

AGREEMENT
Acceptance of Mid America Regional Council
Aging and Adult Services--Vehicle

Grant Name & Number: Older Americans Act

Document Number (PO #): SP22176

VIN Number: W1Y40BHY6NT117283

Description of Vehicle: 2022 Mercedes Benz Sprinter High Roof Van with Freezer

Catalog of Federal Domestic Assistance (CFDA) number:

The parties of this Agreement do mutually agree as follows:

Award of Equipment: The Mid-America Regional Council (MARC) hereby agrees to transfer ownership of the Vehicle (hereafter described as vehicle) described on the attached documentation and purchased with grant funds to the “City of Independence” (“Agency”) to enhance the Agency’s capabilities to serve aging adults. The Agency listed above agrees to accept the specified equipment and comply with all provisions detailed in this Agreement.

Reporting and Monitoring Requirements: The Agency agrees to provide MARC with its OMB Single Audit Act Reports (if required) along with other annual reports on the status and use of the equipment and on the training of personnel to ensure proper and safe use of the vehicle. MARC will provide a reporting form for Agency use and provide adequate time prior to the reporting deadline for the Agency to compile and submit the necessary information. The Agency shall permit monitoring by MARC, the state or appropriate federal agency representatives, and comply with such reporting procedures as may be established by the state or MARC. The Agency shall maintain all related records for at least ten (10) years following notification by MARC of the Federal closure of the grant. Record retention is required for purposes of Federal examination and audit. Records may be retained in an automated format. Although information will be provided to MARC by Agency, MARC has no obligation [or right] to maintain or repair the vehicle or ensure that the vehicle is used safely or properly.

Inventory Control: The Agency agrees to maintain an inventory control system to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft shall be investigated. Adequate maintenance procedures must be in place to keep the equipment in good condition. Inventory control shall be maintained on any equipment provided through this agreement.

Agency inventory records must include a description of the equipment, a serial number or other identification number/tagging, acquisition date, the location, use and condition of the equipment and any ultimate disposition data. MARC may, if required by state or federal granting agencies, require an on-site inspection of the equipment on an annual basis.

When practicable, any equipment purchased with Department of Health and Human Services grant funding should be marked as follows: “Purchased with funds provided by the U.S. Department of Health and Human Services” or the Agency will affix to the equipment the MARC-provided identification decal.

Disposition of Equipment:

When original or replacement equipment acquired with Older Americans Act/Aging Adult Services funds is no longer needed for the original project or program, the equipment may be retained, sold, or disposed if it is not needed in any other Older Americans Act/Aging Adult Services Funds sponsored project or program. Equipment with a current fair market value of less than \$5,000 may be retained, sold or disposed with no further obligation to MARC after the term of this Agreement has expired. Any transfer of ownership or selling of equipment with a current fair market value greater than \$5,000 must be done in accordance with grant guidance and polices and must be coordinated through MARC. Records must be maintained regarding ultimate disposition of the equipment.

See **45 CFR Part 75.320** - http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75#se45.1.75_1320

Non-Supplanting Certification: The agency affirms that the federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt of federal funds.

Plan for Use, Maintenance of Vehicle and Qualified Personnel:

The Agency's chief administrative officer will approve a plan for use and maintenance of the vehicle. The plan will include provisions for the safe storage of the vehicle. Vehicles purchased with DHSS funds must be used for the purposes that were approved according to grant guidance.

The agency affirms maintenance of vehicles and equipment to ensure operational readiness to deploy resources in a timely manner. The Agency affirms that it has properly trained and qualified personnel to operate the resource and qualified personnel or contractors to maintain the vehicle and equipment provided through this Agreement, and the Agency agrees to maintaining of personnel to ensure proper and safe use of the vehicle and equipment. Agency agrees to allow MARC, or its agents access to maintenance and use records. Agency agrees to maintain vehicle usage logs for the vehicle provided in this Agreement including Vehicle ID (VIN#), license number, date of travel, driver, purpose of trip, beginning and ending odometer reading, total miles traveled for individual trip, destination, maintenance performed, gasoline purchased, or vehicle issues during trip. Agency agrees to assume financial responsibility for monthly or use service charges beyond the scope of MARC contract, if within the time period of this Agreement. As applicable, the Agency will also exchange and replace any expendable supplies stored with the vehicle as soon as possible after use to ensure the vehicle is fully operational for a regional emergency event.

Title: The Agency agrees to accept title to the equipment provided under this agreement if such title is required.

