



**Consortium and Partnership Agreement /
Memorandum of Understanding
“Smart Fuel for Schools” – A Compressed Natural Gas Solution**

ARTICLE I: PURPOSE AND AUTHORITIES

This Consortium and Partnership Agreement/Memorandum of Understanding (“MOU”) is made and entered into between entities that are signatories hereto. Those entities are: North Central Ohio Educational Service Center (“NCOESC”); Seneca East Local Schools (“Seneca”); Tiffin City Schools (“Tiffin”); the Vanguard–Sentinel Career and Technology Center (“Vanguard”); and Seneca County Board of Developmental Disabilities (“DD”); and will collectively be known as the “Consortium”.

The purpose of this Memorandum is to outline the duties and to provide for mutual assistance among the signatories entering into this MOU in managing their participation in the Compressed Natural Gas Solution (“CNG Solution”). The Authorized Representative of a signatory government may request assistance from another signatory entity by contacting the Authorized Representative of that signatory entity.

ARTICLE II: BACKGROUND

This CNG Solution will deliver long-term, sustainable spending reductions for schools by utilizing significant fuel savings, thereby allowing increased resources to be diverted for the educational program(s) that will directly impact and facilitate enhanced student achievement.

The CNG Solution is unique, replicable, and will generate significant fuel savings, build scalable infrastructure, and attract additional public and private revenue streams that will make the program sustainable and fund expansion.

The Consortium is in the process of seeking Straight A Fund Grant (“Grant”) resources that will fund CNG buses, fueling stations, and vocational curriculum development that will support the maintenance and repairs for new CNG vehicles.

If the Consortium is successful in obtaining the requested Grant funds, the CNG Solution will directly impact more than 5,000 students.



ARTICLE III: GENERAL IMPLEMENTATION

Each party entering into this MOU recognizes that ongoing participation and coordination is essential to fulfill grant obligations and to ensure the effectiveness of the CNG Solution.

Accordingly, each signatory to this MOU shall:

1. Be knowledgeable about the consortium's Straight A Fund grant proposal and application, including advocacy of the Straight A Fund program.
2. Sign and accept the Straight A Program Grant Assurances.
3. Maintain familiarity with the consortium's members and services to enhance the proposal, including specific goals and practices.
4. Demonstrate a commitment to clear roles and responsibilities of each consortium member as it relates to the grant proposal and application.
5. Sustain consistent communication among consortium members and stakeholders with a shared vision of the goals of the grant proposal. This includes participating in regularly scheduled meetings for project management and identifying areas for improvement.
6. Ensure consortium members have appropriate access to data for purposes of grant program improvement and evaluation in accordance with state and federal law.
7. Develop a clear project management plan to sustain the grant project over time.

Specifically, in order to ensure the implementation and continuing adherence to the responsibilities set forth above, each signatory to this MOU agrees to designate an official empowered to participate in monthly project management meetings, to receive and respond to ongoing updates from the NCOESC, and to develop and participate in any communication plan necessary to meeting the signatories' obligations contained herein.

ARTICLE IV: SIGNATORY RESPONSIBILITIES

In addition to the responsibilities and obligations concerning the general implementation of this MOU, as set forth in Article III, certain signatories to this MOU agree to undertake the following specific responsibilities in order to ensure the full implementation of the CNG Solution, *to wit*:



1. Signatory NCOESC shall:
 - Oversee construction, own and assume liability of a fast-fill CNG station
 - Develop and implement accounting and maintenance program to track funds, fuel saving, and other budgetary reports
 - Actively market and promote CNG station for additional public and private use
 - Share knowledge of processes and procedures to allow efficient duplication of project

2. Signatory Seneca shall:
 - Purchase two (2) CNG buses
 - Build a bus service garage to include natural gas detection and ventilation system
 - Install a time-fill station at Seneca

3. Signatory Tiffin shall:
 - Purchase four (4) CNG buses
 - Upgrade bus service garage to include a natural gas detection and ventilation system

4. Signatory DD shall:
 - Purchase two (2) CNG buses
 - Develop and implement "Ohio's Employment First Initiative"

5. Signatory Vanguard shall:
 - Purchase two (2) CNG buses
 - Develop and implement a CNG curriculum for students
 - Add a two bay CNG automotive lab for curriculum delivery

In order to implement and ensure continuing adherence to the obligations and responsibilities as set forth in Article IV herein, all signatories to this MOU agree: (1) to sign and accept the Straight A Assurance document; and (2) to meet monthly during the mobilization and implementation period, estimated to occur from December 2013, through August 2014.

The signatories to this MOU recognize that the success of the CNG Solution requires that an ongoing relationship be maintained following the completion of the Grant mobilization and implementation period. Accordingly, following the Grant mobilization and implementation period, estimated to begin in September 2014, the signatories to this MOU agree to the following continuing obligations:

1. Designate an individual empowered to attend a quarterly meeting to discuss operations, successes, and additional areas of opportunity;



2. Monitor and manage the fueling stations by assessing current operations, billing, and usage;
3. Assist in the assembly and dissemination fuel savings and cost avoidance;
4. Evaluate proposals on further expansion of the infrastructure and fleets;
5. Ensure the sustainability and expansion of the operation as laid out in the project proposal.

ARTICLE V: DIRECTION OF ASSISTANCE

The officers, agents, and employees rendering or requiring assistance in the implementation of any item set forth in this MOU shall do so under the direction and control of the appropriate official designated by each signatory to this MOU.

Each signatory to this MOU shall notify each other of the name, address, and telephone number of the officials authorized to request and direct the implementation of any item set forth in this MOU within its jurisdiction.

ARTICLE VI: PERFORMANCE

Each signatory to this MOU shall take such action as is necessary to provide and make available the resources covered by this MOU in accordance with the terms herein and/or the terms of the Grant. Further, the signatories to this MOU agree to utilize the CNG Solution, including the proposed infrastructure and products that are the subject of the Grant, to the extent practicable.

ARTICLE VII: COST FOR SERVICES

The signatories to this MOU agree that the NCOESC will act as the fiscal agent for and Grant funds received for the CNG Solution.

The NCOESC will construct, own and maintain a fast fill station in order to implement the CNG Solution. The signatories to this MOU who utilize the fast fill station agree to reimburse the NCOESC an administrative surcharge of \$0.14/DCE for the administration and operation expenses related to the maintenance of the fast fill station.

The signatories to this MOU, other than the NCOESC, agree to remit a sustainability royalty of \$0.20/DCE that will fund a sustainability grant program. Each signatory to this MOU shall designate a representative to administer the sustainability grant program, which shall be responsible [for prescribing] eligibility requirements and [determining] award amounts.



ARTICLE VIII: LIABILITY/INDEMNIFICATION

All services performed and expenditures made under this MOU shall be deemed for public and governmental purposes. No party, their employees, volunteers and/or agents, that respond to the request from another party pursuant to this MOU shall be liable on account of any act or omission in good faith on the part of such party while so engaged, or on account of the maintenance or use of any equipment or supplies in connection therewith, to the extent such immunity is enjoyed by officers and employees of the jurisdiction in which they are assisting. In the case of officers or employees, good faith in this Article shall not include willful misconduct, malicious or gross negligence, recklessness or omissions. Each party receiving or providing services this MOU agrees to cooperate with and give reasonable assistance to the requesting party or its designees in defending any identified claims.

Each signatory to this MOU shall waive any and all claims against all the other signatories hereto which may arise out of their activities outside their respective jurisdictions while rendering assistance under this MOU.

Each party shall indemnify and save harmless the other parties to this MOU from all claims by third parties for property damage or personal injury which may arise out of the activities of the other parties to this MOU outside their respective jurisdictions while receiving or providing services under this MOU. Any signatory receiving assistance shall be solely responsible for indemnifying all parties rendering assistance to it. In no case shall the responding party (ies) have joint or several responsibility for indemnifying other party (ies) rendering assistance.

ARTICLE VIII: LIABILITY/INDEMNIFICATION

This MOU shall become operative immediately upon its ratification by any signatory as between it and any other signatory so ratifying. Duly authenticated copies of this MOU and on such supplementary agreements as may be entered into shall, at the time of their approval, be deposited with each of the signatory governments and any other appropriate agencies of the local, state and federal government.

This MOU may be modified at any time the parties deem it necessary. Suggested modifications to this MOU shall be developed in writing and distributed to each party for their review and comment. A modification to this agreement is approved or rejected by mutual consensus of the signatories hereto.

This MOU shall continue in force and remain binding on each party until the signatory government takes action to withdraw herefrom. Such action shall not relieve the withdrawing signatory from obligations assumed hereunder prior to the effective date of the withdrawal and shall not be effective until 30 days after notice thereof has been



sent to each signatory designated on this MOU.

Withdrawal from this MOU by any one signatory shall not terminate the MOU among the remaining signatories.

IN WITNESS WHEREOF the signatories hereto have executed this MOU as of the date first written.

Name: Dr. James Lahoski, North Central Ohio Educational Service Center
Title: Superintendent
IRN: 123257
Phone: 419-447-2927 ext. 105
Email: jlajoski@ncoesc.org
Address: 928 West Market Street, Suite A
City: Tiffin
State: Ohio
Zip: 44883
Sign: 
Date: 4/14/14

Name: Dr. Laura Kagy, Seneca East Local Schools
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State: Ohio
Zip: 44807
Sign: 
Date: 4/14/14

Name: Dr. Vicki Wheatley, Tiffin City Schools
Title: Superintendent

STRAIGHT FUND

IRN: 044891
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Sign: *Vicki Wheatley*
Date: 4/14/14

Name: Greg Edinger, Vanguard-Sentinel Career and Technology Center
Title: Superintendent
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State: Ohio
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Sign: *Greg Edinger*
Date: 4/15/14

Name: Lewis Hurst, Seneca County Board of Developmental Disabilities
Title: Superintendent
IRN: 066241
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City: Tiffin
State: Ohio
Zip: 44883

Sign: *Lewis J Hurst*
Date: 4/15/14