

**MEMORANDUM OF AGREEMENT
BETWEEN
The Clayton County Government and
Cobb County Government, the City of Forest Park, the City of Jonesboro,
the City of Lovejoy, the City of Douglasville, the City of East Point,
the City of South Fulton, and the City of Union, for the
Atlanta EV Fleet Alliance: Accelerating Local Government Fleet Electrification in the
Atlanta Metropolitan Area for Cleaner Air and Healthier Communities**

This is a memorandum of agreement (MOA) between the Clayton County Government and Coalition Members. When referred to collectively, the Clayton County Government and Coalition Members are referred to as the “Parties.”

1. **BACKGROUND:** Parties applied for a United States Environmental Protection (USEPA) Climate Pollution Reduction Grant (CPRG) as part of the Atlanta EV Fleet Coalition, with the Clayton County Government as the applicant and fiscal sponsor. If the Coalition is awarded the \$50,000,000 in funding requested, a Memorandum of Agreement must be signed between the Clayton County Government and Coalition Members. Working together, the Coalition Members will implement greenhouse gas reductions and programs that help Low-Income and Disadvantaged Communities Members across the Atlanta Metropolitan Region through the EV public fleet transition proposed in this project.

2. **PURPOSE:** The purpose of the MOA is to clearly define the roles and responsibilities each Coalition Member will have to expend USEPA CPRG funding to ensure fiscal responsibility. The MOA will also detail grant reporting requirements and procedures and how funding will be distributed to Parties. It is expressly agreed that the mutual advantage afforded by this MOA is considered adequate compensation to all parties.

3. **ROLES, RESPONSIBILITIES and COMMITMENTS OF THE PARTIES:**

3.1. The Clayton County Government is the lead applicant and will be accountable to EPA and accepts full responsibility for effectively carrying out the full scope of work and the proper financial management of the grant. Toward this end, the Clayton County Government will —

- 3.1.1 Hire a project manager with CPRG funding to ensure proper oversight of funds;
- 3.1.2 Set up a separate account for USEPA CPRG funding;
- 3.1.3 Provide financial and programmatic reports to the US EPA as needed; and
- 3.1.4 Hold quarterly meetings with Coalition Members to ensure communication.

3.2. Coalition Members are Grant Subrecipients and will be accountable to the lead applicant for proper use of EPA funding and successful project implementation. Toward this end, Coalition Members will —

- 3.2.1 Hire a staff member (if needed) to ensure proper oversight of funds;

3.2.2 Provide monthly reports to the Clayton County Government by the 15th of each month on the following months activities and expenditures, guaranteeing their accountability to the lead applicant, Clayton County, for proper use of EPA funding and successful project implementation

3.2.3 Attend quarterly meeting of Coalition Members to ensure communication;

3.2.4 Procure all goods and services according to USEPA procurement guidelines; and

3.2.5 Report to the Clayton County Government greenhouse gas emission savings estimates and savings quarterly.

3.3. All Parties will —

3.3.1. Maintain sound financial policies;

3.3.2 Include EPA funding in a financial audit;

3.3.3 Comply with all applicable federal and state rules and regulations.

4. Proposed Operating Model for the Coalition: The Coalition will act as separate legal entities. The Clayton County Government will provide each Coalition Member the grant funding based upon the Coalition Members' proposed funding request. Parties will be responsible for coordinating with Clayton County to expedite procurement processes, posting bids for EV Charge Point installation/operation contractors, purchasing vehicles, training employees on the use of vehicles, monitoring and reporting to the Clayton County Government.

5. PERSONNEL: Each Party is responsible for the wages and benefits of its employees. Each Party is responsible for supervision and management of its personnel. Each party to this MOA will bear the risk of its own actions. To the extent permitted by law, each party will be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its officials, employees, or agents in carrying out the terms and conditions of this MOA and will release the other parties from any and all liabilities, claims judgments, costs, or demands.

6. Resources each partner will contribute to the project:

6.1 All coalition members will contribute staff resources to the implementation of the project in their respective communities, as well as for the participation in the peer learning network of the Atlanta EV Alliance.

7. GENERAL PROVISIONS:

7.1. POINTS OF CONTACT (POCS). The following POCs will be used by the Parties to communicate matters concerning this MOA. Each Party may change its POC upon reasonable notice to the other Party.

