



Staff Report

Meeting Date: February 28, 2022

Prepared By: Miranda Doll

Subject: Resolution 2022-L

Review Date: February 10, 2022

Summary: The Eatonville Town Council approved a vendor agreement with Pierce County Home Energy Assistance (LIHEAP) on January 11, 2021. At that time Pierce County did not have funding for water assistance and has since received funding and implemented a program to assist with water. The Town of Eatonville does not currently have a Vendor Agreement with Pierce County Human Services, Low Income Home Water Assistance Program (LIHWAP).

Without a vendor agreement for LIHWAP, when a Town of Eatonville utility customer applies for assistance, the payment will go directly to the customer and there is no guarantee the customer will bring the payment to the Town of Eatonville.

With a Vendor Agreement in place, payment can be made and submitted directly to the Town of Eatonville, ensuring that the full water assistance allotment is applied to the customer's utility bill.

Recommendation: The Public Utilities Committee and Staff recommend approval of Resolution 2022-L, Pierce County Human Services LIHWAP Multi-Vendor Agreement.

Attachments: Resolution 2022-L, Pierce County Human Services LIHWAP Vendor Agreement.

RESOLUTION 2022-L

**A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON,
AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
PIERCE COUNTY HUMAN SERVICES, LOW INCOME HOME
WATER ASSISTANCE PROGRAM**

WHEREAS, Pierce County Human Services, Low Income Home Water Assistance Program (hereinafter, referred to as “LIHWAP”) is funded by Public Law No: 116-260, signed on December 27, 2020; and

WHEREAS, the Town of Eatonville does not currently have a contract with Pierce County for LIHWAP; and

WHEREAS, without an agreement in place, LIHWAP provides the assistance directly to customers with Town of Eatonville water and there is no guarantee the assistance will be delivered to the Town of Eatonville; and

WHEREAS, the attached agreement defines the conditions that the Town of Eatonville must agree to so that Pierce County LIHWAP can make water assistance payments directly to the Town of Eatonville; now, therefore,

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON,
HEREBY RESOLVES AS FOLLOWS:**

THAT: The Mayor is authorized to execute on behalf of the Town the Vendor Agreement between the Town and Pierce County Human Services, Low Income Home Water Assistance Program as described in Attachment A.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 28th day of February 2022.

David Baublits, Mayor

ATTEST:

Miranda Doll, Town Clerk

Agreement No: SC-_____

**PIERCE COUNTY HUMAN SERVICES
LOW INCOME HOME WATER ASSISTANCE PROGRAM
(LIHWAP) VENDOR AGREEMENT**

This Agreement, effective as of October 1, 2021, is entered into by and between PIERCE COUNTY HUMAN SERVICES (hereinafter, referred to as the "County" or "Agency") and **Eatonville Water Department**, a supplier of home water and/or waste water, (hereinafter, referred to as the "Water Vendor" or "Vendor") of the Low-Income Home Water Assistance Program (LIHWAP).

1. PURPOSE

Public Law No: 116-260 signed on December 27, 2020, included funding with instructions for the Administration for Children and Families (ACF) within the U.S. Department of Health and Human Services (HHS) to carry out grants to assist low-income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services, by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of, and rates charged to, such households for such services. This act requires that certain assurances be satisfied before assistance payments are made, on behalf of eligible individuals, to suppliers of drinking water and wastewater. This agreement defines the conditions that the Vendor must agree to so that the Agency can make assistance payments to the Vendor on behalf of eligible households.

2. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

- a. "County" shall mean the Pierce County through its Department of Human Services;
- b. "Supplier of home water" shall mean the Water Vendor receiving LIHWAP payments from the County for eligible households; and
- c. "Eligible household" or "eligible customer" shall mean a customer who qualifies for water assistance as determined by the County under LIHWAP.

3. TERM OF THE AGREEMENT

This Agreement is effective October 1, 2021 and shall end on September 30, 2022.

