

#78

EPD CONTRACT ROUTING SLIP

AIR BRANCH

Route Through	Initials	Date
1 Sakina Strozier	SS	2/27/17
2 Dika Kuoh		
3 Karen Hays		
4 Aubrey Hendrix	AH	3-1-17
5 Erin Ruoff	ER	3-1-17
6 Lauren Curry		
7 Richard Dunn		

Signature Required On:

Contract

To Be Signed By: Director

Cover Letter

To Be Signed By: Director

Attachments (Describe)

To Be Signed By: Director

Award:

Draft (Review and Approval Needed)

New (attach 2 originals)

Renewal (Attach copy of original)

Amendment (Attach copy of original)

I verify that the proper procurement procedures have been followed in executing the attached contract.

Signed: [Signature], Contract Administrator Date: 2/27/17

Remarks:

MOA Fulton County Schools \$300,000

Return To: Sakina Strozier

Telephone: 404-362-2749

Contract Routing Form

Contractor

Name Fulton County School District
 Address1 6201 Powers Ferry Rd
 Address2 _____
 City, State ZIP Atlanta, GA 30339
 FEI # _____ SS# _____

New / Original Contract



Amount of Original Contract \$ 300,000.00

Term of Contract From: execution To: 4/30/2017 - 8/31/2017

ER

Description School Bus Retrofits

Origin 773 Distribution Amount Fund 10100

Amount	Account	Org#	Fund Source	Sub Class	BY	Project#	OPB Program #
\$300,000.00	653001	4620772200	17315	312	2017	46207948215	3420302

Is this contract to be encumbered? Yes

Funds for this contract are budgeted: (please check one)

- In the original Annual Operating Budget Yes
- In an amendment already submitted to the Budget Office No
- Is a future amendment to be submitted to the Budget Office No

Brandi M Rudison 404-363-7012
Contract Administrator / Phone #

December 6, 2016
Date

Richard E. ...
Division Director

3/2/17
Date

Deputy Commissioner

Date

DNR Contract # _____

P. O. # _____

NIGP Code _____

Vendor / Location # _____



GEORGIA

DEPARTMENT OF NATURAL RESOURCES

ENVIRONMENTAL PROTECTION DIVISION

Richard E. Dunn, Director

Air Protection Branch
4244 International Parkway, Suite 120
Atlanta, Georgia 30354
404-363-7000

MAR 02 2017

Fulton County School District
Attn: Sam Ham
6201 Powers Ferry Rd
Atlanta, GA 30339

RE: School Bus Retrofit MOA

Dear Mr. Ham:

Attached is one (1) executed Memoranda of Agreement (MOA) providing funding not to exceed three hundred thousand dollars (\$300,000). The contract term is from execution through August 31, 2017.

If you have other questions, please contact Sakina Strozier at (404) 362-2749. We look forward to working with the school system on this important project.

Sincerely,

Richard E. Dunn
Director

RED:sbs

c: Stacy Allman (w/attachment)

Attachment: MOA (1)



MEMORANDUM OF AGREEMENT

Between

Georgia Department of Natural Resources

Environmental Protection Division

And

Fulton County Schools

For FY 2014-2016 DERA State Clean Diesel Grant

This Memorandum of Agreement ("MOA") is made effective as of the 3rd day of March 2017. This agreement is by and between the Georgia Department of Natural Resources Environmental Protection Division (the "**Division**") and the Fulton County School District (the "**District**"). The Division and the District may be referred to as a "**Party**" or collectively as the "**Parties**".

WITNESSETH

WHEREAS, the Division is established as an agency of State Government pursuant to the laws enacted by the Georgia General Assembly; and

WHEREAS, the Division is responsible for programs and activities which impact upon and are designed to protect and enhance air quality in Georgia in general and in any designated non-attainment area in particular; and

WHEREAS, heavy-duty diesel engines (HDDE) remain a significant source of particulate matter (PM) and nitrogen oxides (NOx) emissions and pre-2007 models remain largely uncontrolled; and

WHEREAS, the HDDEs in existence today may remain in use for 20 years or longer despite significant advances in HDDE emission control devices; and

WHEREAS, the Division and the District desire to cooperatively engage in a contractual arrangement to improve and enhance air quality in designated ozone non-attainment or maintenance areas; and

WHEREAS, a major barrier to the successful implementation of HDDE retrofit technologies is the lack of sufficient discretionary funding in Georgia school systems; and

WHEREAS, the Division has received funding from the United States Environmental Protection Agency's State Clean Diesel Grant Program for the purpose of replacing school buses early; and

WHEREAS, the District submitted an application for funding under the State Clean Diesel Grant Program, and the application was determined to be eligible for funding.

