

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE UNITED STATES GENERAL SERVICES
ADMINISTRATION AND
POTOMAC ELECTRIC POWER
COMPANY**

This non-binding Memorandum of Understanding (MOU) is made and entered into by the United States General Services Administration (GSA) and Potomac Electric Power Company (Pepco). GSA and Pepco are sometimes referred to herein individually as a Party and collectively as the Parties.

I. Legal Authority: Pursuant to 40 U.S.C. 501(c), GSA is authorized to represent certain executive agencies in negotiations with public utilities.

II. Purpose: The Parties' collective goal is to work collaboratively and expeditiously, under the terms and conditions herein, toward exploring a non-binding plan that enables Pepco to support the Federal Government, as represented by GSA, in achieving its sustainability goals through efforts targeted to specific GSA-owned buildings in the District of Columbia and to advance the decarbonization of the grid, in furtherance of Executive Order 14057.¹ Further, the Parties seek to collaborate to pursue the sustainability goals in a way that is efficient and economical and for the good of the public, GSA and other Federal customers served by Pepco. Achieving these sustainability goals benefits the environment and enables the continued expansion of economic renewable energy, which should create and provide jobs while increasing the tax base for the District of Columbia.

III. Background: In accordance with Executive Order 14057 and its associated Implementing Instructions,² the Federal Government has prioritized energy efficiency and electrification; established a goal to transform Federal procurement and operations to reduce greenhouse gas ("GHG") emissions and environmental impacts and secure a transition to clean energy and sustainable technologies. It establishes that the Federal Government would lead by example to achieve a carbon pollution-free electricity sector by 2035 and net-zero emissions economy-wide by 2050, using its scale and procurement power. In particular, the goals include 100% zero-emission vehicle acquisitions by 2035, including 100% zero emission light-duty acquisitions by 2027; net-zero emissions building portfolio by 2045, including a 50% emissions reduction by 2032; 65% reduction in scopes 1 and 2 GHG emissions from federal operations by 2030 from 2008 levels; climate resilient infrastructure and operations; and a climate- and sustainability-focused

¹ Executive Order 14057, *Catalyzing Clean Energy Industries and Jobs Through Federal Sustainability* (December 8, 2021), available at [Executive Order on Catalyzing Clean Energy Industries and Jobs Through Federal Sustainability - The White House](#)

² *Implementing Instructions for Executive Order 14057 Catalyzing Clean Energy Industries and Jobs Through Federal Sustainability*, The White House Council on Environmental Quality (August 2022), available at [E.O. 14057 Implementing Instructions \(sustainability.gov\)](#).

federal workforce. Complementing the efforts of the Federal Government, Exelon, Pepco's parent company, set a goal to reduce operations-driven GHG emissions in half (as compared to 2015 levels) by 2030 and achieve net-zero operations by 2050.

IV. Roles: GSA and Pepco would endeavor to collaborate through meetings and an exchange of information as mutually agreed may be necessary or desirable to maintain sustained progress towards decarbonization goals. As part of this collaborative effort, the Parties would identify agreements and actions that may be required to implement the activities to achieve the purpose of this MOU. GSA would coordinate, as appropriate, with other Federal agencies with the goal of maximizing the participation by, and benefit to, the Federal Government and other electricity consumers.

V. The Plan:

a. **Overview:** In developing the decarbonization roadmap, GSA and Pepco recognize the critical importance of Pepco's GHG efforts and would work jointly to identify actions and activities that the Parties could take collaboratively to help GSA achieve the goals in Executive Order 14057.

