



RESOLUTION NO. 7060

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH COMMUNITY SERVICES CONSORTIUM TO PROVIDE ADMINISTRATION SERVICES FOR THE LOW-INCOME ASSISTANCE PROGRAM AVAILABLE FOR WATER FEES AND CITY SERVICES FEES

WHEREAS, CSC has previously provided program application review and administration services for Albany's low-income water assistance program based on a defined set of criteria for water services fees; and

WHEREAS, Council approved a city services fee that would be applied to Albany residents' utility bill to offset increasing city services charges; and

WHEREAS, staff recognized there is a need to assist Albany residents in Linn and Benton counties for payment of utility and the city services fees to maintain safety and health conditions in the community; and

WHEREAS, staff developed a low-income assistance program for water utility fees and the city services fee payments for eligible residents in Linn and Benton counties; and

WHEREAS, a low-income assistance program will supplement other low-income service programs provided by non-profit agencies and utility companies to residents in Linn and Benton counties; and

WHEREAS, program eligibility guidelines require applicants to be a current residential water and/or city services utility customer of Albany, with a service address in the applicant's name; and

WHEREAS, in an effort to further economy and efficiency, CSC and Albany wish to cooperatively provide support of Albany's low-income assistance program; and

WHEREAS, combining the application processes for city services fees and water fees will streamline the process, establish program efficiencies, and eliminate duplication of work efforts by CSC, Albany, and the eligible applicant.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the City Manager and the Public Works Director execute an intergovernmental agreement with CSC to provide administration services for Albany's low-income assistance program for water and/or city services fees for Linn and Benton county residents (Attachment A).

DATED AND EFFECTIVE THIS 27TH DAY OF OCTOBER 2021.



ATTEST:

Allison R. Luecke

City Clerk

[Signature]
Mayor

**INTERGOVERNMENTAL AGREEMENT
CITY OF ALBANY AND COMMUNITY SERVICES CONSORTIUM
LOW-INCOME ASSISTANCE PROGRAM ADMINISTRATION SERVICES**

PARTIES

This Intergovernmental Agreement is made and entered into by and between the City of Albany, a municipal corporation of the State of Oregon, 333 Broadalbin Street SW, Albany, Oregon 97321, (hereinafter referred to as "Albany"), and Community Services Consortium (CSC), a state-designated community action agency existing under statute ORS 458.505, (hereinafter referred to as "CSC"), 250 Broadalbin St, Suite 2A, Albany, Oregon 97321, and collectively referred to as the "Parties", or individually as "Party".

RECITALS

1. WHEREAS, ORS 190.007 et seq. provides for intergovernmental cooperation in the interest of furthering economy and efficiency of local government; and
2. WHEREAS, ORS 190.003 for purposes of such intergovernmental cooperation defines a unit of local government as including a county, city, district, or other public corporation, commission, authority, or entity organized and existing under statute or city or county charter; and
3. WHEREAS, ORS 190.010 provides that a unit of local government may enter into a written agreement with any other unit or units of local government for the performance of any or all functions and activities that a Party to the Agreement, its officers or agencies, have authority to perform; and
4. WHEREAS, Albany recognizes there is a need to assist Albany residents in Linn and Benton counties for payment of water and/or city services fees to maintain safety and health conditions in the community; and
5. WHEREAS, establishing a low-income assistance program for Albany water and/or city services fees will supplement other low-income service programs provided by non-profit agencies and utility companies to residents in Linn and Benton counties; and
6. WHEREAS, CSC has previously provided program application review and administration services for Albany's low-income water assistance program based on a defined set of criteria for water services fees; and
7. WHEREAS, combining the application processes for city services and water services fees assistance will streamline the process and establish efficiencies for the Parties and the applicant; and
8. WHEREAS, in an effort to further economy and efficiency, the Parties hereto wish to cooperatively provide support for Albany's low-income assistance program for eligible Linn and Benton county' residents.

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

AGREEMENT

Article 1: Term and Time of Performance

The term of this Agreement shall become effective upon the last signature of the Parties and shall be reviewed annually by the Parties.

Article 2: CSC Responsibilities

- 2.1 CSC will provide application review and administration services for Albany's low-income assistance program for city services fees and water fees.
- 2.2 CSC will provide Albany's utility billing customer services supervisor a copy of the low-income assistance application log sheet (Exhibit A) monthly by the 20th day of the following month. The Log Sheet shall list the date of eligibility, utility account number, applicant's name, service (residence) address, qualification criteria, household income at the time (date) of application intake, and, if applicable, the reason for denial.
- 2.3 CSC will refer applicant inquiries about credit and/or billing amounts to the Albany utility billing department.
- 2.4 CSC will provide a completed low-income assistance application (Exhibit B) signed by the applicant that states they agree to contact CSC and update any information provided on their application that changes during the program year. If it is found that the applicant's information has changed and they have neglected to inform CSC, their eligibility for the program will be terminated and CSC will notify Albany that the applicant's assistance and credits will cease.
- 2.5 CSC is not responsible for determining customer credits.
- 2.6 CSC is not responsible for providing customer billing and credit information.
- 2.7 CSC is not responsible for notifying customers when credit is expiring.
- 2.8 CSC will process applications based on Albany's low-income assistance program assistance eligibility requirements and benefits administration guidelines defined in Exhibit C to this Agreement.

Article 3: Albany Responsibilities

- 3.1 Albany will review the low-income assistance application log sheet (Exhibit A) submitted by CSC and request payments for processing on a monthly basis.
- 3.2 Albany will contact CSC on any application known of by Albany that may no longer be eligible to receive credits or has been terminated.
- 3.3 Albany will contact CSC within a reasonable time on any application where there is a question, finding, or discrepancy.

Article 4: Mutual Responsibilities

The Parties agree to collaborate, coordinate, and communicate to provide an effective and efficient low-income assistance program for eligible residents in Linn and Benton counties that need assistance in payment of their Albany utility bill for water fees and/or city services fees.

Article 5: Compensation

Albany will compensate CSC at a rate of \$15.00 per eligible application processed. Eligible applications are applications from residents in Linn or Benton counties that receive monthly city services and/or water fees from Albany. A processed application will include both approved and denied eligible applications. Applicants denied eligibility through preliminary phone screening, with no written application, are not considered applicable for compensation.

Article 6: Invoice, Payment, and Notifications

- 6.1 Albany will pay CSC monthly based on the number of monthly applications listed on the low-income assistance application log sheet (Exhibit A) submitted to Albany by CSC.
- 6.2 Payment is subject to Albany review and approval of the low-income assistance application log sheet. In the event there is a discrepancy, Albany shall immediately notify CSC of the discrepancy and the Parties will annotate and correct their versions of the Log Sheet and the adjusted amount, if applicable, shall be processed and due CSC.
- 6.3 Payments shall be made within approximately thirty (30) days from the date the Log Sheet is received by Albany's utility billing department.
- 6.4 The following information will be used to submit the low-income assistance application log sheet (Exhibit A), low-income assistance application (Exhibit B), payments, and notifications.

Community Services Consortium (CSC)
Pegge McGuire, Executive Director
250 Broadalbin St, Suite 2A
Albany, Oregon 97321
Email: pmcguire@communityservices.us

City of Albany
Utility Billing Department
P.O. Box 490
Albany, OR 97321
Email: patty.mcinnis@cityofalbany.net

Article 7: Integration and Amendments

This Agreement contains the entire agreement, including exhibits and attachments, between the Parties hereto and supersedes any and all prior express and/or implied statements, negotiations and/or agreements between the Parties, either oral or written.

Any Party to this Agreement may request changes as set forth herein. No change, modification, or waiver of any provision in this Agreement shall be valid or binding upon the Parties except upon written amendment executed by all Parties.

Article 8: Transfer of Interest

No Party to this Agreement shall assign or transfer any interest in or duty under this Agreement without the written consent of the other Party, and no assignment shall be of any force or effect whatsoever unless and until the other Party shall have so consented in writing.

Article 9: Indemnification

Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 et seq., and Article XI, Section 7 of the Oregon Constitution, each Party to this Agreement shall be solely responsible for its own actions, omissions or negligence and shall indemnify and hold the other Party harmless from any liability, claims, losses, injury, demand, expenses, or lawsuits arising therefrom. Provided, however, that neither Party shall be required to indemnify the other for any claim, loss or liability arising solely out of the wrongful act of the other's officers, board members, employees, agents, and other representatives. The provisions of this Article shall survive the expiration or sooner termination of this Agreement.

Article 10: Insurance

Each Party shall obtain and at all times keep in effect adequate levels of liability insurance or self-insurance for liability arising out of the acts, omissions or negligence of the respective Party's officers, board members, employees and agents under this Agreement. The Parties may satisfy these requirements in any manner allowed by ORS 30.282. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specific in ORS 30.269. In the event of unilateral cancellation or restriction by the insurance company of the Party's insurance policy referred to in this Article, the Party, as applicable, shall immediately notify the other Party verbally and in writing. Coverage limits shall not be less than \$2,000,000 combined single limit per occurrence.

Article 11: Non-Disclosure

Both Parties understand that customer information collected under this Agreement is designated as private or confidential and considered "*Protected Information*" from use or disclosure by the Parties when not directly connected with the application review and administration services provided by CSC for Albany's Low-Income Assistance Program, and responsibilities with respect to the services provided under this Agreement, unless written consent is obtained from such person(s) requesting service and benefit. CSC and Albany agree to comply with the Oregon Consumer Information Protection Act, ORS Sections 646A.600 through 646A.628.

The Parties must implement appropriate measures designed to ensure the confidentiality and security of *Protected Information*, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action of unauthorized disclosure that could result in substantial harm to Albany, CSC, or an individual identified with the data or information in CSC's custody or access.

Article 12: Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement remain in full force and effect if the essential terms and conditions of this Agreement for both Parties remain valid, legal, and enforceable.

Article 13: Discrimination

The Parties agree not to discriminate on the basis of race, religion, sex, color, national origin, family status, marital status, sexual orientation, gender identity or expression, age, source of income, veteran's status, or mental or physical disability in the performance of this Agreement or in employment by Albany or CSC.

Article 14: Termination/Withdrawal

Any Party may request termination/withdrawal of this Agreement for any reason upon thirty (30) days' written notice to the other Party. Each Party shall continue to carry out the provisions of this Agreement during the period after the giving of notice to the effective date of termination/withdrawal. In the event of termination, Albany shall pay CSC for services performed under the Agreement prior to the date of termination.

Article 15: Operations of Agreement

In any decisions regarding the operations of this Agreement, it is the intent of both Parties hereto that the specific provisions of this Intergovernmental Agreement shall govern. Decisions necessary to implement this Agreement that are not covered by the specific provisions of this Agreement shall require the agreement of both Parties. Such agreement shall be provided through their designated representatives.

In the event that the Parties do not reach an agreement on a decision or a particular course of action, the matter will be referred to the nonelected chief executive officers of the respective Parties to this Agreement for resolution. Those officers will meet and make a decision regarding this matter. In the event that the chief executive officers are unable to agree, then the issue will be processed in accordance with Article 16.

Article 16: Disagreement/Arbitration

In the event the Parties to this Agreement are unable to agree, as specified in Article 15, either Party may apply to the presiding judge of Linn County requesting the appointment of a neutral arbitrator. The arbitrator thus selected shall establish the procedures for arbitration of the dispute and his/her decision shall be final. The Parties shall share equally in all arbitration fees and costs.

Article 17: Attorneys' Fees

In the event a suit or action is commenced to enforce the terms of this Agreement, the prevailing Party shall recover, and the losing Party shall pay the prevailing Party court costs and reasonable attorney fees incurred in the suit or action. This provision specifically includes any court costs and attorneys' fees incurred by the Party prevailing on appeal.

Article 18: Compliance with Applicable Laws

The Parties shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to work performed under this Agreement.

Article 19: Electronic Signatures

Any signature (including any electronic symbol or process attached to, or associated with, an agreement or other record and adopted by a Person with the intent to sign, authenticate or accept such Agreement or record) hereto or to any other certificate, agreement or document related to this transaction, and any contract formation or record keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based record keeping system to the fullest extent permitted by applicable law.

INTERGOVERNMENTAL AGREEMENT

IN WITNESS WHEREOF, the Parties have herewith executed their signatures.

COMMUNITY SERVICES CONSORTIUM:

CITY OF ALBANY, OREGON:

Name, Executive Director

Chris Bailey, Public Works Director

Date

Date

Peter Troedsson, City Manager

Date

APPROVED AS TO FORM:

M. Sean Kidd, City Attorney

Date

EXHIBIT A

Low-Income Assistance Application Log Sheet
CITY OF ALBANY LOW-INCOME ASSISTANCE PROGRAM FOR WATER FEES AND CITY SERVICES FEES

Month/Year: _____

CSC Rep: _____

INTAKE DATE	UTILITY ACCT #	APPLICANT'S NAME	SERVICE ADDRESS	DOB	ANNUAL HOUSEHOLD INCOME (BEFORE DEDUCTIONS)	NUMBER IN HOUSEHOLD	APPROVAL DATE	DENIAL DATE	REASON FOR DENIAL, IF APPLICABLE
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EXHIBIT B
Low-Income Assistance Application

Applicant Name: _____

Applicant must select the type(s) of payment assistance they are requesting from the City of Albany and Community Services Consortium (CSC). Check all boxes that apply.

Utility Water Fees Yes No

City Services Fees Yes No

By signing this form, I hereby authorize CSC, the City of Albany, and/or its agents, access to any records in order to verify information given. I also consent to any legally authorized investigation for confirmation of that information. I agree to let the Department of Human Services, Social Security, Senior and Disabled Services, my employer, or any other source of household income give information to CSC and/or the City of Albany so that I may receive low-income assistance.

If I receive assistance to which I am not entitled as a result of withholding information or knowingly giving fraudulent information, I agree to repay that assistance and may be found guilty of fraud and fined up to the allowable amount, or put in prison, or both.

In the event my household's circumstances change and the possibility exists that I am no longer eligible for the low-income assistance program, I agree to contact CSC to ascertain my current eligibility standing. If I no longer meet the program eligibility guidelines, I agree to relinquish my enrollment in the program and the receipt of any and all assistance credits.

I agree to allow use of the information collected from this application to Community Services Consortium, the City of Albany and/or its agents for any legitimate purpose including, but not limited to the purpose of deciding eligibility for any and all low-income assistance programs available, for reporting associated with those assistance programs and for program evaluation.

I understand the City of Albany's low-income assistance program runs from January 1 to December 31 and that credits will become effective following the eligibility determination process. Credits received cannot be applied to prior billing statements. In the event I move out of the residence, I am no longer eligible to receive assistance and the credits will cease. I may reapply for low-income assistance at the new residence if the new residence receives water and/or city services fees from the City of Albany and if the new account is in my name.

Signature Block:

Applicant's Name: _____

Date: _____

Signature: _____

EXHIBIT C

Program Assistance Eligibility Requirements and Benefit Administration Guidelines

Section 1: Applicant Eligibility Requirements

1. Household must be a current residential water and/or city services utility customer of the City of Albany.
2. The applicant's name must appear on the utility bill.
3. Service address must be the applicant's primary residence.
4. Income eligibility guidelines: Household total gross income must be at or below 60% of the State's annual median income based on family size as determined by the U.S. Department of Housing and Urban Development (HUD) Benefit Matrix for determining eligibility in Linn County, Oregon. Protocols used in establishing household gross income will mirror the Oregon Energy Assistance protocols.
5. Qualifying households must recertify eligibility annually by January 1 to avoid a disruption in receiving service(s) fee assistance.

Section 2: Benefit for Water Service Fees

1. Program year is from January 1 through December 31.
2. Qualifying applicants shall receive a credit for up to four (4) units of water consumption for each monthly bill for domestic water service. Irrigation meters are not eligible for this credit.
3. The level of credit applied to each monthly bill will be based on the amount of water the customer consumed during that billing period.
4. Base charge, residential surcharge, and charges for all consumption greater than four (4) units still apply.
5. Credits will be applied to each monthly bill within the program year for which the customer qualifies.
6. Credits cannot be banked or saved. Any unused portion of the credit for each monthly bill will be forfeited.
7. The monthly credit will take effect at the start of the billing period after the Community Services Consortium (CSC) notifies Albany that the customer has qualified for the credit.
8. Credits cannot be applied to prior usage.
9. In the event there are two (2) meters to the same residential unit, household may only receive assistance on one (1) of the meters.
10. In the event that the applicant moves out of the residence from which they qualified, the monthly water credit will cease. The applicant may reapply for assistance at the new residence if the new residence received water service from the City of Albany and the new account is in the applicant's name. All other eligibility protocol and limits will apply.

Section 3: Benefit for City Services Fees

1. Program year is from January 1 through December 31.
2. Qualifying applicants shall receive a credit of 50% of the city services fees amount for each monthly bill. The monthly credit will take effect at the start of the billing period following CSC's notification to the City of Albany that the customer has qualified for the credit.
3. Credits cannot be banked or saved.
4. The applicant may reapply for assistance at the new residence if the new residence received city services fees from the City of Albany and the new account is in the applicant's name. All other eligibility protocol and limits will apply.