



Commonwealth of Kentucky

CONTRACT

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Memorandum of Agreement

Reason for Modification:

Issuer Contact:

Name: Joan Luther

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Vendor Name:

JEFFERSON COUNTY BOARD OF EDUCATION

3332 NEWBURG RD

LOUISVILLE

KY 40218

Vendor No.

KY0035849

Vendor Contact

Name: CORDELIA HARDIN

Phone: 502-485-3353

Email: CORDELIA.HARDIN@JEFFERSON.KYSCHOOLS.US

Effective From: 2019-03-26

Effective To: 2019-08-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		JEFFERSON CO. BOARD OF EDUCATION 2018 KY CLEAN DIESEL GRANT	\$0.000000	\$54,621.00	\$54,621.00

Extended Description:

Jefferson County Public Schools (JCPS) is requesting funding to replace three school buses (two model year 2005 and one model year 2006 buses) with model year 2019 International 66-passenger buses that produce fewer diesel emissions. JCPS will permanently disable the replaced buses. This project marks an important step toward improving air quality in Louisville, KY.

Shipping Information:	Billing Information:
Division for Air Quality 300 Sower Blvd, 2nd Floor Frankfort KY 40601	Division for Air Quality 300 Sower Blvd, 2nd Floor Frankfort KY 40601

TOTAL CONTRACT AMOUNT:**\$54,621.00**

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Memorandum of Agreement Terms and Conditions

Revised April 25, 2018

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Energy and Environment Cabinet, Division for Air Quality ("the Commonwealth") and Jefferson County School Board ("the Contractor") to establish an agreement for the Kentucky Clean Diesel Grant Program. The initial MOA is effective from March 26, 2019 through August 30, 2019.

I. Scope of Services:

The Division for Air Quality (DAQ) will assist grant recipients by reimbursing up to 25% of the total cost of the purchase of a new school bus. A financial match from the school district is required for all projects.

Projects funded through this grant program must include school bus replacement.

Eligible diesel emission reduction solutions include:

Certified Vehicle Replacement

DAQ will reimburse the cost of a newer, cleaner vehicle powered by a 2017 or newer model year diesel engine or alternative fuel school bus, up to 25% of the cost of an eligible replacement vehicle.

To be considered a replacement, the vehicle being replaced must be scrapped or rendered permanently disabled within ninety (90) days of being replaced and no later than August 30, 2019.

School Bus Replacement

School bus early replacements must meet the following criteria:

Diesel powered school buses with engine model years between 1995 and 2006 are eligible for funding.

The old bus to be replaced must be diesel powered and expected to be in active use for at least three more years. The purpose of the project is to remove an older bus still in use and replace it with a new, less-polluting bus. New replacement buses that use alternative fuels are eligible for funding in addition to buses that are diesel powered.

The bus to be replaced must currently be in use as part of normal fleet operations to carry students on daily routes to and from school. The new bus must be used for the same purpose as the old bus it will replace.

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School buses with a gross vehicle weight rating (GVWR) of at least 16,001 pounds are eligible for replacement under this contract. The new vehicle must be similar in size and horsepower as the vehicle that it is replacing. For the purposes of this contract, "similar in size" is defined to mean that the GVWR of the new vehicle is no more than 125% of the old vehicle's GVWR.

The new bus must be equipped with an EPA-certified engine configuration that meets the latest EPA emission standards.

The goal of this project is to reduce diesel emissions from diesel fleets. Destruction of the old bus is required.

Destruction of the old bus engine and chassis:

This program requires that the bus being replaced be destroyed at the end of the project. A large hole, at least three inches across, that leaves no room for doubt that the engine is indeed destroyed, must be cut through the engine block (the part of the engine containing the cylinders).

The chassis of the vehicle being replaced must be disabled by cutting through the frame on each side at a point located between the front and rear axles to assure that it will not be resold to another consumer.

The destroyed engine or chassis may be sold as scrap. Any payment received for scrap can be applied toward the school's match amount. The amount of the payment must be reported to DAQ, but will not affect the amount of the award to the school district.

Equipment and vehicle components that are not part of the engine or chassis (e.g. plow blades, shovels, seats, wheels and tires, mirrors, windows etc.) may be salvaged from the unit being replaced and kept by the school district for use on other buses.

