STATE OF MARYLAND
MEMORANDUM OF AGREEMENT
BETWEEN
MARYLAND CLEAN ENERGY CENTER
AND
GROUNDSWELL, INC.

THIS AGREEMENT (the "Agreement" or "MOA"), is made as of the 31st day of August, 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 **GROUNDSWELL, INC.,** ("Groundswell"), 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 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. Partner will participate and collaborate with Coalition Partners to assist MCEC in outreach for subscribers or interested parties to give access to MCEC to properties identified and selected for installation of residential rooftop solar or residential-serving community solar.

iv. Partner will provide staff, as applicable and if funded by the Solar for All grant, to serve as local project manager for projects intended to be located on properties within the jurisdiction, funded through the Solar for All grant program and be responsible for all necessary reporting to MCEC.

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

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

c. 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.

d. Grant Amount and Payment Schedule.

i. Partner 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. Partner 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 Board of Estimates Approval 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 Partner designates Kristal Virgil, Vice President of Finance, IT, and Development, 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 the grant funds in compliance with all applicable related U.S. and State of Maryland laws.

7. Publicity and Acknowledgment. Partner 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 Partner 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 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. 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 sole discretion, such action is necessary:

i. Partner has not fully complied with the grant purposes or with terms and conditions of this Agreement;
ii. 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 to MCEC is found to be inaccurate or misleading in any material respect;
v. 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 ten (10) days after receipt of written notice. Any 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 date set forth above.

WITNESS:

By: _____

Name: Mary Sirois

MARYLAND CLEAN ENERGY CENTER:

By: _____

Name: I. Katherine Magruder

Title: Executive Director

Date: August 31, 2023

WITNESS:

By: _____

Name: E. Linwood Bosrell III

GROUNDSWELL, INC.:

By: _____

Name: L. Michelle Moore

Title: Chief Executive Officer

Date: Aug 30, 2023