

**AGREEMENT
FOR
ELECTRIC WATER HEATING EQUIPMENT INSTALLATION REIMBURSEMENT
BETWEEN
THE CITY OF COLUMBIA, MISSOURI
AND
THE HOUSING AUTHORITY OF THE CITY OF COLUMBIA, MISSOURI**

THIS AGREEMENT, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and the Housing Authority of the City of Columbia, Missouri, a municipal corporation of the State of Missouri (hereinafter "CHA") is made and entered into on the date of the last signatory noted below (hereinafter "Effective Date"). City and CHA are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, City provides incentives for multiple benefits through energy efficiency rebate programs and other programs that promote energy efficiency for homes and businesses to reduce City's carbon footprint and protect the environment;

WHEREAS, CHA manages the Patriot Place Apartments, located at 2112 Business Loop 70 E, Columbia, Missouri, a 25 unit affordable housing complex that provides housing to homeless veterans participating in the Veterans Affairs Supportive Housing Program, ;

WHEREAS, City and CHA are interested in electrifying the water heating at the Patriot Place Apartments thereby improving energy efficiency;

WHEREAS, City has allocated fifty thousand dollars (\$50,000) toward CHA's electrification of water heating at the Patriot Place Apartments, to be expended on a reimbursement basis on or before September 30, 2026;

WHEREAS, CHA intends to place other funding sources toward the costs of electrifying the water heating at the Patriot Place Apartments to the extent such costs exceed fifty thousand dollars (\$50,000);

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, City and CHA agree as follows:

1. City's allocation of funds. City shall allocate and provide, via reimbursement to CHA an amount not to exceed a total of fifty thousand dollars (\$50,000) for the electrification of water heating at the Patriot Place Apartments, located at 2112 Business Loop 70 E in Columbia, Missouri (hereinafter "Patriot Place"). Any such funds not reimbursed to CHA on or before September 30, 2026 will no longer be available to CHA under this Agreement.

2. CHA's electrification of water heating equipment. CHA shall install electric water heating equipment within Patriot Place as a part of routine building maintenance and upgrades. Electric water heating equipment installed by CHA shall replace natural gas water heating to reduce City's carbon footprint thereby protecting the environment. The electric water heating equipment and its installation shall meet efficiency, safety, durability and other standards as determined by the City. CHA shall facilitate the electrification of water heating equipment purchases and installations including any contracting, subcontracting, ordering, permits, approvals or other related work.

3. Reimbursement from City to CHA. Following the installation of electric water heating equipment within Patriot Place, CHA may seek reimbursement from City for costs associated with purchase and installation of such equipment by submitting documentation demonstrating such purchase and installation and other information as directed by City. Such documentation shall be submitted by CHA to the City Utility Services Manager. Upon confirmation by City that such purchase and installation meets the standards as determined by City, City will reimburse the costs of such purchase and installation to CHA in an amount not to exceed an overall total within this Agreement of fifty thousand dollars (\$50,000). CHA may seek such reimbursements for installations as they are completed or periodically following their completion, and City will reimburse CHA for installations as documentation is received and confirmed to meet the standards as determined by City and until the overall total of fifty thousand dollars (\$50,000) is met. CHA shall seek reimbursement from the City under this Agreement only for purchase and installation of electric water heating equipment at Patriot Place and for no other purposes. Reimbursements from City to CHA shall only be for purchase and installation of electric water heating equipment as set forth in this Agreement and for no other purposes. Any reimbursement funds received by CHA from City under this Agreement that cannot be expended or applied by CHA for electric water heating equipment purchase and installation within Patriot Place shall be returned to City. The Parties agree and understand that CHA may install electric water heating equipment within Patriot Place which, in total, exceeds the cost of fifty thousand dollars (\$50,000) allocated by City within this Agreement, and to the extent CHA does so, CHA shall not seek reimbursement from City for such additional installations and shall use other CHA funds for such purpose.
4. Hold Harmless Agreement. To the fullest extent not prohibited by law, CHA shall indemnify and hold harmless the City of Columbia, its directors, officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any negligent act or failure to act, or willful misconduct, of CHA, of any contractor (meaning anyone, including but not limited to consultants having a contract with CHA or a contractor for part of the services), of anyone directly or indirectly employed by CHA or by any contractor, or of anyone for whose acts CHA or its contractor may be liable, in connection with providing these services except as provided in this Agreement. This provision does not, however, require CHA to indemnify, hold harmless or defend the City of Columbia from its own negligence, except as set out herein. This clause shall survive termination of the Agreement.
5. Permits. CHA and/or its contractors shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all work in such manner as to comply with all ordinances and laws of the city, county, state, and nation as apply to the work related to this Agreement.
6. Availability of funds. Reimbursements under this Agreement are dependent upon the availability of funds, as determined by City. This Agreement may be terminated with fifteen (15) days written notice if funding becomes unavailable in whole or in part, and City shall have no obligation to continue reimbursement following written notification to CHA that such funds are no longer available for such purposes.
7. Conflict of interest. No salaried officer or employee of City and no member of City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any federal regulations and applicable provisions in Section 105.450, et seq., RSMo, shall not be violated. CHA covenants that it and its board members and employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in this Agreement. CHA further covenants that in the performance of this Agreement, no person having such interest shall be employed.
8. Patents. CHA shall protect City against all suits for patent infringement on materials, equipment,

and methods used. If CHA is required or desires to use any design, device material, or process covered by letter patent or copyright, CHA shall arrange and provide for such use by suitable agreement with the patentee or owner, and a copy of the agreement may be required by City. The CHA shall indemnify, defend and save harmless City from any suit, claims, or damages arising from the infringement upon or use of any patented or copyrighted design, device, material, or process.

