

APPENDIX C: OTHER ATTACHMENTS

APPENDIX C2: DRAFT MEMORANDUM OF AGREEMENT

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MEMORANDUM OF AGREEMENT

FOR THE

REDUCE COALITION PROJECT

BETWEEN

THE COALITION PARTNERS OF THE

THE BALTIMORE-COLUMBIA-TOWSON METROPOLITAN STATISTICAL AREA (MSA)

THIS MEMORANDUM OF AGREEMENT (hereinafter “MOA”) is made this ____ day of _____, 2024 (“Effective Date”), by and between the coalition members of the Baltimore-Columbia-Towson Metropolitan Statistical Area (MSA), which includes , the Mayor and City Council of Baltimore, a municipal corporation of the State of Maryland, acting by and through its Department of Planning and its Office of Sustainability and its Department of Public Works (the “City”), the Resilience Authority of Annapolis & Anne Arundel County, the Department of Environmental Protection and Sustainability in Baltimore County, Carroll County, Harford County, Howard County Maryland, a body corporate and politic (“Howard County”)and Queen Anne’s County (collectively “the MSA Coalition Partners” or “Parties”).

A. THE MSA COALITION PARTNERS:

LEAD COALITION PARTNER APPLICANT: The Mayor and City Council of Baltimore, by and through its Department of Planning and its Office of Sustainability and its Department of Public Works

COALITION MEMBERS

- The Mayor and City Council of Baltimore by and through its Department of Planning and its Office of Sustainability and its Department of Public Works (the “City”);
- The Resilience Authority of Annapolis & Anne Arundel County, representing both the City of Annapolis and Anne Arundel County;
- The Department of Environmental Protection and Sustainability in Baltimore County;
- Carroll County;
- Harford County;
- Howard County; and
- Queen Anne’s County.

B. PURPOSE:

The purpose of this MOA is to memorialize the collaboration of the MSA Coalition Partners and to outline the agreed upon roles, of the MSA Coalition Partners, to include the responsibilities and commitments of each MSA Coalition Partner to the Climate Pollution Reduction Grant (CPRG) competition proposal.

C. AGREED UPON ROLES, RESPONSIBILITIES AND COMMITMENTS OF EACH MSA COALITION PARTNER:

Each of the MSA Coalition Partners agree to the following:

I. THE MAYOR AND CITY COUNCIL OF BALTIMORE BY AND THROUGH ITS DEPARTMENT OF PLANNING AND ITS OFFICE OF SUSTAINABILITY AND ITS DEPARTMENT OF PUBLIC WORKS:

1. Supporting, to the extent resources, capacity and time allows, the activities, inputs and outputs that assist the State of Maryland and each local government, as MSA Coalition Partners, to reduce the emission of greenhouse gases, criteria air pollutants and where applicable, other co-pollutants
2. Advancing the actions detailed in the CPRG competition proposal including fundamental goals to:
 - a. Authentically, meaningfully engage communities, stakeholders, constituencies and individuals in the Baltimore-Columbia-Towson MSA in pursuit of the target emission reductions;
 - b. Deploy community-level investments that mitigate the effects of climate change, reduce climate pollution and support positive climate behavior changes;
 - c. Implementing waste reduction and diversion approaches outlined in the REDUCE Coalition CPRG competition proposal;
 - d. Contribute to pilots, projects, programs, initiatives or other efforts that support the financing of climate pollution reduction models; and
 - e. Advance a workforce primed to tackle complex climate challenges.