POC:

7.1.1 For Clayton County Government —

7.1.2. David Vazquez, Chief Resilience Officer, david.vazquez@claytoncountygov.gov

7.1.3. Phong Nguyen, Deputy Director, phong.nguyen@claytoncountygov.gov

7.2.1 For the Cobb County Government —

- 7.2.2 Al Curtis, Fleet Director, al.curtis@cobbcounty.org
 - 7.2.3 Kimberly White, Chief Sustainability Officer, Kimberly.white@cobbcounty.org

 - 7.3.1 For the City of Forest Park —
 - 7.3.2 Angelyne Butler, Mayor, abutler@forestparkga.gov
 - 7.3.3 Bobby Jinks, Director, bjinks@forestparkga.gov

 - 7.4.1 For the City of Jonesboro —
 - 7.4.2 Donya Sartor, Mayor, dsartor@jonesboroga.com
 - 7.4.3 Melissa Brooks, City Clerk, mbrooks@jonesboroga.com

 - 7.5.1 For the City of Lovejoy —
 - 7.5.2 Marci Fluellyn, Mayor, mayor@cityoflovejoy.com
 - 7.5.3 LaTonia Ross, Manager, l_ross@cityoflovejoy.com

 - 7.6.1 For the City of Douglasville —
 - 7.6.2 Melissa Burdette, Assistant Director of Public Services, burdette@douglasvillega.gov
 - 7.6.3 Todd Dresdow, Operations Manager, dresdowt@douglasvillega.gov

 - 7.7.1 For the City of East Point —
 - 7.7.2 Holiday Ingraham, Mayor, mayor@eastpointcity.org
 - 7.7.3 Alphonso Linsey, Superintendent, alinsey@eastpointcity.org

 - 7.8.1 For the City of South Fulton —
 - 7.8.2 Kenneth Wood, Deputy Director, Kenneth.wood@cityofsouthfultonga.gov
 - 7.8.3 Gregory Dyson, Director, Gregory.dyson@cityofsouthfultonga.gov

 - 7.8.1 For the City of Union —
 - 7.8.2 Lonnie Ferguson, Director, Public Services, lferguson@unioncityga.org
 - 7.8.3 Eddie Blume, Building Supervisor, Public Services, eblume@unioncityga.org
- 7.2 CORRESPONDENCE. All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to the Clayton County Government, to —
- 7.2.2. 112 Smith Street, Jonesboro, GA 30236
- 7.3. REVIEW OF AGREEMENT. This MOA will be reviewed on or around the anniversary of its effective date annually for financial impacts; if there are substantial changes in resource requirements, the agreement will be reviewed in its entirety.
- 7.4. MODIFICATION OF AGREEMENT. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.
- 7.5. DISPUTES. Any disputes relating to this MOA will, subject to any applicable law, Executive Order, or DoD issuance, be resolved by consultation between the Parties.

7.6. TERMINATION OF AGREEMENT. This Agreement will terminate within thirty (30) days' notice if the USEPA CPRG funding is not awarded. Otherwise, this MOA may be cancelled or terminated by any of the parties; however, the party seeking to terminate or cancel this Agreement must give written notice of its intention to do so to the other parties at least ninety (90) days prior to the effective date of cancellation or termination.

7.7. TRANSFERABILITY. This MOA is not transferable except with the written consent of all the Parties, including the USEPA.

7.8. ENTIRE AGREEMENT. It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.

7.9. EFFECTIVE DATE. This MOA takes effect beginning on the day after the last Party signs.

7.10. EXPIRATION DATE. Unless terminated in accordance with Section 7.6, this MOA expires on July 1, 2029.

7.11 NO THIRD-PARTY BENEFICIARIES. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Parties.

7.12 SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

7.13 OTHER FEDERAL AGENCIES. This MOA does not bind any federal agency, other than the Parties, nor waive required compliance with any law or regulation.

8. AGREED: Each individual executing this MOA on behalf of a party represents and warrants that he or she is duly authorized to execute this MOA.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this instrument may be executed in counterparts, each one of which shall be deemed an original, and shall be effective on the date signed by the Party. So agreed,

Clayton County, Georgia

Cobb County, Georgia

Signature

Signature

Title

Date

Title

Date

City of Douglasville, Georgia

City of East Point, Georgia

Signature

Signature

Title

Date

Title

Date

City of Forest Park, Georgia

City of South Fulton, Georgia

Signature

Signature

Title

Date

Title

Date

City of Jonesboro, Georgia

City of Union City, Georgia

Signature

Signature

Title

Date

Title

Date

City of Lovejoy, Georgia

Signature

Title

Date