with the U.S. EPA Solar For All grant competition requirements by expanding the number of low-income and disadvantaged communities primed for distributed solar investment, thereby enabling millions of low-income households to access affordable, resilient, and clean solar 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 Solar for All Maryland entities, execute and manage contractual agreements between sub-recipients (vendors), private sector, and government partners.
      iii. Agency may participate and collaborate with Solar for All Maryland

partners to provide access to properties identified and selected for installation of residential rooftop solar or residential-serving community solar.

iv. Agency will support MCEC by performing tasks such as participating in coordination and program management meetings, communications, outreach and education, resident referrals, and program planning within the jurisdiction, funded through the Solar for All Maryland program and assist MCEC with applicable reporting.

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

c. Prohibited Uses. 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; to award grants to individuals for travel, study, or other similar purposes.

2. Term of Agreement. Performance under this Agreement commences on September 29, 2023 and shall continue until the Parties have completed the work and projects described in this Agreement, but in any case, no later than September 29, 2028. The term of this Agreement may be extended by mutual agreement of the parties.

3. Project Administrators. MCEC designates Amy Gillespie, Grant Management and Compliance Officer, and Agency designates the Director of the Prince George's County Department of the Environment or their designee to serve as Project Administrators for this Agreement. All contact between MCEC and Agency regarding all matters relative to this Agreement shall be coordinated through the Project Administrators.

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.

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. Agency may not include MCEC in any publications, press releases or other public communications to factually describe its support of the project contemplated herein 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 MCEC approved 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. Withholding and Repayment. MCEC reserves the right to discontinue, modify, or withhold any payments or to require a total or partial refund of any grant funds if, in MCEC's sole discretion, such action is necessary because:

i. Agency has not fully complied with the grant purposes or with terms and conditions of this Agreement;
ii. Agency failed to comply with the requirements of any law or regulation applicable to this grant;
iii. By action or omission, Agency or any of its representatives have committed fraud with respect to the grant purposes;
iv. Any report or communication to MCEC is found to be inaccurate or misleading in any material respect.

10. Covenant. Agency covenants that it will make good faith efforts continuously, diligently and effectively to perform the work and projects described in this Agreement within and throughout the term of this Agreement. It is the intention of the Parties and the expectation and policy of MCEC that all the grant funds will be expended for the work and projects described in this Agreement.

11. Termination. The performance of work under this Agreement, in whole or in part, may be terminated by the County upon thirty (30) days prior written notice, or such time as mutually agreeable to the parties, in accordance with this clause whenever the County shall determine that such termination is in the best interest of the County. If MCEC fails to fulfill its

obligations under this Agreement properly and on time or otherwise violates any provision of this Agreement, the County may terminate this Agreement by providing written notice to the MCEC. The written notice shall specify the acts or omissions relied on as cause for termination.

12. Indemnification. MCEC shall defend, indemnify, save and keep harmless the County against any and all liability claims, and the cost of whatsoever kind and nature arising or alleged to have arisen for injury, including personal injury to or death of person or persons, and for loss or damage occurring in connection with this Agreement and or any acts in connection with activities to be performed under this Agreement resulting in whole or in part from the acts, errors or omissions of the MCEC, or any employee, agent or representative of the MCEC to the extent allowable under the Local Government Torts Claims Act provided that the MCEC's duty to indemnify under this section shall be contingent upon an appropriation by the Maryland General Assembly to the County specifically for the purposes contemplated in this paragraph at the time an event which may give rise to MCEC's obligation to indemnify or save harmless occurs, and to the extent that a tortious claim is involved. The County does not waive any right or defense, or forebear any action, in connection herewith. The indemnification provisions set forth in this Section shall survive termination or expiration of this Agreement.

13. 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.

14. 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.

15. Political Contributions. Agency shall not use any funds to make contributions to any persons who hold, or are candidates for, elected office; to any political party, organization, or action committee; or in connection with any political campaign or referendum.

16. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemic, pandemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or

slowdowns or other industrial disturbances; and (h) other similar events beyond the control of the Impacted Party. The Impacted Party shall give notice within five (5) calendar days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive calendar days following written notice given by it under this Section, the other Party may, thereafter, terminate this Agreement upon five (5) calendar days' written notice.

17. Findings Confidential. Unless otherwise required by law, all of the reports, documents, information, data, materials, etc., provided to or received by MCEC under this Agreement are owned by the County, confidential, and the same shall not be made available to any individual or organization without the prior written approval of the County.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this MOU as of the date of the last signature below.

MARYLAND CLEAN ENERGY CENTER:

By: _____

Name: I. Katherine Magruder

Title: Executive Director

Date: October 4, 2023

PRINCE GEORGE'S COUNTY, MARYLAND

By: _____

Name: Floyd E. Holt

Title: Deputy CAO

Date: 9/28/2023