NOW, THEREFORE, the Division wishes to contract with the District to replace certain diesel buses early and implement additional emission reduction measures as may be amended into this MOA by mutual agreement. In consideration of the mutual promises and terms and conditions set forth herein, the Parties hereto do mutually agree as follows:

1. Scope of Services.

- A. The District shall purchase thirty five (35) new school buses for the early replacement of forty (40) of the District's existing school bus(es). The existing school bus(es) eligible for replacement in this agreement are those that have not been scheduled for replacement or would have been replaced through normal attrition/fleet turnover prior to October 1, 2019. Prior to the purchase of the replacement buses, the District must provide information for the school buses to be replaced to the Division for approval. The information must contain an identifier for the buses such as the bus number, VIN, model year, and engine manufacturer, model, and model year. Changes in which buses will be replaced, the minimum number of buses to be replaced by the District, or the fuel type of

the engine must be mutually agreed upon in writing by and between the Division and the District. The District shall provide to the Division a schedule detailing the approximate dates when the replacement school bus(es) shall be delivered and when the replaced bus(es) will be destroyed. The District shall provide a final listing of the bus(es) that were replaced with the funds provided in this MOA to the Division. The Division shall have the right to observe the destruction of the engine block(s) and manifold(s) from the replaced bus(es) and to document the purchase of the new bus(es) through on-site inspections and review of the District records. Under the scope of services of this agreement, the replacement school bus(es) are eligible for reimbursement up to 13.75% of the cost. The funding provided by the Division shall not exceed three hundred thousand dollars (\$300,000). The District shall provide a minimum of one million nine hundred sixty two thousand one hundred eighty seven dollars and fifty cents (\$1,962,187.50) in matching funds toward the purchase of the new bus(es) and administration of this project unless the total project cost is less than two million two hundred sixty two thousand one hundred eighty seven dollars and fifty cents (\$2,262,187.50), in which case the District must provide a minimum of 86.25% of the total project cost in matching funds.

- B. School bus(es) being replaced must be scrapped or rendered permanently disabled or returned to the original manufacturer for remanufacturing of the engine to a certified cleaner emission standard within 90 days of the replacement. Drilling three-inch holes in the engine blocks and manifolds and disabling the chassis while retaining possession of the buses is an acceptable scrapping method. Alternatively, the engine may be disabled by removing the engine oil from the crankcase, replacing it with a 40 percent solution of sodium silicate, and running it for a short period of time at low speeds. Remanufacturing shall be performed by the original engine manufacturer (OEM) or by a dealership/distributor that has a service program that is sponsored/backed by original engine manufacturer warranties (i.e. the new, remanufactured and upgraded engine is warranted by the OEM). Other methods may be considered

and will require prior Division approval. Vehicle components that are not part of the engine or chassis may be salvaged from the unit being replaced (e.g. seats, tires, etc.). Evidence of appropriate disposal (such as a photograph of the scrapped equipment), including engine serial number and vehicle identification number (VIN), shall be provided to the Division prior to the termination of this agreement.

- C. The District shall implement or continue to implement an unnecessary idling reduction policy, which at a minimum meets the recommendations established by the Georgia Department of Education, for the period of this agreement.
- D. The District shall maintain and enforce warranties on the replacement buses, and use the replacement buses for a minimum of four (4) years unless the buses are damaged beyond repair or become permanently inoperable. The District shall inform the Division of all replacement buses as a part of this agreement that are removed from the fleet due to damage or inoperability.
- E. The Division reserves the right to request information from the District in order to provide quarterly reports and a final report for the Georgia Department of Transportation. Information requested by the Division may include, but not be limited to, administrative updates, the number of school bus(es) replaced, maintenance issues with replacement bus(es) or fuel, and the number of students transported by replacement bus(es).
- F. The District agrees that all work performed under this MOA will comply fully with applicable administrative and other requirements established by applicable federal and state laws, regulations and guidelines. The District shall comply with all requirements or regulations of the Division that are currently applicable or become applicable during the term of this MOA.

