STATE OF MARYLAND
MEMORANDUM OF AGREEMENT
BETWEEN
MARYLAND CLEAN ENERGY CENTER
AND
MONTGOMERY COUNTY GREEN BANK CORPORATION

THIS AGREEMENT (the "Agreement" or "MOA"), is made as of the 10th 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 ("MCEC") and **MONTGOMERY COUNTY GREEN BANK CORPORATION**, a nonprofit corporation headquartered at 155 Gibbs Street, Rockville, MD 20850 ("MCGB"), referred to herein collectively as the "Parties" or "Coalition Partners" and each as "MCEC" or "MCGB", respectively, or a "Party." This agreement is entered into by the parties specifically in relation to the Proposal for Maryland Solar for All Grant ("MSFA") submitted under the U.S. Environmental Protection Agency's ("EPA") Solar for All grant competition, being submitted by MCEC on behalf of Maryland and the 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 is in alignment with the U.S. EPA Solar For All grant competition requirements by expanding access of low-income and disadvantaged communities to critical new resources for solar investment, thereby catalyzing affordable, resilient, and clean solar energy in a replicable and scalable manner.

   b. Relationship of the Parties. If selected, the MCEC will become the EPA grantee and administer the grant with MCGB as a potential sub-awardee.

      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 the EPA 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. MCGB may be a sub-awardee and as such may administer certain Financial Assistance,[1] Project-Deployment Technical Assistance,[2] and Program Administration Activities[3] in accordance with the MSFA Program.

iv. MCGB agrees to provide staff, as applicable and if funded by the Solar for All grant, to develop project management processes and documentation for the Grant. MCGB and MCEC anticipate a division of services among Coalition Partners under the MSFA Grant as described in a separate funding agreement.

v. MCGB will be responsible for all necessary reporting to MCEC.

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. MCGB 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. The Parties agree that grant funds will be used to administer the Access Solar program as described in the MSFA Grant (the "Grant Purposes") and that 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

[1] Financial Assistance is defined as subgrants, rebates, subsidies, other incentive payments, debt (including loans, partially forgivable loans, forgivable loans, soft loans, subordinate debt), and other financial products consistent with the definition of Federal financial assistance in 2 CFR § 200.1 and Participant support costs in 2 CFR § 1500.1.

[2] Project-Deployment Technical Assistance is defined by Section 134(a)(1) of the Clean Air Act which provides that funds for this competition be used for "technical assistance." Technical assistance is defined as "project-deployment technical assistance" and is services and tools provided by grantees to communities and energy stakeholders to overcome non-financial barriers to solar deployment.

[3] Consistent with 2 CFR § 200.403, expenditures such as program administration costs are allowable under federal awards provided that they are necessary and reasonable for the performance of the award.

providing their share of the costs as committed in any associated project budget.

iii. MCGB shall provide MCEC with immediate written notification of any inability to expend the grant funds for the grant purposes prior to any expenditure of grant funds deviating from the grant purposes. Any expenditure deviating from the grant purposes shall require advance 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 five years following the Commencement Date.

3. Project Administrator. MCEC designates Amy Gillespie, Grant Management and Compliance Officer, and Partner designates Stephen Morel, Chief Executive Officer and Jean Moyer, Senior Director of Finance and Administration to serve as Project Administrator for this Agreement. All contact between MCEC and MCGB regarding all matters relative to this Agreement shall be coordinated through the Administrative Officer. The Project Administrator may be changed with written notice to the other Party.

4. Non-Assignment. MCEC and MCGB 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, which consent may not be unreasonably withheld.

5. Amendment of Agreement. This agreement may be amended only as MCEC and MCGB 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. Each Party may not advertise or describe the support of the other Party in any publications, press releases, or other public communications without prior written consent of that Party. The Parties agree that MCEC will be recognized as a sponsor of the MSFA Grant in all publications or public communications made in connection with the grant purposes, unless MCEC indicates otherwise.

8. Recordkeeping and Reporting. MCEC and MCGB shall maintain records of receipts and expenditures related to use of the grant funds and shall provide such records to MCEC who may with reasonable notice, at any time and at its own expense, examine, audit, or

have audited the records of MCGB insofar as they relate to activities supported by the grant funds or carried out pursuant to this Agreement. MCEC and MCGB 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 reasonable discretion, such action is necessary in connection with the following:

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

10. Contract Performance. MCGB 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.

11. Termination. MCEC may terminate this Agreement at any time if MCGB 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. Any grant funds unexpended as of the date of termination shall be returned to MCEC.

12. Drug and Alcohol-Free Workplace. MCEC and MCGB 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.

13. Entire Agreement. This Agreement represents the complete and final understanding of MCEC and MCGB. 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.

14. Political Contributions. MCGB 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 MOU 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: Lucy Chibandae

MONTGOMERY COUNTY GREEN BANK CORPORATION:

By: _____

Name: Stephen Morel

Title: Chief Executive Officer

Date: October 10, 2023