II. THE RESILIENCE AUTHORITY OF ANNAPOLIS & ANNE ARUNDEL COUNTY, REPRESENTING BOTH THE CITY OF ANNAPOLIS AND ANNE ARUNDEL COUNTY:

1. Supporting, to the extent resources, capacity and time allows, the activities, inputs and outputs that assist the State of Maryland and each local government, as MSA Coalition Partners, to reduce the emission of greenhouse gases, criteria air pollutants and where applicable, other co-pollutants
2. Advancing the actions detailed in the CPRG competition proposal including fundamental goals to:
 - a. Authentically, meaningfully engage communities, stakeholders, constituencies and individuals in the Baltimore-Columbia-Towson MSA in pursuit of the target emission reductions;
 - b. Deploy community-level investments that mitigate the effects of climate change, reduce climate pollution and support positive climate behavior changes;
 - c. Implementing waste reduction and diversion approaches outlined in the REDUCE Coalition CPRG competition proposal;
 - d. Contribute to pilots, projects, programs, initiatives or other efforts that support the financing of climate pollution reduction models; and
 - e. Advance a workforce primed to tackle complex climate challenges.

1. III. THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND SUSTAINABILITY IN BALTIMORE COUNTY:

1. Supporting, to the extent resources, capacity and time allows, the activities, inputs and outputs that help the State of Maryland and each local government, as MSA Coalition Partners, to reduce the emission of greenhouse gases, criteria air pollutants and where applicable, other co-pollutants

2. Advancing the actions detailed in the CPRG competition proposal including fundamental goals to:

- A. Authentically, meaningfully engage communities, stakeholders, constituencies and individuals in Baltimore County in pursuit of the target emission reduction;
- B. Deploy community-level investments, creating synergies and alignment to the County's enterprise strategic plan goals and master plan goals, that mitigate the effects of climate change, reduce climate pollution and support positive climate behavior change;
- C. Implementing waste reduction and diversion approaches outlined in the REDUCE Coalition competitive CPRG proposal. This will focus on preventing, diverting and recycling, reusing and repurposing would-be waste materials into the local economy; and
- D. Contribute to pilots, projects, programs, initiatives or other efforts that support the financing of climate pollution reduction model.

IV. CARROLL COUNTY:

1. Supporting, to the extent resources, capacity and time allows, the activities, inputs and outputs that help the State of Maryland and each local government, as MSA Coalition Partners, to reduce the emission of greenhouse gases, criteria air pollutants and where applicable, other co-pollutants

2. Advancing the actions detailed in the CPRG competition proposal including fundamental goals to:

- a. Authentically, meaningfully engage communities, stakeholders, constituencies and individuals in the Baltimore-Columbia-Towson MSA in pursuit of the target emission reductions;
- b. Deploy community-level investments that mitigate the effects of climate change, reduce climate pollution and support positive climate behavior changes;
- c. Implementing waste reduction and diversion approaches outlined in the REDUCE Coalition CPRG competition proposal;
- d. Contribute to pilots, projects, programs, initiatives or other efforts that support the financing of climate pollution reduction models; and
- e. Advance a workforce primed to tackle complex climate challenges.

V. HARFORD COUNTY:

1. Supporting, to the extent resources, capacity and time allows, the activities, inputs and outputs that help the State of Maryland and each local government, as MSA Coalition Partners, to reduce the emission of greenhouse gases, criteria air pollutants and where applicable, other co-pollutants.
2. Advancing the actions detailed in the CPRG competition proposal including fundamental goals to:
 - a. Authentically, meaningfully engage communities, stakeholders, constituencies and individuals in the Baltimore-Columbia-Towson MSA in pursuit of the target emission reductions;
 - b. Deploy community-level investments that mitigate the effects of climate change, reduce climate pollution and support positive climate behavior changes;
 - c. Implementing waste reduction and diversion approaches outlined in the REDUCE Coalition CPRG competition proposal;
 - d. Contribute to pilots, projects, programs, initiatives or other efforts that support the financing of climate pollution reduction models; and
 - e. Advance a workforce primed to tackle complex climate challenges.