2. Method of Payment.

The District must provide the final list of buses that were replaced to the Division before the final invoice is paid. The Division shall reimburse the District up to 13.75% of the cost of the project not to exceed three hundred thousand dollars (\$300,000), and the District shall provide a minimum of 86.25% of the total project cost or the difference

between the total project cost and funds provided by the Division, whichever is greater. The District shall provide documentation of the match for each invoice to the Division at the time that invoices are submitted. Administrative costs may be included as a part of the total project cost but are not eligible for reimbursement by the Division. The only expenses eligible for funding under this agreement are the cost of the new school buses and the equipment installed on the buses as a part of the bus order.

3. Term and Termination.

- A. The final invoice shall be submitted to the Division by August 31, 2017, and all services shall be completed by September 30, 2017, at which time, this MOA will expire.
- B. The Division and the District may renew this MOA prior to its expiration upon terms, conditions, and compensations agreeable to both Parties.
- C. Either Party may terminate this MOA for convenience in whole or in part upon thirty (30) days written notice to the other party.

4. Additional Terms and Conditions. Additional terms and conditions governing this MOA are listed below.

A. Drug-Free Workplace

- (a) The District hereby certifies that:
 - (1) A drug-free workplace will be provided for employees during the performance of this MOA; and
 - (2) It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the District that a drug-free workplace will be provided for the subcontractor's employees during the performance of this MOA pursuant to paragraph 7 of subsection B of Code Section 50-24-3."
- (b) The District may be suspended, terminated, or debarred if it is determined that:
 - (1) The District has made false certification hereinabove; or

(2) The District has violated such certification by failure to carry out the requirements of O.C.G.A. 50-24-3.

B. The Parties will conduct their coordination and ordinary communications under this MOA through their respective liaisons identified below:

The Division	The District
Stacy Allman	Name: _____
4244 International Pkwy, Suite 134	Title: _____
Atlanta, Georgia 30354	Address: _____

	Phone: _____

- C. Any suit brought to enforce this MOA or to determine any dispute under this MOA may be brought only in the Superior Court of Fulton County, Georgia. The Parties agree to submit to the personal jurisdiction of the Superior Court of Fulton County.
- D. This MOA constitutes the entire agreement between the Parties with respect to the subject matter of this MOA and may be altered or amended only by a subsequent written agreement signed by each of the Parties hereto. This MOA supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this MOA. No waiver of any of the provisions of this MOA shall be binding unless executed in writing by the Party making the waiver. No waiver of one provision shall constitute a waiver of any other provision nor shall any be deemed a continuing waiver.
- E. The headings of the paragraphs and subparagraphs hereof are for descriptive purposes only and do not modify or qualify any of the rights or obligations set forth in this Agreement.
- F. Time is of the essence in this MOA.
- G. Single Audit Act. In accordance with OMB Circular A-133, the recipients hereby agree to obtain a single audit from an independent auditor, if it expends \$750,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or thirty days after receiving the report

from the auditor, the recipient shall submit the SF-SAC and a Single Audit Report Package to the Division. More information can be found at <http://harvester.census.gov/fac/>.

5. Georgia Security and Immigration Compliance Act of 2006.

- A. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Agreement. The Contractor hereby warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90 *et. seq.*, by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 *et. seq.* The Contractor's fully-executed affidavit is attached hereto as Exhibit A and is incorporated into this Agreement by reference herein.
- B. The Contractor warrants that, in the event the Contractor employs or contracts with any subcontractor(s) in connection with this Agreement, the Contractor shall include a similar provision in all written agreements with any such subcontractor(s). The contractor agrees to maintain records of any such written subcontractor agreements for inspection by the Department at any time.

IN WITNESS WHEREOF, the Division and the District have executed this Memorandum of Agreement.

ATTEST:

**Department of Natural Resources
Environmental Protection Division**



BY: 

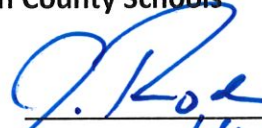
Richard E. Dunn, Director

Date: 3-3-2017

ATTEST:

Fulton County Schools



BY: 

Printed Name: Jeff Rose

Title: Superintendent

Date: _____

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Between

**Georgia Department of Natural Resources
Environmental Protection Division**

And

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For FY 2014-2016 DERA State Clean Diesel Grant

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IN WITNESS WHEREOF, the Division and the District have executed this Memorandum of Agreement.

ATTEST:

**Department of Natural Resources
Environmental Protection Division**

[Signature]

BY: *Richard E. Dunn*

Richard E. Dunn, Director

Date: 3-3-2017



ATTEST:

Fulton County Schools

[Signature]

BY: *Jeff Rose*

Printed Name: Jeff Rose

Date: _____

Title: Superintendent