

2022 AGREEMENT FOR

The City of Independence Power & Light Weatherization Program

By and Between the

City Of Independence,

and

Truman Heritage Habitat for Humanity

Dated: November 8, 2022

**AGREEMENT BETWEEN THE CITY OF INDEPENDENCE, MISSOURI,
AND
TRUMAN HERITAGE HABITAT FOR HUMANITY
FOR**

Independence Power & Light Weatherization Program

THIS AGREEMENT, entered this 8 day of November, 2022, by and between the City of Independence Power & Light Department, Missouri, (herein called the "Grantor") and Truman Heritage Habitat for Humanity, a Missouri not-for-profit corporation, (herein called the "Grantee").

WHEREAS, the City of Independence Power & Light Department wishes to continue a weatherization program for income eligible Independence homeowners administered by Truman Heritage Habitat for Humanity; and

WHEREAS, the City of Independence has budgeted \$50,000 for a weatherization program to assist low income homeowners make energy efficiency improvements to their home; and

WHEREAS, a weatherization program will result in reduced energy bills for low income Independence homeowners; and

WHEREAS, Truman Heritage Habitat for Humanity has been selected and approved to assist the City of Independence Power & Light Department in utilizing budgeted funds to provide weatherization services for the benefit of qualifying low income households in Independence;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

1. The Grantee will be responsible for administering this program with the project average for the program not to exceed \$8,500 per home in direct weatherization services to qualifying low income homeowners in accordance with Exhibit A, Exhibit B and Exhibit C hereto attached to this Agreement on a first come, first served basis for income eligible households located in the City of Independence, Missouri.

B. Levels of Accomplishment

The Grantee agrees to provide weatherization program services to a minimum number of 5 low income households. More than 5 households may be served based on the actual program service costs of the first 5 households served. As many households as possible will be served up to total program service costs of

\$50,000. The Grantee shall submit progress reports to the Grantor on a monthly basis each month the Agreement is in effect on the number of households requesting assistance, the number and location of each household approved with the scope of project, project cost information and the number and location of each project completed and other information the Grantor may request. A detailed final report will be provided to the Grantor on final program activities and accomplishments prior to the closeout of the Agreement.

C. Performance Monitoring

The Grantor will monitor the performance of the Grantee against goals and performance standards required herein. Substandard performance as determined by the Grantor will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within thirty (30) days after being notified in writing by the Grantor, Agreement suspension, termination procedures, or disqualification for future funding may be initiated.

D. Monitoring Site Visits

In addition to the reporting requirements, the Grantee may be subject to on-site visits by the Grantor during the term of this Agreement, at which time all documentation, files, and other material related to this Agreement shall be made available for review and inspection by the Grantor. The Grantor may visit any of the project sites at any time.

II. TIME OF PERFORMANCE

Services of the Grantee shall start on November 8, 2022 and end by June 30, 2022. The term of this Agreement and the provisions herein may be extended as needed upon mutual agreement between the Grantor and the Grantee.

III. BUDGET

The Grantee hereby agrees to follow the budget submitted with this Agreement as described and detailed in EXHIBIT C as closely as possible. Due to the nature of the actual work being conducted, there may be differences in actual line item expenditures (eg. greater contracted work due to HVAC replacements) and the budget, but in no case shall grantee administrative costs exceed twenty percent of the total budget. The Grantee agrees to diligently report and document all expenditures for which reimbursement is sought in accordance with this Agreement. Any amendments to this budget must be submitted to and approved in writing by the Grantor. The Grantor shall have the authority to approve or deny any budget amendment.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantor under this Agreement shall not exceed \$50,000.

Payment to the Grantee shall be subject to the prior receipt by the Grantor of

documentation reasonably required by Grantor certifying that the Grantee has actually performed the work and/or expended the time and project costs claimed for services under this Agreement, and that Grantee is entitled to receive the amount of compensation requested. The Grantee is responsible for invoicing the Grantor directly at least three months after the services are rendered. The Grantor shall have thirty (30) days to process payment.