VI. HOWARD COUNTY:

1. Supporting, subject to appropriation and to the extent resources, capacity and time allows, the activities, inputs and outputs that help the State of Maryland and each local government, as MSA Coalition Partners, to reduce the emission of greenhouse gases, criteria air pollutants and where applicable, other co-pollutants
2. Advancing the actions detailed in the CPRG competition proposal including fundamental goals to:
 - a. Authentically, meaningfully engage communities, stakeholders, constituencies and individuals in the Baltimore-Columbia-Towson MSA in pursuit of the target emission reductions;
 - b. Deploy community-level investments that mitigate the effects of climate change, reduce climate pollution and support positive climate behavior changes;
 - c. Implementing waste reduction and diversion approaches outlined in the REDUCE Coalition CPRG competition proposal;
 - d. Contribute to pilots, projects, programs, initiatives or other efforts that support the financing of climate pollution reduction models; and
 - e. Advance a workforce primed to tackle complex climate challenges.

VII. QUEEN ANNE'S COUNTY:

1. Supporting, to the extent resources, capacity and time allows, the activities, inputs and outputs that help the State of Maryland and each local government, as MSA Coalition Partners, to reduce the emission of greenhouse gases, criteria air pollutants and where applicable, other co-pollutants
2. Advancing the actions detailed in the CPRG competition proposal including fundamental goals to:

- a. Authentically, meaningfully engage communities, stakeholders, constituencies and individuals in the Baltimore-Columbia-Towson MSA in pursuit of the target emission reductions;
- b. Deploy community-level investments that mitigate the effects of climate change, reduce climate pollution and support positive climate behavior changes;
- c. Implementing waste reduction and diversion approaches outlined in the REDUCE Coalition CPRG competition proposal;
- d. Contribute to pilots, projects, programs, initiatives or other efforts that support the financing of climate pollution reduction models; and
- e. Advance a workforce primed to tackle complex climate challenges.

D. OPERATING MODEL FOR THE MSA COALITION PARTNERS:

REDUCE Coalition Project Operating Model

The Mayor and City Council of Baltimore, by and through its Department of Planning and its Office of Sustainability and its Department of Public Works will lead the MSA Coalition Partners on the REDUCE Coalition Project. The MSA Coalition Partners will create a steering committee made up of local representatives chosen within each of the MSA Coalition Partners' jurisdiction, and each local representative will be responsible for directing the work and efforts detailed under the CPRG competition proposal in their respective jurisdictions. Each individual MSA Coalition Partner participating in the REDUCE Coalition Project will have their respective local representatives participate on a bi-weekly REDUCE Coalition in order to coordinate the collective efforts of each MSA Coalition Partner. As the LEAD APPLICANT, the City will be responsible for scheduling routine meetings, drafting meeting agendas and minutes, and other key administrative tasks needed to communicate in an effective, timely, and efficient manner.

E. MSA COALITION PARTNERS WILL BENEFIT THE PROJECT THROUGH THE FOLLOWING COLLABORATION AND PARTNERSHIPS:

The seven (7) jurisdictions in the MSA Coalition Partners will each contribute to the REDUCE Coalition Project's geographic diversity, unique governance structures for addressing climate changes, and provide a combined level of experience spanning several decades. Specifically, the REDUCE Coalition Project model will benefit this project by:

- Leveraging collective impact from each MSA Coalition Partner on a regional scale;
- Un-siloing climate mitigation investments across the region;
- Replicating proven climate pollution reduction activities with proven impact across the region;
- Learning from peers in each local government; and
- Maximizing current and future climate investments.

F. MSA COALITION PARTNERS RESOURCES FOR CONTRIBUTIONS:

Each MSA Coalition Partner will contribute the following to the REDUCE Coalition Project:

- One project manager/lead must be able to dedicate at least 5% FTE to the REDUCE Coalition workplan implementation;

- Data, technical analyses and/or research related to past, current, or future climate pollution reduction or related work;
- Applicable in-kind contributions;
- Training or facilitation support as needed; and
- Other related services.

H. RESPONSIBILITY STATEMENT FROM THE LEAD APPLICANT:

The Mayor and City Council of Baltimore by and through its Department of Planning and its Office of Sustainability and its Department of Public Works, will take full responsibility for the REDUCE Coalition Project by meeting the specified goals, deliverables and performance measures and will be accountable to the Environmental Protection Agency (EPA) for effectively carrying out the full scope of work outlined in the CPRG competition proposal . The Mayor and City Council of Baltimore by and through its Department of Planning and its Office of Sustainability and its Department of Public Works will take full responsibility for the proper fiscal management of the CPRG grant, if awarded.

