

## MEMORANDUM OF UNDERSTANDING

Between  
Montgomery County, Maryland  
And  
[NAME OF ON-SITE GENERATOR]

This MEMORANDUM OF UNDERSTANDING (the “Agreement” or “MOU”) is between MONTGOMERY COUNTY, MARYLAND (the “County”), a body corporate and politic, and [NAME OF ON-SITE GENERATOR] (the “Generator”). This MOU becomes effective once all designated representatives of both the Generator and the County (collectively, the “Parties”) have signed it.

### Purpose

The purpose of this Agreement is to specify the general terms and conditions of the Generator’s participation in the County’s Clear Energy Rewards Program.

### Background

1. In accordance with Section 18A-11 of the Montgomery County Code, the County, through its Department of Environmental Protection (DEP), has established a Clean Energy Rewards Program to provide financial and other appropriate incentives to encourage consumers throughout Montgomery County to choose electricity generated from renewable sources.
2. Under the Montgomery County Clean Energy Rewards Program (the “Program”), the County makes incentive payments available to consumers through utility companies that DEP has certified as clean energy suppliers.
3. The above-named entity has been certified by DEP to be either a clean energy supplier, or an on-site generator of clean energy, and thereby eligible to participate in the Program.

### Mutual Agreements

The Parties agree as follows:

1. Before an on-site generation system may qualify for incentive payments under the Program, the Generator must provide DEP with system data to estimate the volume of clean energy generated during the incentive timeframe. DEP will use technically accepted methods such as National Renewable Energy Laboratory’s PV Watts or other methodology to estimate clean energy generation for all on-site generators.
2. The parties acknowledge that by virtue of the program and the requirements of a public entity that program results must be made public and reported to County constituents. Program results will be presented in aggregate and could include the number of kWh purchased and or generated by program participants, the amount of carbon emissions reduced, the number of consumers participating in the program, and other general program results.

3. The Generator must participate in the County's program evaluation and auditing processes related to the Program.
4. This Agreement does not constitute a partnership, and nothing herein contained is intended to constitute, nor shall it be construed to constitute, the Parties as partners of each other. Neither party hereto shall have any power or authority to (a) act in the name or on behalf of the other party hereto or (b) incur or accept any liability or obligation binding upon the other party without the express prior written consent of the party to be bound.
5. Each party (as such, the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party (as such, the "Indemnified Party") against all losses, liabilities, costs and expenses, including, related legal fees and disbursements, incurred by the indemnified party, if and to the extent such loss, liability, cost or expense results from the conduct of the indemnifying party, its employees, agents, officers, directors or any other person acting on its behalf and if that person acted without actual malice and within the scope of that person's employment with the indemnifying party. The County's liability hereunder shall be subject to and limited by the provisions, type of liability, notice requirements, and maximum amounts established in the Local Government Tort Claims Act, Section 5-301 et seq., Courts and Judicial Proceedings Article, Annotated Code of Maryland, as amended. Either party's obligation under this paragraph is subject to and contingent upon the other party providing it with notice of any and all claims upon which the party will rely for indemnification. A party's failure to provide timely notice of any claim shall cause this indemnification to be void and of no further force or effect as to the event for which the party seeks protection under the indemnification. This indemnification shall not be considered to be a waiver of any immunity held by the County, its employees, agents, officers, directors, or any other persons acting on its behalf and is not intended to create any rights or causes of action in third parties.
6. This Agreement may be amended by the mutual consent of the Parties, and may be terminated by either party with 30 days written notice to the other party.
7. The initial term of this Agreement is for a period of one year. Thereafter, the Agreement will automatically renew from year-to-year unless terminated in accordance with paragraph 6.

**[NAME OF GENERATOR]**

**For Montgomery County, Maryland**

**[NAME OF GENERATOR]**  
**[GENERATOR'S MAILING ADDRESS]**

**MONTGOMERY COUNTY, MARYLAND**  
Executive Office Building  
101 Monroe Street  
Rockville, Maryland 20850-2540

BY: \_\_\_\_\_  
[        ]  
Generator

BY: \_\_\_\_\_  
Timothy L. Firestine  
Chief Administrative Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approval Recommended:

BY: \_\_\_\_\_  
Fariba Kassiri  
Director (Acting)  
Department of Environmental Protection

Date: \_\_\_\_\_

Approved as to form and legal sufficiency  
by the Office of the County Attorney:

This \_\_\_\_\_ day of \_\_\_\_\_ 2006

BY: \_\_\_\_\_  
Walter E. Wilson  
Associate County Attorney