STATE OF MARYLAND
MEMORANDUM OF AGREEMENT
BETWEEN
MARYLAND CLEAN ENERGY CENTER
AND
MARYLAND DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT

THIS AGREEMENT (the "**Agreement**"), is entered into by and between the **MARYLAND CLEAN ENERGY CENTER**, a body politic and corporate and public instrumentality of the State of Maryland ("**MCEC**") and **THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT** ("**Partner**") referred to herein collectively as the "**Parties**" and individually as a "**Party**." This agreement is entered into by the Parties specifically in relation to the application being submitted by MCEC on behalf of itself and various partners for an award of grant funds pursuant to the Federal Environmental Protection Agency's ("**EPA**") "Solar for All" competition.

The Parties mutually agree to the following:

1. Specific Purpose:

   a. Background. This initiative, undertaken collectively by a broad group of partners (the "**Coalition Partners**") in alignment with the U.S. EPA Solar For All 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 initiative 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. With the assistance of the Coalition Partners, MCEC will submit an application (the "**SFA Application**") for grant funds under the U.S. EPA Solar For All competition. MCEC will be the primary applicant under the SFA Application and will be the recipient of any grant funds awarded ("**SFA Grant Funds**") pursuant to the SFA Application. To the extent that SFA Grant Funds are awarded, MCEC will enter into any grant agreement or other agreement required by the EPA for the receipt of SFA Grant

Funds (**"SFA Grant Agreement"**) and serve as grant administrator, providing overall grant management, reporting and compliance to meet deadlines and requirements of the U.S. EPA Solar For All program.

ii. MCEC will
- facilitate cooperation and coordination among Coalition Partners in preparing the SFA Application
- if awarded and appropriate, enter into the SFA Grant Agreement
- if awarded, manage the distribution of SFA Grant Funds and execute and manage additional contractual agreements between grantees and subgrantees or private contractors involving to the expenditure of SFA Grant Funds

iii. Partner will
- participate and collaborate with MCEC and Coalition Partners in developing the SFA Application
- to the extent that SFA Grant Funds are awarded, assist MCEC in outreach to access properties identified and selected for installation of residential rooftop solar or residential-serving community solar.
- to the extent that SFA Grant Funds are awarded, provide staff, as applicable and if funded and allowable under the terms of SFA Grant Agreement

iv. Partner may enter into a separate intergovernmental agreement with MCEC to access services and technical assistance from MCEC to aid in providing the deliverables required by Partner under the SFA Grant Agreement.

v. Partner, through MCEC, may enter into a site use and/or lease agreement with other Coalition Partners for purposes of installing and operating solar infrastructure.

vi. **Nothing in this Agreement shall be construed as creating a legal partnership, joint venture, or other corporate relationship between MCEC and Partner.**

vii. **Nothing in this Agreement shall be construed as creating a relationship or between a Party and any third-party beneficiaries.**

c. In the event that MCEC is awarded SFA Grant Funds the Solar for and, in turn, makes an award of grant funds to Partner, the following

shall apply:

i. Prohibited Uses. Partner 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.

ii. Grant Terms

- Partner agrees that the grant funds will be expended to support the purposes permitted by the SFA Grant Agreement
- Awards of funding to Coalition Partners as grantees, including Partner, will be determined pending notice of an award of SFA Grant Funds.
- Partner will provide MCEC with their share of costs to be included in the SFA Application, if applicable.
- In the event of an award of SFA Grant Funds as a result of the SFA Application, all Coalition Partners are responsible for providing their share of the costs as committed in the SFA Application that is submitted.
- Partner shall provide MCEC with immediate written notice if circumstances change, resulting in (i) the inability to expend the SFA Grant Funds as committed in the SFA Application; and (ii) prior to any expenditure of SFA Grant Funds deviating from the purposes allowed in the SFA Grant Agreement or any separate agreement entered into between MCEC and Partner relating to the expenditure of SFA Grant Funds. Such expenditures require prior written approval by MCEC.

2. Term of Agreement. The term of this Agreement shall begin when fully executed and shall terminate five years thereafter.

3. Project Administrators. MCEC designates Amy Gillespie, Grant Management and Compliance Officer, and Partner designates Nicola Tran, Deputy Director-Housing and Building Energy Programs, 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 Partner 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 Partner 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 any SFA Grant Funds in compliance with all applicable related U.S. and State of Maryland laws.

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

8. Recordkeeping and Reporting. In the event that the SFA Application is approved and MCEC allocates any portion of the SFA Grant Funds to Partner, Partner shall maintain records of receipts and expenditures related to use of SFA 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 Partner insofar as they relate to activities supported by the grant funds or carried out pursuant to this Agreement. MCEC and Partner shall retain all records relating to the subject of this Agreement for 3 years after the termination of this Agreement.

9. Withholding and Repayment. In the event that the SFA Application is approved and MCEC allocates any portion of the SFA Grant Funds to Partner, MCEC will reserve the right to discontinue, modify, or withhold any payments or to require a total or partial refund of any SFA Grant Funds if:

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

Partner covenants that it will make its best efforts in good faith 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.

10. Termination. MCEC may terminate this Agreement at any time if Partner fails to adhere to the terms and conditions of this Agreement and does not cure such failure within a period of thirty (30) days after receipt of written notice of such default from MCEC. In the event of such termination, and SFA Grant Funds unexpended as of the date of termination shall be returned to MCEC.

11. Drug and Alcohol-Free Workplace. MCEC and Partner 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.

12. Entire Agreement. This Agreement represents the complete and final understanding of MCEC and Partner. 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.

13. Political Contributions. Partner 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 dates set forth below.

WITNESS:

By: _____

Name: Mary Sirois

MARYLAND CLEAN ENERGY CENTER:

By: _____

Name: I. Katherine Magruder

Title: Executive Director

Date: October 12, 2023

WITNESS:

By: _____

Name: Tanikia A. Neal

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

By: _____

Jacob R. Day
Secretary

Date: 21 SEP 23

Approved for Form and Legal Sufficiency

_____
Assistant Attorney General