Photographic evidence of destruction is required as part of the verification process that will be performed by Kentucky DAQ staff.

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Activities/Timelines

DATE	ACTION
March 26, 2019	Project period begins
March 26, 2019	Place order for three school buses, when notified by DAQ
March 26, 2019	Issue press release and post about the grant program on district social media platforms
May 31, 2019	Progress report due
June 25, 2019	Anticipated receipt of three new school buses; install cameras and GPS; complete new bus inspection within five weeks of receipt of vehicles
July 23, 2019	Permanently disable replaced buses and take pictures of VIN, engine and chassis for documentation; provide list of disabled buses to purchasing department to be put out to bid
July 30, 2019	Post pictures of the new buses with information about the grant program on district social media platforms
August 1, 2019	All replacements complete and inspections of the new buses completed by Vehicle Maintenance Department
Up to 30 Days from Project Completion	Final Report, Invoices, and Certificate of Destruction Due

The Contractor shall implement the following:

Task 1 - Purchase three diesel 2019 International 66-passenger school buses

Task 2 - Replace three school buses (model year engines 2005 and 2006) with new diesel buses (model year 2019 engines)

Task 3 - Permanently disable three existing buses (model year engines 2005 and 2006) replaced through the project by cutting thru the frame on each side at a point between the front and rear axles to assure that it will not be resold to another consumer as an operational vehicle.

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Reports

The Contractor shall:

Provide a programmatic progress report by May 31, 2019. The report shall cover progress to date, any problems encountered and actions taken and any anticipated activity and work products expected during the next month as outlined in the Project Status Report Template below.

Provide a final report detailing activities and deliverables completed during the agreement period. The final report is due 30 days after the end of the project.

All reports shall be submitted electronically to the Commonwealth within specified timeframes listed above and in the format included in the Project Status Report Template.

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Energy and Environment Cabinet Project Status Report Template

Grant Recipient Name: Jefferson County Board of Education

Project Name: 2018 Kentucky Clean Diesel Grant Program

Principal Investigators/Project Managers: Kelly Lewis (Kentucky Division for Air Quality)

Date Submitted:

Reporting Period: (month & year)

Example information to include: any problems encountered and actions taken and any anticipated activity and work products expected during the next month

Accomplishments, publicity, news:

(Provide an update on project activities, any publicity on the project, including links to articles)

Performance outcome data/metrics:

(Provide updates on specific activity targets, project timelines and/or metrics from the grant agreement)

Problems, issues, variances from plan:

(Provide updates on any problems with project activities, timelines, and any variances from the original work plan)

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Notifications

All notices, requests, demands, waivers, and other communications given as provided in this Agreement shall be in writing and sent to the following:

Contractor Contact Name: Cameron Shane Redmon
Contractor Contact Address: 3686 Parthenia Avenue, Louisville, KY 40215
Contractor Contact Telephone Number: 502-485-3423
Contractor Contact e-mail address: cameron.redmon@jefferson.kyschools.us

Commonwealth Contact Name: Kelly Lewis
Commonwealth Contact Address: 300 Sower Blvd., 2nd Floor, Frankfort, KY 40601
Commonwealth Contact Telephone Number: 502-782-6687
Commonwealth Contact e-mail address: Kelly.lewis@ky.gov

II. Pricing:

The Commonwealth shall reimburse the Contractor up to \$54,621.00 for services and activities as outlined in the Program Budget table below.

Program Budget

Categories	The Commonwealth	Cost Share/ In-kind Match	Total
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$54,621.00	\$163,863.00	\$218,484.00
Supplies	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total Direct Charges	\$54,621.00	\$163,863.00	\$218,484.00
Indirect Charges (up to 10% of the Commonwealth's Total Direct Charges) **	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Total	\$54,621.00	\$163,863.00	\$218,484.00
Program Income	\$0.00	\$0.00	\$0.00

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A detailed budget template provided by Energy and Environment Cabinet shall be completed and submitted to Kelly Lewis (Division for Air Quality), prior to the start of the project.

