



RESOLUTION 2021-07

RESOLUTION OF THE CITY OF ODESSA, MISSOURI, AUTHORIZING EXECUTION OF AGREEMENT FOR ADMINISTRATIVE OVERSIGHT OF CARES ACT FUNDS DESIGNATED FOR ADDITIONAL UTILITY ASSISTANCE TO CITY OF ODESSA MUNICIPAL UTILITY CUSTOMERS

WHEREAS, the city of Odessa, Missouri has received Federal funding administered through the CARES Act to help provide relief and recovery assistance due to the COVID-19 pandemic; and

WHEREAS, the Odessa Board of Aldermen has expressed their desire to provide the customers of the Odessa Municipal Utility systems additional financial utility assistance utilizing a portion of the CARES Act funds; and

WHEREAS, the Odessa Community Service Center (OCSC) provides resources to residents within the Odessa community and has agreed to administer the additional funds the city would allocate for utility assistance.

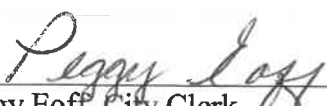
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF ODESSA, MISSOURI, AS FOLLOWS:

SECTION 1. That the Mayor is hereby authorized to execute the attached agreement between the City of Odessa (OMU) and Odessa Community Service (OSCS)

APPROVED AND PASSED by the Board of Aldermen of the City of Odessa, Missouri, this 12th day of April, 2021

(SEAL)

By: 
Stephen L. Wright

By: 
Peggy Eoff, City Clerk

AGREEMENT

Agreement for Administrative Oversight of CARES Act Funds designated for additional utility assistance to City of Odessa Municipal Utility customers.

As the city of Odessa, Missouri has received Federal funding administered through the CARES Act, the Odessa Board of Aldermen and the Odessa Community Service Center (OCSC) enter into the following agreement for assistance to city of Odessa Municipal Utilities (OMU) customers.

These funds received by the city are to be used to provide additional utility assistance to OMU customers meeting eligibility determinations to be defined by OCSC.

1. CITY OF ODESSA AGREES TO:

- Provide up to \$50,000 to the Odessa Community Service Center from the funds the city received from the Lafayette County Commission through the federal CARES Act.
- Provide the funds to the Odessa Community Service Center in draws of \$10,000.
- Allow the use of three percent (3%) of the funds provided to OCSC to be used for program administrative services.
- Provide information regarding amounts due to OCSC staff upon request.
- Accept any pledge offered by OCSC as payment on the account which pledge is made.

2. ODESSA COMMUNITY SERVICE CENTER AGREES TO:

- Keep the CARES Act funds in a dedicated bank account, and any interest accrued will be used for utility assistance.
- Make applications and services available through the Odessa Community Service Center located at 212 S 2nd Street, Odessa, MO.
- Provide applications to all OMU customers seeking assistance for utility costs.
- Process all applications to determine program eligibility in the order they were received.
- Confirm total amount due with City Hall staff, including arrears.
- Provide pledges on behalf of customers confirming with email correspondence to designated a staff member(s).
- Submit pledge payments by check within ten (10) days of the date the pledge is made to OMU.
- Track all utility payments made with CARES Act funding by customer, service location, account number, and amount of assistance provided.
- Submit monthly reports to the city of Odessa detailing payment information.
- OCSC shall make all books, records and other documents available at all reasonable times for inspection and copying by the City in order to ensure compliance with the CARES Act, U.S. Department of Treasury Guidance, the intended purposes of the funds as set forth in this Agreement and audit requirements. Copies of all records (including electronic records) shall be furnished to the City at no cost.

- Return funds provided by the City to OCSC pursuant to this Agreement that are not expended on or before December 31, 2021.
- Return previously disbursed funds that have been claimed, received, expended, or used by OCSA in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum interest rate permitted under applicable law. OCSA agrees to repay all Fund amounts which are the subject of a Repayment Notice within thirty (30) days.

3. PROGRAM ELIGIBILITY:

- Utility customer of the city of Odessa Municipal Utilities.
- Utility arrears dating back no further than December 1, 2020.
- Must demonstrate or attest that COVID-19 has created a hardship in the household applying for assistance.
- Must demonstrate or attest that the household is struggling to meet basic bills and obligations, and that the household, without assistance from this program, would not likely be able to keep up with its utility bills.

4. PROGRAM ASSISTANCE:

- There is no cap for the maximum amount of assistance to be provided. Amount of assistance provided shall meet the arrears and current amount due that will result in an account balance of \$0.00.
- Utility services include: Electric, Water, Sewer, and Trash.
- The utility customer will be responsible for paying the disconnect fee on utility services that reach disconnect status. CARES Act money cannot be used for the disconnect fee.
- Deposits may be required for reconnection of services.

5. TERMINATION

City may terminate this Agreement by giving a written termination notice to OCSC ("Termination Notice") and, on the date specified in such notice, all rights (but not the obligations) of OCSC under this Agreement shall terminate. Upon termination of this Agreement, City shall have no further obligation to disburse funds to OCSC, whether or not the entire amount of funds have been disbursed to OCSC.

6. NONDISCRIMINATION

Pursuant to the Missouri Human Rights Act, the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, OCSC covenants that it shall not discriminate against any employee or applicant for employment with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of a person's race, color, national origin, religion,

sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law and with respect to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in places of public accommodation. Furthermore, OCSC agrees to comply with applicable federal laws, regulations, and executive orders prohibiting discrimination based on protected characteristics in the provision of services.

7. INDEMNIFICATION

OCSC agrees, to the extent permitted by law, to defend, indemnify, and hold harmless City, its office holders, employees, and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney' s fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of OCSC, its officers, directors, employees or agents, or any other person affiliated with OCSC in applying for or accepting the funds, in the use or expenditure of the funds, or any other matters arising out of or relating to this Agreement.

8. MISCELLANEOUS

OCSC, at the request of the City Administrator, will speak about the outcomes of this assistance program at a Board of Aldermen, to be scheduled at least 30 days in advance.


9. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the City and OCSC with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory.

10. MODIFICATION

This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

To Which all Parties Agree:

 4-22-21

Mayor Date
City of Odessa, Missouri

Executive Director Date
Odessa Community Service Center