I. RESPONSIBILITY STATEMENT FROM REMAINING MSA COALITION PARTNERS OTHER THAN THE LEAD APPLICANT:

The remaining MSA Coalition Partners , including The Resilience Authority of Annapolis & Anne Arundel County (representing both the City of Annapolis and Anne Arundel County), the Department of Environmental Protection and Sustainability in Baltimore County, Carroll County, Harford County, Howard County and Queen Anne’s County, will take full responsibility for the REDUCE Coalition Project meetings, the specified goals, deliverables and performance measure and will be accountable to the EPA for effectively carrying out the full scope of work outlined in the CPRG competition proposal . The MSA Coalition Partners will comply with the Mayor and City Council of Baltimore, by and through its Department of Planning and its Office of Sustainability and its Department of Public Works’ parameters for the proper fiscal management of the CPRG grant, if awarded.

J. TERM:

The term of this MOA shall begin upon the date the last Party signs this MOA (the “Effective Date”), and terminate upon the execution and approval by the Board of Estimates of Baltimore City (the “Board”) of a subsequent agreement, unless terminated earlier pursuant to this MOA, and is contingent on the EPA grant being awarded to the Baltimore-Columbia-Towson Metropolitan Statistical Area (MSA) and/or MSA Coalition Partners. No work may begin under this MOA until all Parties have signed it.

K. EXPENSES:

Each MSA Coalition Partner shall be responsible for its own expenses up until the date the subsequent agreement for such services is agreed to between the MSA Coalition Partners. Any subsequent agreement for the provision of services is contingent on approval of the Board of Estimates of Baltimore City and the EPA grant being awarded to the Baltimore-Columbia-Towson Metropolitan Statistical Area (MSA) and/or MSA Coalition Partners for such services.

L. INDEMNIFICATION:

Each MSA Coalition Partner shall mutually indemnify, defend and hold harmless each other , their respective elected/appointed officials, employees, agents, and volunteers from any and all claims, demands, suits, and actions, including attorneys’ fees and court costs, connected therewith, brought against the other MSA Coalition Partner(s) their respective elected/appointed officials, employees, agents and volunteers, arising as a result of any activities caused by the direct or indirect, willful, or negligent act or omission of any of the other MSA Coalition Partner(s) , its officials, employees, agents, volunteers or contractors arising out of this MOA.

M. LIABILITY:

Subject to any limitations imposed by law, each of the MSA Coalition Partners agree that each of the MSA Coalition Partners shall be responsible for its own actions and omissions, pursuant to the performance of this MOA, and no MSA Coalition Partner(s) shall try to hold the other MSA Coalition Partner(s) liable with respect to any matter not arising from the other MSA Coalition Partner(s)’ actions or omissions.

N. COMPLIANCE WITH LAWS:

Each MSA Coalition Partner shall comply with all federal, state, and local laws applicable to this MOA.

O. TERMINATION:

This MOA shall automatically terminate upon the approval date of the subsequent agreement between the MSA Coalition Partners for the provision of such services. Any of the MSA Coalition Partners may terminate this MOA by giving to the other MSA Coalition Partners written notification thereof at least thirty (30) days prior to termination. This MOA shall be void if the EPA does not award the grant to the Baltimore-Columbia-Towson Metropolitan Statistical Area (MSA) and/or MSA Coalition Partners for provision of such services or the Board of Estimates of Baltimore City does not approve of the subsequent agreement for services.

