

AGREEMENT

THIS AGREEMENT is executed effective August _____, 2010, by and between the **City of Prineville**, an Oregon municipal corporation, (hereinafter "City"), and **St. Vincent de Paul Society of Crook County**, an Oregon non-profit corporation (hereinafter "SVDP").

RECITALS:

- A. Human Dignity Advocates of Crook County has requested the Prineville City Council to establish a program where donations could be accepted and used to pay City water and sewer bills for individuals who are unable to pay City utility bills.
- B. SVDP has in place a process in which they interview, screen, conduct home visits, and prioritize recipients of services, goods, and monies from SVDP.
- C. City and SVDP have agreed in principal that SVDP would interview, screen, perform home visits, and prioritize potential recipients of monies to pay City water and sewer bills and the parties desire to memorialize such agreement.

IN CONSIDERATION of the above premises and the following covenants the parties agree as follows:

1. Definitions. As used in this Agreement the following definitions shall apply:

Utility bill or utility bills shall mean City water and sewer bills.

City Utility Assistance Program shall mean the program of receiving donations, transferring the donation to SVDP, and SVDP paying utility bills for individuals who are unable to pay their utility bill.

Quarterly shall mean quarter annually. Quarters shall consist of the months January through March, April through June, July through September, and October through December.

2. City shall periodically send inserts with its utility bills to City's utility customers. Such inserts shall contain information and instructions regarding making donations to be used for the payment of utility bills including the following:

- a. Checks are to be made payable to St. Vincent de Paul;
- b. Checks are to be noted as being for the City Utility Assistance Program;
- c. The amounts donated are tax deductible;
- d. Checks for the City utility assistance program can be mailed to the City with the customer's utility bill payment;

3. Checks received by the City, made payable to SVDP will be delivered to SVDP. Checks payable to City, but noted as being for City's Utility Assistance Program will be endorsed to SVDP if the utility bill of the utility customer sending the check is current; otherwise, such check will be applied to such customer's utility bill. City will keep track of the dollar amounts and number of donations that City delivers to SVDP for the City Utility Assistance Program.

4. SVDP will keep monies received for the City Utility Assistance Program, whether from City or from donors directly to SVDP, in a separate bank account. SVDP shall provide to City by the 15th day in the months of January, April, July, and October of each year the City Utility Assistance Program is in effect the following:

- a. a summary of monies received the prior quarter by SVDP for the City Utility Assistance Program from the City and directly from donors;
- b. number of utility accounts paid by SVDP in the prior quarter;
- c. the amount of monies paid by SVDP to the City for utility bills in the prior quarter;
- d. the balance of SVDP City Utility Assistance Program bank account at the end of the prior quarter.
- e. The number of hours spent by SVDP personnel in administering the City Utility Assistance Program in the prior quarter.

5. Upon request of City utility customers seeking monies to pay such customers' utility bill or any part thereof, SVDP will interview such individuals, screen such individuals according to SVDP protocol, conduct a visit to such customer's home, and prioritize customers for payment of customers' utility bill. SVDP will advise City of which utility accounts will be paid and the amount of payment and shall make said payment to City within two weeks of advising City.

6. This Agreement shall become effective October 1, 2010, and continue until the parties agree to terminate the Agreement or on a date set out in notice by one party to the other party not less than 90 days prior to the termination date.

7. All notices under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or mailed by certified mail, return receipt requested, to the parties at the following addresses (or at such other address or facsimile number as a party may designate by like notice to the other party).

To City:
387 NE Third Street
Prineville, OR 97754

To SVDP:
240 East First Street
Prineville, OR 97754

Any notice shall be deemed to be given a) on the date of personal delivery, b) at the expiration of the second day after the date of deposit in the United States mail.

8. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

City of Prineville

St. Vincent de Paul of Crook County

By: _____

By: _____