b. **Four Major Emphasis Areas of the Decarbonization Roadmap:**

1. **Fleet Electrification Impacts and Electric Vehicle Supply Equipment:** Evaluating the grid impacts of GSA fleet electrification, Pepco would work with GSA to provide technical assistance in the development and deployment of electric vehicle supply equipment (EVSE) in GSA-owned buildings in the District of Columbia.
2. **Building Electrification, Energy Efficiency, and GHG Reductions:** Evaluating the grid impacts of energy efficiency opportunities in specific GSA-owned buildings in the District of Columbia and understanding how to efficiently advance its building electrification goals.
3. **Climate-Resilient Infrastructure and Operations:** Enabling and advancing GSA's climate resilience goals by evaluating, in partnership with others, the feasibility of new renewable energy projects on GSA-owned buildings in the District of Columbia to be mutually determined by the Parties that could potentially benefit low-income customers in the surrounding communities. The Parties would explore new technologies that may advance grid resilience on GSA-owned buildings to be mutually determined by the Parties. The Parties' collaboration would include, but may not be limited to, working together to explore opportunities to access multiple incentives for clean and resilient infrastructure development.

4. **Workforce Development, Supplier Diversity and Advancing Diversity, Equity and Inclusion (“DEI”):** Support efforts that source and employ from local and under-resourced communities by contracting with diverse local businesses and by utilization and support of workforce development efforts in the District of Columbia. The Parties would share best practices on workforce development, supplier diversity and advancing DEI intended to increase outreach and workforce development program participation.

VI. **Schedule:** GSA would endeavor to develop its decarbonization roadmap, with Pepco’s assistance, including a proposed implementation schedule, by March 31, 2024.

VII. **Terms and Conditions:**

- a. This MOU is effective on the date signed by the last Party. This MOU remains in effect for a term of two years from the effective date unless extended pursuant to Section VII.b below or terminated pursuant to Section VII.c below.
- b. This MOU may be amended by the mutual written agreement of both Parties through issuance of a written supplemental agreement that is signed and dated by both Parties.
- c. This MOU may be terminated 30 days after either Party provides written notice of such termination to the other Party.
- d. This MOU is to be construed in a manner consistent with applicable laws and regulations and GSA policies and procedures. This MOU neither expands nor detracts from those powers and authorities vested in the Parties by applicable laws, statutes, or regulations. All actions undertaken pursuant to this MOU are subject to, and would be carried out in compliance with, all applicable laws, regulations, and other legal requirements.
- e. This MOU is for internal management purposes for each of the Parties. Except for its binding provisions set forth in Section VIII below, this MOU is not legally enforceable and shall not be construed to create any legal obligations on the part of either Party. This MOU shall not be construed to provide a private right or cause of action for or by any person or entity.
- f. This MOU in no way restricts either Party from participating in any activity with other public or private agencies, organizations, or individuals.
- g. This MOU is neither a fiscal nor a funds obligation document. Nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.
- h. All activities of GSA under or pursuant to this MOU are subject to the availability of

appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1301

V . Effect of this MOU: The Parties agree that this MOU is intended to be a statement of the understanding between the Parties on the matters described herein and is not intended as an offer or any other type of binding obligation or commitment of either Party, except that the following Sections hereof will be fully binding on the Parties: Section V (Terms and Conditions); and Section V (Effect of this MOU) This MOU sets forth the entire understanding of the Parties and supersedes all prior agreements, arrangements, representations, or understandings relating to the subject matter hereof The unenforceability of any provision of this MOU in a specific situation will not affect the remaining provisions hereof.

IN WITNESS WHEREOF, the Parties have executed this MOU on the dates hereinafter identified.

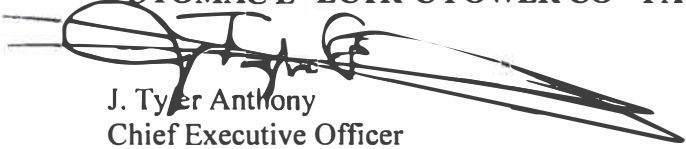
UNITED STATES OF AMERICA, acting by and through the Administrator of General Services



Robin Carnahan
Administrator
U S General Services Administration
8 F Street, NW
Washington, DC 20545

Date: 8/15/2023

POTOMAC ELECTRIC POWER COMPANY



J. Tyler Anthony
Chief Executive Officer
Pepco Holdings
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Date: 8/14/23