

Destruction Vendor Performance Agreement for Grant Recipients
Under the H-GAC Clean Vehicles Program

This Performance Agreement (the "Agreement") is made by and among the _____ ("Grant Recipient") and _____ (the "Vendor"), and is dated as of the __ day of _____, ____.

Grant Recipient Mailing Address:

Vendor Mailing Address:

WHEREAS, H-GAC provides funds to grant recipients through the Clean Vehicles Program in order to reduce air pollution by accelerating the deployment of new engines and technologies into the regional fleet; and

WHEREAS, under the program requirements for replacement projects, H-GAC requires grant recipients to destroy the old engines and/or chassis to guarantee that emission reductions achieved are permanent; and

WHEREAS, the Vendor wishes to perform an engine/chassis destruction for the grant recipient under H-GAC's Clean Vehicles program;

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. The vendor will destroy engines and chassis funded through the Clean Vehicles program in accordance with currently applicable program guidelines and requirements, as posted on the program website at www.houston-cleancities.org/documents.htm. Alternative engine destruction protocols must be proposed by the vendor and approved by H-GAC staff in writing prior to usage.
2. The vendor will provide H-GAC staff with destruction documentation per the currently applicable program guidelines and requirements (as posted on the program website at www.houston-cleancities.org/documents.htm), including but not limited to a certification of destruction, photographic evidence of the destruction, and scrap value of the engine. Alternative engine destruction documentation procedures must be proposed by the vendor and approved by H-GAC staff in writing prior to destruction.
3. The vendor will provide payment to the grant recipient for the fair market value of the engine scrap in an amount not less than \$250.00 per engine (in the case of engine-only destructions) or \$750.00 per vehicle (in the case of engine and chassis destructions).
4. Should the vendor, through non-compliance with this agreement, cause the grant recipient to become ineligible for grant reimbursement, the Vendor will be required to compensate the grant recipient through payment to them in an amount equal to the grant funding that was lost.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

By: _____

(Grant Recipient)

Printed Name: _____

Title: _____

By: _____

(Vendor)

Printed Name: _____

Title: _____