

**FY 2023 AGREEMENT BETWEEN THE
MARYLAND MOTOR VEHICLE ADMINISTRATION
AND
THE MARYLAND DEPARTMENT OF THE ENVIRONMENT
VEHICLE EMISSIONS INSPECTION PROGRAM
V-MUL-14032-S**

THIS AGREEMENT, dated as of January 25, 2023~~2022~~^{XXXX}, by and between the Maryland Motor Vehicle Administration (hereinafter "MDOT MVA"), a modal under the Maryland Department of Transportation (MDOT), and the Maryland Department of the Environment, (hereinafter "MDE") reflects the understanding of the respective parties hereto with regard to the funding of the Vehicle Emissions Inspection Program (hereinafter "VEIP") for Fiscal Year 2023, and subsequent fiscal years.

WITNESSETH THAT:

WHEREAS, pursuant to the Transportation Article, Annotated Code of Maryland, Title 23, Subtitle 2 (Motor Vehicle Emissions Inspection) and Title 2 of the Environment Article, the MDOT MVA and MDE are authorized, and have established, a VEIP and have joint responsibilities for administration and oversight of the VEIP; and

WHEREAS, MDOT MVA and MDE have mutually agreed on specific duties and activities to be conducted by each agency in order to fulfill this joint responsibility for administration and oversight of the VEIP. Specifically, MDOT MVA administers the vehicle scheduling and motorist enforcement aspects of VEIP, oversees program operations, and serves as VEIP contract administrator. MDE oversees program design, establishes test procedures and standards, administers the quality assurance auditing aspects of VEIP, performs vehicle test and repair data analysis, as well as air quality benefits modeling, manages the preparation and submittal of the State Implementation Plan (SIP) including VEIP regulation development and promulgation, prepares and submits program reports to the U.S. Environmental Protection Agency (EPA), administers the certification programs for repair facilities, repair technicians and fleet operators, provides training classes for the repair community and fleets to improve repair effectiveness, and oversees other appropriate new VEIP projects; and

WHEREAS, funds were appropriated in the Fiscal Year 2023 MDOT MVA budget to reimburse MDE for the costs of the services provided in connection with the VEIP; and

WHEREAS, pursuant to Section 2-103(h) of the Transportation Article, the Secretary (MDOT) or his designee may contract with any person, including other units of the State, for any transportation related purpose.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representatives herein, the Secretary of Transportation and the Secretary of Environment agree as follows:

1. The recitals set forth above are incorporated herein.
2. In Fiscal Year 2023 and subsequent fiscal years, MDOT MVA shall provide financial support for MDE's VEIP services as set forth above.
3. MDE shall submit an estimated budget request to MDOT MVA reflecting planned expenditures by MDE in connection with the VEIP. The budget request shall be submitted in accordance with MDOT MVA's budget cycle. (See Attachment 1)

4. MDOT MVA will pay to MDE a sum in Fiscal Year 2023 not to exceed \$1,252,004 subject to Paragraphs 11 - 14 and 18 herein.
5. Payments to MDE in Fiscal Year 2023, and each subsequent fiscal year, shall not exceed the amount included in the Budget Bill appropriation to MDOT MVA for MDE's VEIP services unless MDOT MVA and MDE agree otherwise and so long as additional funds are appropriated in accordance with Section 7-209 of the State Finance and Procurement Article, Annotated Code of Maryland.
6. Payments shall be made by MDOT MVA to MDE and will be based on invoices submitted for expenditures incurred and work performed by MDE. Such invoices shall be submitted by MDE to MDOT MVA on a quarterly basis.
7. MDE agrees to provide a quarterly report to MDOT MVA regarding MDE's quality assurance audits and activities within the Certified Emissions Repair Facility (CERF), Master Certified Emissions Technician (MCET), and Fleet programs. MDE also agrees to provide to MDOT MVA an annual status report of MDE's VEIP projects and activities, to send to MDOT MVA a copy of VEIP State Implementation Plan Revisions and Submittals as well as pertinent VEIP test procedures and data analysis reports prepared.
8. MDOT MVA agrees to provide MDE with monthly vehicle waiver data and an annual fiscal year registration database update.
9. During the fiscal year, MDE and MDOT MVA will work together in preparing any and all annual reports on the VEIP required by EPA.
10. MDE shall maintain separate and complete accounting records consistent with generally accepted accounting procedures and which accurately reflect all income and expenditures for MDE's VEIP services. MDE's records will provide sufficient detail in order to determine the nature of costs incurred by MDE for each program element. MDE accounting records shall be maintained for a period of three (3) years after the end of each fiscal year in which funds are received by MDE from MDOT MVA.
11. MDOT MVA may perform interim and final audits of the amounts paid to MDE under the terms of this Agreement. The final audit shall commence within three (3) years of the end of the term of this Agreement. If it is determined, as a result of any audit, that MDOT MVA has made payments in excess of the amount allowed pursuant to all the terms and conditions of this Agreement, such excess amounts shall be promptly remitted to MDOT MVA, or, as it relates to interim audits, MDOT MVA, in its discretion, shall reduce the amount of the next fiscal year's payment under this Agreement. If it is determined, as a result of an audit, that MDOT MVA has made payments that are less than the amount required pursuant to all the terms and conditions of this Agreement, such additional required amounts will be added to the next fiscal year's payment under this Agreement, subject to required budgetary appropriations.
12. If MDE violates the terms of this Agreement, MDOT MVA reserves the right to suspend or terminate all or part of the financial assistance as provided herein. Termination of this Agreement will not invalidate costs and expenses incurred by MDE prior to the date of termination to the extent they are non-cancelable. The acceptance of a remittance from MDOT MVA of any funds, or the closing out of MDOT MVA's financial participation under this Agreement, shall not constitute a waiver of any claim which MDOT MVA may otherwise have arising out of this Agreement.

