


**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 9<sup>th</sup>, 2022**

<b>AGENDA ITEM: Water and Wastewater Contractor Agreement Snohomish County Human Services Department</b>	
<b>PREPARED BY:</b> Stephanie Janssen	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Finance	
<b>ATTACHMENTS:</b>	Water and Wastewater Contractor Agreement Low Income Home Energy Assistance Program (LIHEAP) Eligibility Guidelines
<b>BUDGET CODE:</b>	<b>AMOUNT: Undetermined</b>
<b>SUMMARY:</b> Snohomish County Human Services Department has started a low income household water assistance program. Federal funds will be awarded to eligible customers as part of an overall emergency effort to the Covid-19 pandemic to ensure low income households have access to drinking water and wastewater services. This is part of the Low Income Home Energy Assistance Program and customers will apply for the funds directly through Snohomish County. The eligible customers must have monthly income at or below 150% of the federal poverty level.	

**RECOMMENDED MOTION:** Authorize the Mayor to sign and execute the Water and Wastewater Contractor Agreement.

**SNOHOMISH COUNTY HUMAN SERVICES DEPARTMENT**

3000 Rockefeller Avenue, MIS 305, Everett, WA 98201  
(425) 388-7200

**WATER AND WASTEWATER CONTRACTOR AGREEMENT**

VA-WS-22-30-09

<p>Name and Address of Water and Wastewater Services Contractor:</p> <p>City of Marysville City Hall Utility Billing 1049 State Avenue Marysville, WA 98270</p>	<p>Contact Person Name, Phone Number, Email:</p> <p>Stephanie Janssen/ Utility Billing Supervisor 360-363-8010 sjanssen@marysvillewa.gov</p>
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**THE WATER AND WASTEWATER SERVICES CONTRACTOR AND COUNTY HEREBY ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS AGREEMENT. SIGNATURES FOR BOTH PARTIES ARE REQUIRED. BY SIGNING, THE CONTRACTOR IS CERTIFYING THAT THE CONTRACTOR IS NOT DEBARRED, SUSPENDED, OR OTHERWISE EXCLUDED FROM PARTICIPATING IN FEDERALLY FUNDED PROGRAMS.**

## **Low Income Household Water Assistance Contractor Agreement**

### **I. Purpose**

This Agreement ("Agreement") shall govern the purchase of water services from the Contractor on behalf of households eligible for the Low-Income Household Water Assistance Program (LIHWAP). Federal funds awarded under this Agreement shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic, with the public health focus of ensuring that low-income households have access to drinking water and wastewater services. The funds will be used to cover and/or reduce arrearages, rates, and fees associated with reconnection or prevention of disconnection of service, and rate reduction to eligible households for such services. This Agreement is a contract between the County and Contractor for the provision of water bill payments to assist low-income households with water and wastewater reconnection and ongoing services.

The parties acknowledge that this Agreement and the services provided by the Contractor are governed by and subject to the federal and state laws and regulations and in accordance with the Low-Income Household Water Assistance Program.

### **II. Term of Agreement**

This Agreement shall be in effect from the date a completed, signed, and dated Agreement is received by the County and will remain in effect until September 30, 2023. The Agreement shall not bind, nor purport to bind, the County for any commitment in excess of the original Agreement period.

### **III. Modifications of Agreement**

Any and all modifications to this Agreement shall be in writing and agreed upon by both parties, and executed with the same formalities as are required for execution of this Agreement.

### **IV. Termination of Agreement**

This Agreement will terminate effective immediately upon determination by the County that the Contractor is in material breach of this Agreement and written notice of the same to the Contractor.

Either the County or the Contractor may terminate this Agreement with or without cause and without cost by giving the other party at least 60 calendar days written notice. Termination by either party shall not discharge any obligation owed by either party on behalf of the household that has been awarded the benefit.

## V. County Responsibilities

The County will:

- A. Provide outreach activities in an equitable manner to ensure notification of program is given to the potentially eligible households.
- B. Screen for low-income households—particularly those with the lowest incomes—that pay a high proportion of household income for drinking water and wastewater services.
- C. Based on established criteria, determine household eligibility for LIHWAP based on the Washington Grantee Plan.
- D. Accept referrals for LIHWAP benefits by the Contractor by email, phone or through an online application portal.
- E. Provide authorization for approval and services.
- F. Review invoice(s) submitted by the Contractor. The COUNTY may request additional documentation and/or clarification of charges as needed. County may not pay Contractor without all required and requested documentation/clarification of charges.
- G. Provide payment to the Contractor after receipt of proper invoices, and any additional required documentation or clarification, for services rendered pursuant to this Agreement, upon full compliance by the Contractor with the terms herein.
- H. Payment Set up: To be handled through fiscal department where a pay list and checks are sent for an individual or in a batch for households.
- I. Comply with all relevant state and federal laws and regulations in its implementation of the LIHWAP. The County shall provide notice of any changes or amendments to policies or guidelines for the LIHWAP. Such notice may be distributed by email.
- J. The County will collect and retain the following program data indicators from the households: BELOW ARE EXAMPLES OF THE MINIMUM DATA INDICATORS FROM THE TERMS AND CONDITIONS:
  1. Track the number and income levels of households assisted by this award;
  2. Collect the number of households that received such assistance and include one or more individuals who are 60 years or older, include a household member with a disability, or include young children (ages 5 and younger);