**** RECIPIENT INDIRECT:**

If the recipient is receiving state funds the recipient may not charge indirect costs in excess of ten (10) percent of total direct costs. An indirect rate **shall not** be charged on contractual expenditures. Indirect charges exceeding the ten (10) percent shall be considered as cost share provided by the recipient.

If the recipient is receiving federal funds the recipient shall use the indirect rate corresponding with the agreement the recipient has with the federal entity or ten (10) percent. The recipient shall provide a copy of the indirect agreement prior to the federal funds being awarded.

III. Invoicing

The Contractor shall:

Invoice the Commonwealth for authorized expenditures no later than August 30, 2019.

The invoice must indicate:

- The Document ID number, which can be found at the top of the MOA/PSC. The Document ID number can be recognized by the beginning letters "PON2" or "SC".
- Invoice number
- Invoice date
- Dates of service covered
- Current expenditures with each item listed separately
- Cumulative expenditures to date
- Current cost share or match, if identified in the Program Budget
- Cumulative cost share or match
- Include a copy of the transaction detail report if available and/or receipt

Backup documentation must be maintained for each invoice, as required by the record retention schedule in Kentucky's Administrative Regulation 725 KAR 1:0612 and/ or CFR 200.333 through 200.337. The backup documentation can either be submitted with the invoice or kept for inspection by the Commonwealth, if or when requested.

Examples of backup documentation may include:

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- Equipment – receipt marked paid (an invoice shall be submitted after equipment is paid for.)

Final Invoice: The final invoice should be clearly marked as "FINAL INVOICE" to indicate that all funds that will be expended, have been expended.

Where to submit invoices:

All invoices shall be submitted via email to: Joan Luther
Your Agency's Contact Information: joan.luther@ky.gov
In the subject line of the email list: DERA AWARD

IV. Assurances:

The parties shall abide by all terms of the grant award:

The following are incorporated into this award by reference:

- The Common Rule, which is incorporated by reference into this AGREEMENT.
- The Anti-Drug Abuse Act (P.L. 100-690), which requires recipients of Federal funds to certify that they have met requirements designed to promote a drug-free workplace.
- Federal statutes relating to nondiscrimination, including but not limited to:
 - Title VII of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, sex, color, national origin, or religion.
 - Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability.
 - The Drug Abuse Prevention, Treatment and Rehabilitation Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
 - The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

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-§§ 523-527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.

-Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made.

-Any other nondiscrimination statute(s) that apply to this AGREEMENT.

-Comply with environmental quality control measures pursuant to the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order No. 11514.

-Notify violating facilities pursuant to Executive Order No. 11990.

-Ensure actions comply with state implementation plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. && 7401 et seq.).

-The parties shall comply with the Executive Branch Code of Ethics (KRS Chapter 11A) and all state statutes relating to nondiscrimination.

The parties shall abide by all terms of the grant award:

The following are incorporated into this agreement by reference:

- Applicable program regulations; at <http://air.ky.gov/Pages/CleanDiesel.aspx>

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Memorandum of Agreement Standard Terms and Conditions

1.00 Cancellation clause:

The state agency shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

2.00 Funding Out Provision:

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar days written notice of termination of the agreement due to lack of available funding.

3.00 Reduction in Contract Worker Hours:

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

4.00 Access to Records:

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be

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deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

5.00 Effective Date:

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

6.00 Violation of tax and employment laws:

KRS 45A.485 requires the Contractor and all subcontractors performing work under the agreement to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the agreement shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the agreement shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination as described above, or failure to comply with the above statutes for the duration of the agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

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[Check box section below need only be included for Contractors that are quasi-governmental entities or 501(c)3 non-profit entities.]

Contractor must check one:

☒ The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

_____ The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s) , which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

7.00 Discrimination:

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration

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for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency,

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the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

AGREED TO BY:

JEFFERSON COUNTY BOARD OF EDUCATION:

Martin A. Pollio, Ed.D., Superintendent

Date

DEPARTMENT FOR ENVIRONMENTAL PROTECTION:

Anthony Hatton, DEP Commissioner

Date

ENERGY AND ENVIRONMENT CABINET:

Charles G. Snively, Secretary

Date

APPROVED AS TO FORM AND LEGALITY:

John G. Horne II, Executive Director
Office of Legal Services

Date