Insurance: The Agency agrees to maintain the equipment provided under this agreement for a minimum of ten (10) years, or until such time as the equipment's value is determined to be 0. The Agency will provide a copy of the equipment insurance documentation with an insurance company or through documentation indicating the Agency covers its own liability through funds budgeted by the Agency confirming the equipment will be covered for a minimum of ten (10) years or until such time as the value of the equipment is determined to be 0.

Report of Loss or Expiration: The Agency agrees to notify MARC within ten (10) working days of the loss, damage or expiration of the equipment provided through this Agreement. The Agency understands that neither MARC nor state or federal agencies are able to replace items lost, damaged or expired.

Interest of members of MARC and others: No officer, member, or employee of MARC and no member of its governing body, and no other public official of the governing body of the localities in which the equipment is provided who exercises any functions or responsibilities in the review or approval of this project, shall participate in any decision relating to this agreement which affects his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

Termination of Agreement for cause: If through any cause, the Agency shall fail to perform in a timely and proper manner its obligations under this Agreement or if the agency shall violate any of the covenants, agreements or stipulations of this Agreement, MARC shall thereupon have the right to terminate this Agreement. The date of notice shall be at least five (5) days before the effective date of such termination. If MARC terminates this Agreement, MARC may require that Agency return all equipment provided to the Agency under this Agreement to MARC, and that Agency transfer ownership of all equipment to MARC and that Agency execute any documents necessary to transfer ownership to MARC or to another organization designated by MARC to receive the vehicle and equipment.

Liability: With the transfer of ownership of the vehicle and equipment specified through this Agreement, the Agency shall take necessary steps to insure or protect itself, its personnel, and the vehicle, and to comply with all applicable local, state and federal laws or other governmental requirements regarding ownership or use of the vehicle, including, without limitation, all safety and security standards. MARC, not being the manufacturer of the vehicle and equipment, has no responsibility with respect to the equipment or any use or storage thereof, or any accidents or claims relating thereto. MARC makes no representations or warranties, express or implied, regarding the equipment, whether arising by operation of law or otherwise, and expressly disclaims any and all warranties of merchantability, of fitness for a particular purpose of use, of non-infringement, of title, condition, quality or workmanship, or in any other respect. In no event shall MARC be liable to agency for any indirect, incidental, consequential, special, and exemplary or punitive damages. To the extent permitted by law, Agency will defend, indemnify and reimburse MARC against and for, and Agency staff will use best efforts to convince the Agency's decision maker to appropriate (and the Agency's

decision maker will seriously consider the appropriation of) such amounts as are reasonably necessary to defend, indemnify or reimburse MARC against and for, any claims against MARC that are based in whole or in part on damages or injuries allegedly caused by the equipment or any use or other aspect thereof and any costs or expenses (including, without limitation, reasonable attorneys' fees) incurred by MARC in connection with any such claims or any breach by Agency of this Agreement, when reasonably asked to do so by MARC.

Governing law: This Agreement shall be interpreted under and governed by the laws of the State of Missouri.

Notices. All notices regarding this Agreement will be considered properly delivered if sent by US postal mail, email or fax to the following:

For Mid-America Regional Council:

Melody Elston, Interim Director of Aging and Adult Services
Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, MO 64105
(816) 474-4240
(816) 421-7758 (fax)
melston@marc.org

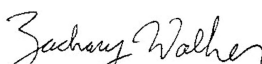
For Agency:

Director Name
Agency Name
Address
City State Zip
Phone #
Fax #
Email:

For Mid-America Regional Council:

For Agency: City of Independence, Missouri

Melody Elston
Interim Director of Aging and Adult Services



Director Name **Zachary Walker**
Title **City Manager**

Date: _____

Signed/Agreement Effective Date: 06/05/2023

Attachment 1 – Description of Equipment

This agreement refers to the equipment below:

Item Description:	High Roof Sprinter Van	Van Liner and Reefer Unit	
Brand:	Mercedes Benz	ThermoKing	
Model Number:	Sprinter 2500	VC0323	
Quantity:	1	1	
Unit Cost:	\$ 47,767.50	\$22,692	
Purchase Order Number:	SP22176	UK1089	

Total Value of Non-Cash/Equipment Transferred to Agency: \$

For those items received with unique serial numbers, please list those numbers below and return to MARC with signed agreement.

Item Name	Serial Number	Agency Inventory ID Tagging Number
Mercedes Benz Sprinter 2500	W1Y40BHY6NT117283	MARC06
Vanco Vanliner	MB144HRDP	MARC06