V. NOTICES

Notices required to be given in writing under this Agreement shall be effective when delivered personally to the Addressee or when forty-eight (48) hours have elapsed after the notice is deposited in the United States mail in a sealed envelope with registered or certified mail postage prepaid thereon, addressed to the party which notice is being given. Such addresses may be changed by either party upon notice to the other party given as provided in this section. At the date of execution herein the addresses of the parties are as follows:

<u>City of Independence</u>	<u>Truman Heritage Habitat for Humanity</u>
Independence Power and Light	Christina Leahey
Customer Programs Administrator	President/CEO
PO Box 1019	505 N Dodgion Ave
Independence, Missouri 64051	Independence, Mo 64050
816-325-7485	816-461-6551

VI. SPECIAL CONDITIONS

A. Non-profit, Tax Exempt Organization

The Grantee certifies that it is a non-profit organization and tax exempt pursuant to Internal Revenue Code Section 501(c)(3).

VII. GENERAL CONDITIONS

A. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantor shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance.

B. Hold Harmless

The Grantee shall hold harmless, defend and indemnify the Grantor from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter called for in this Agreement, including reasonable court costs and attorney fees.

C. Insurance & Bonding

The Grantee shall carry insurance of at least \$1,000,000.00 commercial general liability insurance, naming the City of Independence as an additional insured.

All contractors/subcontractors engaged by the Grantee pursuant to this agreement shall carry commercial general liability insurance in the amount of \$250,000.000, naming the City of Independence as an additional insured.

The Grantee shall submit proof of the insurance requirements set forth herein to Grantor upon its request.

D. Amendments

The Grantor or Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantor or Grantee from its obligations under this Agreement.

E. Suspension or Termination

1. Termination: In the event that the Grantee fails to comply with any term of this Agreement, the Grantor may suspend or terminate this Agreement, in whole or in part, or take other remedial action in accordance with this Agreement.

Either party may terminate this Agreement for convenience by giving a minimum of thirty (30) days written notice to the other party. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Grantee under this Agreement shall, at the option of the Grantor, become the property of the Grantor, and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination if such efforts were to be initially compensated.

Should the Grantor desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following:

- a. Reasonable description of the default/reason for termination;
- b. Demand for a cure; and
- c. Statement of reasonable time within which a cure must be affected. Such reasonable time will be presumed to be not less than five, nor more than fifteen, business days. Such times shall be measured from the actual receipt of said notice.

If the Grantee cures the default within the reasonable period of time set forth in the notice, or as otherwise agreed between the parties, the

Grantor shall not terminate the Agreement and the written notice of proposed termination shall be deemed revoked, null and void.

- F. Nondiscrimination. Grantee will not discriminate against any person employed or applying for employment concerning the performance of Grantee responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. Grantee will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
- G. Unauthorized Aliens. Pursuant to RSMo 285.530(1), by its sworn affidavit in substantially the form attached hereto as **Exhibit A** and incorporated herein, Grantee hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Grantee affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- H. Anti-discrimination Against Israel Act. Pursuant to RSMo 34.600, by its sworn affidavit in substantially the form attached hereto as **Exhibit B** and incorporated herein, Grantee hereby affirms it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
- I. E-Verify. Grantee has complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of Grantee's employees assigned to the program.
- J. Force Majeure. Except for payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

- K. Entire Agreement. This Agreement represents the entire agreement between Grantor and Grantee with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory.
- L. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
- M. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
- N. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Missouri, without regard to its rules on conflicts of law.
- O. Authorized Signatures. Both the Parties represent to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Documentation and Record-Keeping

1. Records to be Maintained

The Grantee shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertake; and
- b. Records required to determine the eligibility of the activity(-ies);

2. Retention

The Grantee shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited

and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, and income level for determining eligibility. Such information shall be made available to the Grantor's designee for review upon request.

4. Disclosure

The Grantee understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantor's or Grantee's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such client receiving said services.

5. Close-Outs

The Grantee's obligation to the Grantor shall not end until all close-out activities are completed. Grantee activities during this close-out period shall include, but are not limited to: submitting final payment requests and providing a final program report. The close-out period shall end upon final payment by the Grantor to Grantee and Grantee acceptance of the final report.

6. Audits & Inspections

All Grantee records with respect to any matters covered by this Agreement shall be made available to the Grantor at any time during normal business hours, as often as the Grantor deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The Grantee hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy and practices.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

[Grantor]

BY: _____ DATE: _____

Cindy Gray

Chief Financial Officer

City of Independence

[Grantee]

BY:

A handwritten signature in black ink, appearing to read 'Christina Leahey', written over a horizontal line.

DATE: 11/21/2022

Christina Leahey

President/CEO

Truman Heritage Habitat for Humanity