3. Gather administrative information regarding local providers (if applicable), agreements with water utilities, recommendations, accomplishments, unmet needs, and lessons learned; and
4. Plan and prioritize funds for households in communities throughout their jurisdiction with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds.

## VI. Contractor Responsibilities

The Contractor shall:

- A. Provide the COUNTY with the IRS W-9 form (Request for Taxpayer Identification Number and Certification) that shows the Employer Identification Number document or other proof of the Contractor's tax identification number.
- B. Provide the COUNTY with at least one designated contact person who shall be available to respond by telephone and electronic mail to all reasonable inquiries regarding LIHWAP household accounts, including but not limited to bills, payments, and services.
- C. Notify the COUNTY immediately when the tax identification number is changed. A new W-9 form will be completed and returned to the COUNTY.
- D. Notify the COUNTY within 10 days when the name of the company, ownership of the company, contact person, contact/billing information, services to be provided, or service coverage area changes.
- E. Notify the COUNTY if the business owner or other key employee is employed by the COUNTY well as if a member of his/her immediate family is employed by the COUNTY. ("Immediate family" means either a spouse or any other person who resides in the same household as the owner and who is a dependent of the owner.) [Applies to privately owned Water Companies]
- F. Not serve as the contractor for a household in which s/he is a current recipient of assistance from the LIHWAP. (For these purposes, current will be defined as during the present federal fiscal year.) [Applies to privately owned Water Companies]
- G. Not serve as the contractor for a dwelling/property that s/he owns. [Applies to privately owned Water Companies]

## VII. Financial Information/Billing

The Contractor shall:

- A. Provide water and/or wastewater services to each eligible and approved residential household for which payment is provided under LIHWAP.
- B. Charge LIHWAP households using the Contractor's normal billing process.
- C. Restore water services for eligible household upon payment by COUNTY.
- D. After receiving LIHWAP payment for restoration of water services, maintain services for at least 30 days.
- E. Charge all LIHWAP eligible households the same price charged for home drinking water and/or wastewater services billed to non-eligible households, as determined by the approved rate setting process.
- F. Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds.
- G. Not apply LIHWAP payments to commercial accounts. Contractor may only use LIHWAP payments for residential accounts.
- H. Not discriminate against a LIHWAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers.
- I. Post all payments to customer accounts within three to five business days of Contractor receipt of funds. Note: LIHWAP payments may be used to pay past due and/or outstanding balances for customers whose accounts are currently open/active, and the household is approved for LIHWAP assistance.
- J. Clearly enter, on LIHWAP households' bill, the amount of LIHWAP payment(s) received in a manner that identifies the LIHWAP payment as received from the COUNTY.
- K. Provide a statement to LIHWAP households clearly indicating the cost of home drinking water and/or wastewater services provided.
- L. Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. Credit balances must be refunded to the COUNTY, in compliance with LIHWAP Contractor Refund Policies, no later than 45 days following the end of the program year, September 30, 2023.
- M. Not exchange an eligible household's credit authorization for cash or give any cash equivalent to an eligible household for excess credit.
- N. Cooperate with any Federal, State, or local investigation, audit, or program review. The Contractor shall allow COUNTY representatives access to all books and records

relating to LIHWAP households for the purpose of compliance verification with this Agreement.

- O. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.
- P. Take corrective action in the timeframe specified by the COUNTY upon COUNTY notice. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the Contractor into compliance by the date specified by COUNTY. Failure to take corrective action may result in the termination of this Agreement and disqualification from participation in the LIHWAP program.

## **VIII. Data Collection**

The Contractor shall provide to the County: within a timeframe specified by the COUNTY and in the format requested by the COUNTY. The Contractor shall provide the data to the COUNTY (or an authorized agent for the COUNTY) for the purposes of verification, research, evaluation, analysis, and reporting, as authorized in an eligible household's signed LIHWAP application.