9. Assignment. No assignment by CHA of this Agreement or any part thereof, or of the funds to be received thereunder by the CHA, will be recognized unless such assignment has had the written approval of City.

10. Accident prevention. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, and building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied. CHA or its contractors shall not commit or permit a public or private nuisance during work related to this Agreement. CHA and its contractors shall take all necessary steps to protect their own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of the work related to this Agreement. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc. shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines, and other conditions which might present unusual hazard.

11. Equal opportunity. The City of Columbia is an equal opportunity, affirmative action employer pursuant to federal, state and local law. CHA and its contractors shall comply with federal, state and local laws related to Equal Opportunity. CHA and its contractors shall not discriminate based on race, color, religion, sex, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, receipt of governmental assistance, source of income, or any other protected category designated by local, state, or federal law.

12. Americans with Disabilities Act. CHA and its contractors shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Agreement involves CHA providing services directly to the public, CHA shall make the services, programs, and activities governed by this Agreement accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations. If this Agreement involves construction work, the completed work shall comply with the requirements of the Americans with Disabilities Act and the regulations implementing the Act. Payment of funds under this Agreement are conditional upon CHA certifying to the City in writing that it, its contractors, and the completed work complies with the Americans with Disabilities Act and 28 C.F.R. Part 35.

13. Materials and workmanship. Except as otherwise provided herein, all materials provided by CHA and its contractors shall be new materials of high quality which shall give long life and reliable operation, all equipment shall be modern in design and shall not have been in prior service except as required by factory tests, and the workmanship shall be of high quality in every detail.

14. No third-party beneficiary. No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under this Agreement.

15. Termination. City may, by written notice, terminate this Agreement in whole or in part for failure of CHA to perform or comply with any of the provisions herein. In such event, CHA shall be liable for

damages which may include reimbursements already paid by City to CHA under this Agreement. In general, termination for default shall be effective ten (10) days from CHA's receipt of notice. Further, this Agreement may be terminated by City in whole or in part, whenever City, through its Purchasing Agent, determines that such termination is in the best interest of the City of Columbia. Any such termination will be affected by delivery to CHA of a letter of termination specifying the extent to which the Agreement is terminated and the date upon which such termination is effective. After receipt of a termination letter, CHA shall seek no further reimbursements under this Agreement except to the extent permitted within the termination letter. Additionally, in the event that sufficient funds are not appropriated or otherwise become unavailable, this Agreement may be terminated in whole or in part, at the sole discretion of City, with fifteen (15) business days' written notice to CHA. CHA understands and agrees that City shall not be liable for any costs or injuries caused by or related to such reduction in funds.

16. Prevailing wages. CHA and its contractors shall comply with all requirements of the prevailing wage law of Sections 290.210 to 290.340, RSMo, including the latest amendments thereto. Unless the work is exempt from the payment of prevailing wages pursuant to Section 290.230 RSMo, this Agreement shall be based upon payment by CHA and its contractors of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Missouri Division of Labor Standards.

17. Employment of unauthorized aliens prohibited. CHA and its contractors shall comply with Section 285.530, RSMo, in that CHA shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

18. Missouri Anti-Discrimination Against Israel Act. To the extent required by Section 34.600, RSMo, CHA certifies it and its contractors are not currently engaged in and shall not, for the duration of this Agreement, engaged 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. If any provision of this paragraph, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. This paragraph shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00) or to contractors with fewer than ten (10) employees.

19. No waiver of immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

20. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

21. Governing law and venue. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

22. General laws. CHA and its contractors shall comply with all federal, state, and local laws, rules,

regulations, and ordinances.

23. Notices. Any notice required by this Agreement to be given in writing or that either City or CHA wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative. The following persons are designated by the respective Parties to act on behalf of such Party and to receive all written notices and reimbursement invoices:

IF TO CITY:

City of Columbia
Finance Department
P.O. Box 6015
Columbia, MO 65205-6015
Attn: City Purchasing Agent

IF TO CHA:

Housing Authority of the City of Columbia, Missouri
201 Switzler Street
Columbia, MO 65203
Attn: Randy Cole, Executive Director

With a Copy to:

City Utilities Department
P.O. Box 6015
Columbia, MO 60205-6015
Attn: Todd McVicker

24. Counterparts and electronic signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

25. Entire agreement. This Agreement represents the entire and integrated Agreement between the Parties relative to reimbursements by City to CHA for electrification of water heating equipment at Patriot Place as set forth herein. All previous or contemporaneous agreements, contracts, representations, promises and conditions relating to this Agreement are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized officers the day and year last written below.

CITY OF COLUMBIA, MISSOURI

By: De'Carlton Seewood, City Manager *ES*

Date: _____

ATTEST:

By: Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: Nancy Thompson, City Counselor/ek

CERTIFICATION: I, hereby certify that this agreement is within the purpose of the appropriation to which it is to be charged, account number 17430908-505005 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Matthew Lue, City Director of Finance

**HOUSING AUTHORITY OF THE CITY OF
COLUMBIA, MISSOURI (CHA)**

By: *Randall Cole*

Printed Name: Randall Cole

Title: Chief Executive Officer

Date: 9/3/25

ATTEST:

By: *Mary Ann Gebner*

Name/Title: Mary Ann Gebner
Development Coordinator