

Sponsor: McDuffa

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the attached State of Alabama Home Energy Supplier Agreement authorizing the City to participate in the Low Income Home Energy Assistance Program (LIHEAP) for October 1, 2025 through September 30, 2027 between the City of Florence and ADECA is hereby approved, ratified and confirmed.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the Mayor is hereby authorized to execute such Agreement on behalf of the City of Florence.

ADOPTED this _____ day of _____, 2025.

CITY COUNCIL

APPROVED this _____ day of _____, 2025.

MAYOR

ADOPTED & APPROVED this _____ day of _____, 2025.

STATE OF ALABAMA HOME ENERGY

SUPPLIER AGREEMENT

LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)

The undersigned (hereinafter referred to as the COMPANY) hereby agrees to the following terms and conditions of the Alabama Department of Economic and Community Affairs (hereinafter referred to as the DEPARTMENT) in order to participate in the LOW- INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) for the period of **October 1, 2025, through September 30, 2027.**

- (1) The Department, through its administering LIHEAP agencies, shall notify the Company of each eligible household and the amount of assistance to be paid on behalf of the household.
- (2) The Company shall charge the eligible household, in accordance with the Company's normal billing process, the difference between the actual cost of home energy and the amount of the payment made by the Department through LIHEAP.
- (3) The Company shall not treat adversely any eligible household in regard to terms and conditions of sale, credit, delivery, or price either in the costs of goods supplied or the services provided because of such assistance on behalf of an eligible household.
- (4) The Company agrees that any payment amount made by the Department or its administering LIHEAP agencies, and accepted by the Company, shall result in a prompt and timely fuel delivery, or the continuation or restoration of the home energy supply for a period of not less than thirty (30) days from the date the Company receives official notification from the local administering LIHEAP agency of the payment. Notification shall include, but may not be limited to, the receipt by the Company of the Company's copy of LIHEAP-101 application form and shall constitute a commitment on the part of the local administering LIHEAP agency for the payment of the home energy delivered or otherwise provided. The Company shall not be required to make more than one delivery to an eligible household within a thirty (30) day period.
- (5) The Company agrees that the entire LIHEAP payment will be credited to the eligible household's account immediately upon receipt of the payment, regardless of whether LIHEAP payment results in a credit balance on the account. The balance shall remain on the eligible household's account until it is depleted or until the account is otherwise closed.
- (6) The Company agrees to refund to the local administering LIHEAP agency any remaining LIHEAP funds balance when the household's account is closed. Unless the Company has been otherwise notified by the Department, such refunds are to be made payable to the local administering LIHEAP agency and mailed within forty-five (45) days of the account's closing date. The Company shall include the household account name and account number for reference purposes.

- (7) The Company agrees to cooperate with the Department's monitoring of this Agreement, including the Department's monitoring of documentation of energy supplied to eligible households. The Company shall observe its usual and customary practices governing the release of household account information. If requested by the Department, the Company shall provide account data including, but not limited to, annual energy costs and annual energy consumption, as authorized by the household's LIHEAP.
- (8) The Company agrees to not discriminate based on race, color, religion, sex, age, national origin, or disability in its implementation of this Agreement.
- (9) When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Agreement shall be cancelled, and, to the extent permissible by law, the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Agreement. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose. In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Ala. Code § 41-4-90, the Company shall have the option, in addition to the other remedies of the Agreement, of renegotiating the Agreement, Grant Agreement to extend or change payment terms or amounts, or terminating the Agreement. In all circumstances, it is agreed that the terms and commitments of this Agreement shall not constitute a debt of the State of Alabama in violation of Ala. Const. art. XI, § 213.

The Company further agrees that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

The Company recognizes and acknowledges that the Department is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Ala. Const. art. I, § 14. It is further acknowledged and agreed that none of the provisions and conditions of this Contract shall be deemed to be or construed to be a waiver by the Department of such Constitutional Immunity.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all disputes arising under the terms of this Agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

(10) In addition to the provisions provided in the Agreement, the Company shall be responsible for complying with any and all other applicable laws, ordinances, codes, and regulations of the Federal, State, and local governments. By signing this agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. By signing the Agreement, the Company affirms, in compliance with Ala. Code § 41-16-161, that it does not and will not, during the term of the Agreement, engage in economic boycotts. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Company

Signature of Authorizing Official

Main Office Address

Date

Contact Person

City, State, Zip

Telephone Number

Email address

Please provide the address your company would like LIHEAP payments to be mailed to if different from address shown above or provide an attachment with satellite office addresses, if necessary:

