



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF TUALATIN
AND
COMMUNITY ACTION ORGANIZATION**

**ELIGIBILITY VERIFICATION FOR CITY'S LOW-INCOME
UTILITY BILL ASSISTANCE PROGRAM**

This Memorandum of Understanding (MOU) is entered into by and between the City of Tualatin, an Oregon Municipal Corporation (City) and Community Action Organization, a private, non-profit agency (Agency). City and Agency may be referred to together as "Parties" or singularly as "Party."

I. Purpose

The purpose of this MOU is to provide for a streamlined information sharing process to establish eligibility for participation in the City's Low-Income Utility Bill Assistance program.

- The City provides an assistance program to utility customers who are in need of assistance. This program includes, but is not limited to, assistance for drinking water, sanitary sewer, road utility, parks utility, and surface water management fees, collectively referred to as "City Program."
- Eligibility criteria for participation in the City Program is set forth in the City's Low-Income Utility Bill Assistance Program Reference Guide, which is attached to this MOU as Exhibit A and incorporated herein. Such criteria are generally based upon income and/or an individual or family qualifying to participate in other programs such as SNAP/TANF, OHP or free or reduced lunch programs.
- Agency is in possession of information that can verify whether a specific individual or family is eligible to participate in the City Program.
- City desires to provide nominal sponsorship support to Agency in exchange for Agency assisting City with determining whether individuals and families are eligible to participate in City Program.
- Agency desires to assist City in determining whether individuals and families qualify for City Program.

II. Roles and Responsibilities

Agency agrees to perform the partner responsibilities set forth in the City's Low-Income Utility Bill Assistance Program Reference Guide, including but not limited to:

- Accept requests for eligibility verification for City Program from individuals and families with whom Agency works (Eligibility Requests).
- Ensure familiarity with eligibility requirements for participation in City Program and base verification decisions solely on such criteria.
- Verify Eligibility Requests and email results of the verification process to the City's designated contact person on a weekly basis.
- Require individuals and families making Eligibility Requests sign a consent form authorizing Agency to release the results of the verification process to the City.

City agrees to perform the City responsibilities set forth in the City's Low-Income Utility Bill Assistance Program Reference Guide, including but not limited to:

- Provide Agency with a designated contact person for City Program.
- Provide eligibility criteria for City Program to permit Agency to make decisions related to Eligibility requests.
- Enroll individuals and families in applicable City Program after having received verification of eligibility from Agency.
- To the extent permitted by law, maintain confidentiality of information provided by Agency.
- Provide administrative support to the agency in an agreed upon amount per terms included in Attachment A..

III. Terms

This MOU will take effect upon the date of the last signature appearing below, and will remain in effect unless terminated by either Party upon thirty (30) days written notice to the other Party.

Parties are responsible for their individual staffing requirement to satisfy the obligations of this MOU.

Each party shall be solely responsible for defending any claim or action against it arising out of or related this MOU, whether civil or criminal, and for any liability there from.

Except as expressly provided in this MOU or in the City's Low-Income Utility Bill Assistance Program Reference Guide, this MOU does not create an obligation or commitment of funding, nor is it a basis for the transfer of funds. This MOU is a basic statement of the understanding between the Parties regarding the tasks and methods for performing the tasks described in this MOU. Expenditures by each Party will be subject to its own budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that the existence of this MOU in no way implies that funds will be appropriated for the tasks described in this MOU in the future.

Except as otherwise provided herein, this MOU may only be modified or amended by the mutual written consent of the Parties.

The City may modify the City's Low-Income Utility Bill Assistance Program Reference Guide at its sole discretion. City shall provide Agency notice of such modifications at least sixty (60) calendar days prior to any such modifications taking effect. If Agency disagrees with such modifications, Agency must provide written notice to City of its objections at least forty-five (45) calendar days before such modifications are scheduled to take effect. Within ten (10) calendar days of receiving such notice from Agency, City must notify Agency in writing if it will amend the proposed modifications as requested by Agency or make the modifications as originally proposed. If City fails to amend the proposed modifications in a manner satisfactory to Agency, Agency may terminate this MOU pursuant to the terms below.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature specified below.

DATE: _____

DATE: _____

CITY OF TUALATIN

COMMUNITY ACTION ORGANIZATION

Printed Name

Printed Name

Attachment A

I. Financial Terms

- The original term of the agreement will commence on the date of the last signature on the MOU and will be through June 30, 2025.
- Subsequent plan years will be the same as the City's fiscal year, July 1 through June 30.
- The City will pay the Agency for administrative support during the original term of the agreement the amount of \$7,800 for up to and including 225 screenings, payable one-third at MOU execution, one-third on June 1, 2024 and the remaining balance on December 1, 2024. Screenings above 225 in the original contract period will be billed monthly at \$35 per screening.
- Future year billings will be split into two payments; one at the beginning of the plan year and the other after six months.
- Any proposed changes to financial terms must be made in writing at least ninety (90) calendar days prior to end of plan year.
- A one-time set up fee of \$1,250 will also be due upon completion of the MOU.