P. NOTICES:

Any notices required or permitted under this MOA shall be in writing and mailed, postage prepaid, to the other MSA Coalition Partners by certified mail, return receipt requested, or hand delivered, with receipt obtained therefore, to the following:

MAYOR AND CITY COUNCIL OF BALTIMORE CITY, BY AND THROUGH ITS DEPARTMENT OF PLANNING AND ITS OFFICE OF SUSTAINABILITY AND ITS DEPARTMENT OF PUBLIC WORKS	Notice Address: 417 E. FAYETTE STREET, 8TH FLOOR BALTIMORE, MD 21202
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THE RESILIENCE AUTHORITY OF ANNAPOLIS & ANNE ARUNDEL BALTIMORE COUNTY, REPRESENTING BOTH THE CITY OF ANNAPOLIS AND ANNE ARUNDEL COUNTY	Notice Address: HERITAGE COMPLEX 2666 4 HERITAGE TRAINING ROOM RIVA ROAD ANNAPOLIS, MD 21401
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND SUSTAINABILITY IN BALTIMORE COUNTY	Notice Address: 111 W. CHESAPEAKE AVE, STE 305 TOWSON, MD 21204
CARROLL COUNTY	Notice Address: 225 NORTH CENTER STREET WESTMINSTER, MD 21157
HARFORD COUNTY	Notice Address: 220 S. MAIN STREET BEL AIR, MD 21014
HOWARD COUNTY	Notice Address: 9200 BERGER ROAD COLUMBIA, MD 21046
QUEEN ANNE’S COUNTY	Notice Address: QUEEN ANNE'S COUNTY PLANNING AND ZONING 110 VINCIT ST., SUITE 104 CENTREVILLE, MD 21617

Q. AMENDMENTS:

The MSA Coalition Partners may amend this MOA only by written amendment, signed by all MSA Coalition Partners

R. GOVERNING LAW AND VENUE:

This MOA and the rights and obligations of the MSA Coalition Partners hereunder shall be governed by and construed in accordance with the laws of the State of Maryland and Baltimore City. Furthermore, the Parties hereto agree that any suits or actions brought by any party against the other shall be brought in a court of competent jurisdiction in Baltimore City.

S. INVALIDITY OF PARTICULAR PROVISIONS:

If any term or provision of this MOA or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this MOA shall be valid and be enforced to the fullest extent permitted by law.

T. NO WAIVER:

The waiver of any terms of this MOA, or the failure of the Parties to insist on strict compliance or prompt performance of any terms of this MOA, followed by the acceptance of such performance thereafter, shall not constitute or be construed as a waiver or relinquishment of any right by Parties to enforce all terms strictly in the event of a continuous or subsequent default.

U. RELATIONSHIPS BETWEEN PARTIES:

Nothing in this MOA shall be construed to create an employment relationship between the Parties including any staff or contractor that is assigned to perform any work related to this MOA or subsequent definitive agreement.

V. ENTIRE MEMORANDUM OF AGREEMENT:

This MOA constitutes the entire, full and final understanding between the MSA Coalition Partners hereto and none of the MSA Coalition Partners shall be bound by any representation, statement, promise, or agreement not expressly set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the MSA Coalition Partners, to whom are officially authorized to sign on behalf of their respective local jurisdiction, hereby evidence their agreement to the above terms and conditions by having executed this MEMORANDUM OF AGREEMENT.

MAYOR AND CITY COUNCIL OF BALTIMORE CITY, BY AND THROUGH ITS DEPARTMENT OF PLANNING AND ITS OFFICE OF SUSTAINABILITY AND ITS DEPARTMENT OF PUBLIC WORKS	Authorized Signatory	Date of Signature

THE RESILIENCE AUTHORITY OF ANNAPOLIS & ANNE ARUNDEL BALTIMORE COUNTY, REPRESENTING BOTH THE CITY OF ANNAPOLIS AND ANNE ARUNDEL COUNTY	Authorized Signatory	Date of Signature
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND SUSTAINABILITY IN BALTIMORE COUNTY	Authorized Signatory	Date of Signature
CARROLL COUNTY	Authorized Signatory	Date of Signature
HARFORD COUNTY	Authorized Signatory	Date of Signature
HOWARD COUNTY	Authorized Signatory	Date of Signature
QUEEN ANNE’S COUNTY	Authorized Signatory	Date of Signature