

BILLING SERVICES AGREEMENT

This BILLING SERVICES AGREEMENT (**Agreement**) is entered by THE MID-COLUMBIA COMMUNITY ACTION COUNCIL, an Oregon non-profit corporation (**MCCAC**) and the CITY OF THE DALLES, an Oregon municipal corporation (**City**) for MCCAC's provision of billing services in support of their Utility Assistance Program.

WHEREAS, City owns and operates a municipal water system and a municipal wastewater collection and treatment system and serves as a utility for these public services to the customers within its incorporated boundaries;

WHEREAS, City desires to provide a utility rate subsidy to low-income households within its boundaries that are also utility customers of the City for water and sanitary sewer services and desires MCCAC's assistance to help identify those customers that qualify for the City's utility assistance program, to advertise and otherwise market the program to eligible households in the City, and other needed services associated with the City's utility assistance program;

WHEREAS, under the City's utility assistance program, the City credits or subsidizes the utility accounts of households with a household income of 60% or less of the Oregon Median Income (**OMI**) by crediting those utility accounts an amount equal to 10% of the City's base sewer charge plus 10% of the City's base water charge. For those income qualifying households that fall at or below a household income of 25% or less of the OMI, the City will credit or subsidize the utility account of the household an amount equal to 35% of the City's base sewer charge plus 35% of the City's base water charge; and

WHEREAS, MCCAC is a regional non-profit agency that provides a variety of services for low-income families and households throughout the mid-Columbia region that is ready, willing, and qualified to assist the City in marketing and implementing its utility assistance program to qualified utility customers.

NOW, THEREFORE, in mutual consideration of the promises contained herein, and pursuant to the objectives described in the foregoing recitals, which are incorporated herein by reference, MCCAC and the City agree as follows:

1. MCCAC agrees to do or otherwise perform the following:

- a. *Data Collection and Analysis.* MCCAC will identify eligible customers in the City with a household income of 60% or less of the OMI and determine which of these qualifying households are utility customers of the City for water and/or sanitary sewer. To be deemed a *utility customer* of the City for purposes of this Agreement: the household must be billed directly by the City for water and/or sanitary sewer, the account is in the qualifying household's name, and the household is responsible for those bills.
- b. *Report.* From its data collection and analysis under Section 1(a), MCCAC shall provide a monthly report to the City on the following and such reports shall be due to the City no later than the 7th day of each month during this Agreement's term:
 - (i) Those City households with a household income of 60% or less of the OMI that are *utility customers* for both City water and City sanitary sewer. MCCAC's report shall

identify these households by customer name, utility account number, service address, and eligible discount level.

- (ii) Those City households with a household income of 60% or less of the AMI that are a City utility customer for only water or sanitary sewer, but not both. MCCAC's report shall identify these households by the utility for which they are the *utility customer*, customer name, utility account number, service address and eligible discount level.
- (iii) MCCAC shall create a program to organize, promote, and otherwise publicize the City's water and sewer utility assistance program to eligible households throughout the City to facilitate the identification and enrollment of eligible households, to help eligible households understand the City's utility assistance program, and to gain the participation of all eligible households in the program.
- (iv) In each monthly report delivered to the City, MCCAC shall provide an update to the City on any household that no longer qualifies as a *utility customer*.

- c. *Indemnity.* MCCAC agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands for MCCAC's (including MCCAC's officers, agents, employees, and subconsultants) acts or omissions in the performance of this Agreement.

2. The City agrees to do or otherwise perform the following:

- a. *Initial Payment.* Within 7 days of the City's receipt of an invoice from MCCAC, the City agrees to pay MCCAC \$4,000.00 for the costs of this Agreement's first fiscal year. For purposes of this Agreement, *fiscal year* means July 1 through June 30.
- b. *Yearly Payments.* MCCAC agrees to submit to the City each fiscal year during this Agreement's term one (1) invoice in the amount of \$4,000.00 (which monies cover the City's total costs of this Agreement in that fiscal year) and the City agrees to pay MCCAC accordingly.
- c. *Public Budgeting.* The City certifies sufficient funds are available and authorized for expenditure to finance the costs of this Agreement during the current fiscal year. The Parties agree appropriations for future fiscal years are subject to budget approval by the City Council.

3. Term and Termination. The term of this Agreement commences July 1, 2024, and shall remain effective for a period of 10 years, unless sooner terminated as provided herein. Either Party may terminate this Agreement for its convenience by providing no less than 90 days' advance written notice to the other Party; provided, however, if MCCAC delivers the City notice of its termination for convenience, MCCAC agrees to prorate its \$4,000.00/year charges to the nearest fiscal quarter based on the time of termination and refund the City accordingly.

4. Notices. All notices required or permitted to be given under this Agreement shall be deemed given and received two (2) days after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, and addressed:

To MCCAC:

Mid-Columbia Community
Action Council
Attn: Kenny LaPoint
2505 W. 7th St.
The Dalles, OR 97058
Phone: (541) 298-5131
email: klapoint@mccac.com

To the City of The Dalles:

City of The Dalles
Attn: Finance Director
313 Court Street
The Dalles, OR 97058
Phone: (541) 296-5481
e-mail: awilson@ci.the-dalles.or.us

5. Full Integration/Modification. This Agreement contains the Parties' entire understanding and intent and supersedes all prior negotiations, representations, or other written or oral agreements on this matter. The Parties agree this Agreement may only be modified by a written instrument duly executed by the Parties.
6. Assignment. This Agreement may not be assigned by MCCAC without the express prior written consent of City. This Agreement shall be binding on and shall inure to the benefit of the Parties' respective successors and assigns.
7. Tax Currency. MCCAC agrees (and by executing this Agreement, certifies under penalty of perjury) it is, to the best of its knowledge, not in violation of any tax laws described in ORS 305.380.
8. No Partnership. Nothing in this Agreement shall be construed to create a partnership or joint venture between MCCAC and City.
9. Confidentiality and Public Records. Subject to the provisions of the Oregon Public Records Law, each Party agrees to maintain the other's confidence with respect to all data exchanged between them connected with their performance of this Agreement, including the City's public utility customer's names, dates of birth, driver license numbers, telephone numbers, electronic mail addresses, and Social Security Numbers (without limitation, **Information**). MCCAC agrees not to disclose any Information contemplated by or derived from the Parties' performance of this Agreement without the City's prior written consent.
10. Independent Contractor. The Parties agree MCCAC is an *independent contractor* as defined by ORS 670.600(2) and as interpreted by regulations promulgated by the Oregon Bureau of Labor and Industries. Neither the terms of this Agreement nor the course of its performance by the Parties shall be construed as implicating an employer-employee relationship. MCCAC expressly warrants its exclusive agency free from City direction and control over the means and manner of MCCAC's performance.
11. Waiver. The waiver by either Party of any provision or requirement of this Agreement shall not constitute a continuing or a future waiver of the same or any other provision hereof.
12. Enforceability. The Parties agree all disputes connected with this Agreement or its performance shall be heard in the Circuit Court of the State of Oregon for the County of Wasco and any resolutions shall be construed under the laws of the State of Oregon. If any

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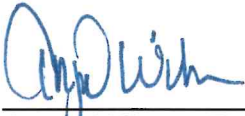
City of The Dalles – MCCAC

provision of this Agreement is held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties.

- 13. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


IN WITNESS WHEREOF, the Parties duly execute this **BILLING SERVICES AGREEMENT** this 13th day of June, 2024.

CITY OF THE DALLES



Angie Wilson, Finance Director

**MID-COLUMBIA COMMUNITY
ACTION COUNCIL**



Kenny LaPoint, Executive Director