

CLEAN FUEL FOR BRIDGES FUEL SUBSIDY GRANT AGREEMENT

EPA Grant Name/Number: XA-96010501-0

LRAPA Agreement No.

_____

This Agreement is between the Lane Regional Air Pollution Authority, hereafter called Agency, and _____ hereafter called Recipient.

<i>Recipient Data:</i>	<i>LRAPA Data</i>
Recipient: Title: Organization: Mailing address: Phone: Taxpayer ID: CFDA Number: 66.034	Project officer: Sharon Banks Title: Manager of Administration & Planning Lane Regional Air Pollution Authority 1010 Main Street Springfield, OR 97477 Phone: 541.736-1056 Ext.215 Fax: 541.726-1205

1. Effective Date and Duration

This Agreement shall become effective on the date at which every party has signed this Agreement. Unless earlier terminated or extended, this Agreement shall expire when Recipient's completed performance has been accepted by Agency **or 12/31/2006**, whichever is sooner.

2. Statement of Work

Recipient agrees to purchase fuel in accordance with the terms and conditions of this Grant.

3. Consideration

- (a) Agency agrees to pay Recipient, from available and authorized funds, the sum of \$.05 per gallon for Ultra Low Sulfur Diesel (ULSD), biodiesel and/or biodiesel blended with ULSD for usage in non-road equipment and on-road equipment fueled from the same source.
- (b) Recipient may submit multiple billings for work performed. The billings shall include, in addition to identifying organizational information:
 - Number of gallons purchased
 - Price paid
 - Price of off-road diesel on the date purchased
- (c) Billings shall be sent to LRAPA, 1010 Main Street, Springfield, Oregon 97477 or faxed to 541-726-1205. (Attn: Sharon Banks). Invoices are subject to the review and approval of the LRAPA Project Officer. Payments will be sent to RECIPIENT'S MAILING ADDRESS.

4. Amendments

The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.

5. Termination

- A. This Agreement may be terminated by mutual consent of both parties, or by Agency upon 30 day's notice, in writing and delivered by certified mail or in person.
- B. The Agency may terminate this Agreement effective upon delivery of written notice to the Recipient, or at such other date as may be established by the Agency under any of the following conditions:
 - 1. If Agency funding is not obtained and continued at levels sufficient to allow for purchase of the specified services. When possible, and when agreed upon, the Agreement may be modified to accommodate a reduction in funds.
 - 2. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement, or are no longer eligible for the funding proposed for payments authorized by this Agreement.
 - 3. If the Recipient fails to perform the work specified herein, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the Agency, fails to correct such failures within ten (10) days or such longer period as the Agency may authorize.

6. Funds Available and Authorized

The Agency certifies at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within the Agency's current appropriation and limitation.

7. Grant Requirements

As a sub-recipient of federal grant funds, pursuant to this Agreement with LRAPA, the Recipient shall assume sole liability for that recipient's breach of the conditions of the Grant, and shall, upon recipient's breach of grant conditions that requires LRAPA to return funds to the grantor, hold harmless and indemnify LRAPA for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of grant funds, the indemnification amount shall be the

maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

8. Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

9. Access to Records

The Agency, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records not otherwise privileged under law of the Recipient which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcript.

10. Compliance with Applicable Law

Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Agency's performance under this Agreement is conditioned upon Recipient's compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.

11. Recycled Paper

Recipient agrees to use recycled paper for all reports prepared as a part of this Agreement. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.

12. Merger Clause

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE RECIPIENT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Approved by the Recipient:

Signature/Title

Date

Approved by LRAPA

LRAPA Director or Delegate

Date

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