13. In any fiscal year subsequent to Fiscal Year 2023, should funds not be appropriated, or made otherwise available, for the activities that come under this Agreement, the Agreement will terminate automatically as of the beginning of the fiscal year for which funds are not available.
14. This Agreement may be modified only by written instrument and executed by MDOT MVA and MDE.
15. This Agreement shall be construed in accordance with the Constitution and laws of the State of Maryland. MDOT MVA and MDE shall comply with the State's policy concerning drug and alcohol free workplaces, as set forth in COMAR 01.01.1988.05 and 21.11.08, and must remain in compliance throughout the term of this Agreement. MDOT MVA and MDE warrant that the signatories of this Agreement, and all personnel performing any duties pursuant to this Agreement, are familiar with all provisions of the federal Driver Privacy Protection Act of 1994, 18 U.S.C. Subsection 2721 et seq., and with Subsections 10-611, 10-616, 10-626 of the State Government Article Subsection 12-111 through 12-113 of the Transportation Article, Annotated Code of Maryland, which limit access to personal information from public records in Maryland. MDOT MVA and MDE further agree that all users will abide by the terms of both federal and state law including, but not limited to, those restricting access to personal information from MDOT MVA and MDE records only to those persons, and for those purposes, which are permitted under federal and state law. MDOT MVA and MDE shall keep a record for 5 years of the person to whom the information is disclosed and the purpose for which the information is to be used and make the record available to the MDOT MVA and MDE.
16. MDOT MVA and MDE certify that they prohibit and covenant that they will continue to prohibit, discrimination on the basis of: (i) political or religious opinion or affiliation, marital status, race, color, creed, or national origin, (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; and (iii) the physical or mental disability of a qualified individual with a disability. Upon request, MDOT MVA and MDE will submit to the other information relating to its operations with regard to political or religious opinion or affiliation, marital status, physical or mental disability, race, color, creed, sex, age, and national origin.
17. All payments hereunder by MDOT MVA to MDE are subject to, and must conform with, the appropriation requirements and budgetary provisions of Section 3-216(d) of the Transportation Article of the Annotated code of Maryland and any amendment thereof.
18. This Agreement and Attachments are the exclusive statement of the parties with respect to its subject matter and, except as stated otherwise herein, supersedes all prior agreements, negotiations, representations and proposals, written and oral, relating to its subject matter. Neither party shall be construed to be the primary drafter thereunder.

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IN WITNESS WHEREOF, the parties have executed this FY 2023 VEIP Agreement effective as of the date set forth above.

MARYLAND DEPARTMENT OF THE ENVIRONMENT

June Dwyer

Digitally signed by June Dwyer
Date: 2023.01.25 16:42:45 -05'00'

Date: 1/25/2023

Thomas J. French, Director
Operational Services Administration

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Cynthia Weisz

Office of the Attorney General

Date: 1/25/2023

MARYLAND DEPARTMENT OF TRANSPORTATION

Christine Nizer

Christine Nizer, Administrator
Maryland Motor Vehicle Administration

Date: 1/23/23

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Damon Bell

Office of the Attorney General

Date: January 19, 2023