- A. The Contractor shall provide to the County, at no cost to the COUNTY or the household, the data requested below:
  - 1. Written information to the County on an applicant household's home drinking water and/or wastewater costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods even when it may be from a prior occupant household.
  - 2. The itemized amount, cost, and type of water assistance and services provided for households approved for assistance under this award.
  - 3. The type of water assistance used by household, i.e., drinking water, wastewater etc.
  - 4. The impact of each grantee's LIHWAP program on recipient and eligible households (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff).
  - 5. The Contractor shall also notify the County of any household situation that threatens life, health, or safety.

## **IX. Joint Duties**

The Contractor and the County agree to meet with designated staff either in person or virtually when a schedule is agreed-upon to review any recommendations, accomplishments, unmet needs, and lessons learned.

**X. General Conditions**

- A. **AUTHORITIES:** Nothing herein shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of services contained herein.
- B. **DISCRIMINATION:** The Contractor shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, sexual orientation, gender identity, or any other basis prohibited by federal or state law relating to discrimination.
- C. **CONFIDENTIALITY:** The Contractor and the COUNTY agree that any information and data obtained as to personal facts and circumstances related to households shall be collected and held confidential, during and following the term of this Agreement, and shall not be disclosed without the individual's and COUNTY's written consent and only in accordance with federal or state law. Water Company providers who utilize, access, or store personally identifiable information as part of the performance of this Agreement are required to safeguard this information and immediately notify the COUNTY of any breach or suspected breach in the security of such information. The Contractor shall allow the COUNTY to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.
- D. **SUBCONTRACTS:** The Contractor shall obtain permission from the COUNTY prior to subcontracting any portion of the work under this Agreement. The Contractor shall furnish the COUNTY the names, qualifications, and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Agreement.
- E. **FRAUD:** The Contractor will be permanently disqualified from participating in the LIHWAP upon the first finding of LIHWAP fraud. Fraud includes, but is not limited to, intentionally providing false information to the COUNTY or knowingly allowing others to do so; intentional failure to notify the COUNTY of a change in circumstances that affects payments received by the Contractor; intentionally accepting payments that the Contractor knows, or by reasonable diligence would know, the Contractor is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for a payment to which the Contractor is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment must be made unless contrary to a court order.



- F. NON-FRAUD OVERPAYMENTS: In the event that Contractor receives an overpayment that is not the result of intent to defraud, the Contractor shall be required to repay the full amount to the County.
- G. BINDING ON HEIRS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each party but does not otherwise create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- H. DUE AUTHORIZATION. The persons executing this Agreement on behalf of a party represent and warrant to the other party that he or she has been duly authorized by such party to so execute this Agreement.
- I. SEVERABILITY. If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid, the invalidity shall not affect other provisions of this Agreement, which shall be given effect without regard to the invalid provision or application.

FOR SNOHOMISH COUNTY:

FOR THE CONTRACTOR:

\_\_\_\_\_  
 Mary Jane Brell Vujovic, Director (Date)  
 Department of Human Services

\_\_\_\_\_  
 (Signature) (Date)

\_\_\_\_\_  
 (Title)

## LIHEAP Eligibility Guidelines

Below are basic eligibility guidelines. Remember, these are just guidelines. Actual LIHEAP eligibility must be determined by the LIHEAP provider in your community. To do so, you will need to schedule an energy assistance appointment with the agency that provides LIHEAP services in your area.

### Basic LIHEAP eligibility is outlined as follows:

1. Your household has not received a LIHEAP energy assistance grant during the current program year, October 1st thru September 30th.
2. Your household pays for residential home heating costs either directly to an energy vendor or indirectly through rent.
3. The household's average monthly income is at or below 150% of the federal poverty level (FPL). Below is a chart of the current income levels by household for the current program year.

*Note: There are various deductions and exclusions allowed for different types of income. Your household's actual income must be calculated by the LIHEAP provider in your area.*

Household Size	150% FPL Annual	150% FPL Monthly
1	\$19,320	\$1,610
2	\$26,130	\$2,178
3	\$32,940	\$2,745
4	\$39,750	\$3,313
5	\$46,560	\$3,880
6	\$53,370	\$4,448
7	\$60,180	\$5,015
8	\$66,990	\$5,583
9	\$73,800	\$6,150
10	\$80,610	\$6,718
11	\$87,420	\$7,285
12	\$94,230	\$7,853
13	\$101,040	\$8,420
14	\$107,850	\$8,988
15	\$114,660	\$9,555
16	\$121,470	\$10,123
17	\$128,280	\$10,690
18	\$135,090	\$11,258
19	\$141,900	\$11,825
20	\$148,710	\$12,393
21	\$155,520	\$12,960
22	\$162,330	\$13,528
23	\$169,140	\$14,095
24	\$175,950	\$14,663