4. COMPENSATION

The maximum consideration of this Agreement shall not exceed the maximum LIHWAP direct service funds allowed, per the Contract between the Washington State Department of Commerce and Pierce County Human Services. (See Section 5 below.)

5. PERIOD OF PAYMENT

The County will make payments to the Vendor on behalf of customers who have been determined eligible by the County for the term of the Agreement (LIHWAP payments). All payments are contingent upon appropriation and allocation of funds in accordance with federal, state, and local law.

6. COUNTY RESPONSIBILITIES

The County shall:

- a. Accept and review client applications and determine eligibility of households for payments.
- b. Follow procedures that minimize the time elapsing between the receipt of funds and their disbursement to vendor.
- c. Make payments in a timely manner to the vendor on behalf of eligible households for the term of this agreement.
- d. Follow sound fiscal management policies, including, but not limited to segregation of funds from other operating funds of the agency.
- e. Notify customer and/or vendor of the customer's eligibility and total benefit amount.
- f. Incorporate policies that assure the confidentiality of eligible household's usage, balance, and payments.
- g. Upon request from vendor, provide a statement verifying income of an eligible household for the sole purpose of determining moratorium eligibility, within the statutory guidelines of confidentiality.

7. CLIENT ELIGIBILITY REQUIREMENTS AND BENEFIT LIMITS

- a. Households must be at or below 150% of the Federal Poverty Level.

- b. Households must have water service disconnected and/or be facing legal action for nonpayment.
- c. The benefit level will depend on what is needed to reconnect service or bring the account to a zero-dollar balance, not to exceed \$2,500 per household. As illustrative, but not exclusive, examples:
 - i. If a household owes \$700, the County will pay \$700.
 - ii. If another household owes \$2,800, the County will pay \$2,500, and the utility provider and the household will enter into a payment arrangement for the \$300 balance.

8. WATER VENDOR RESPONSIBILITIES

The Water Vendor shall:

- a. Notify the County if the Vendor receives more than one water assistance payment for a customer between October 1, 2021, and September 30, 2022;
- b. Immediately apply the benefit to customer's current/past due bill, deposit/reconnect requirements, or arrearages to eliminate the amount owed by the customer and agree to maintain service to customer for a period of 30-days;
- c. Notify the customer of the amount of benefit payment applied to the customer's billing.
- d. Keep customer records confidential.
- e. Maintain records for four (4) years from the date of this agreement, or longer if the vendor is notified that a fiscal audit for a specific program year is unresolved.
- f. Not treat adversely, or discriminate against, any household that receives assistance payments; either in the cost of the goods supplied or the services provided.
- g. Upon request of the agency, provide eligible customer's consumption history and account balance for the sole purpose of determining customer benefit.

- h. Comply with the provisions of the state law regarding disconnects and pertinent provisions of the Washington Administrative Code related to moratoria, if governed by that ruling.
- i. Make records available for review by authorized staff of the agency and Washington State Department of Commerce and the U.S. Department of Health and Human Services.

9. DATA COLLECTION

The Water Vendor shall keep records showing the following:

- a. Name and address of households who received LIHWAP payments;
- b. Amount of assistance accrued to each household;
- c. Source of payment; and
- d. Amount of the household's credit balance when the LIHWAP payment establishes a line of credit. This credit balance also needs to show on all customer billing documents.

10. INSURANCE REQUIREMENTS

The Vendor shall, at the Vendor's own expense, maintain, with an insurance carrier licensed or eligible under RCW Chapter 48.15 to do business in the State of Washington, with minimum coverage as outlined below, commercial automobile liability insurance, and commercial general liability insurance:

Commercial General Liability

Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000.00 each occurrence OR combined single limit coverage of \$2,000,000.00, with no greater than a \$1,000.00 deductible.

Employee Dishonesty Coverage

The Vendor shall obtain, at Vendor's expense, and maintain through the life of this Agreement, Employee Dishonesty coverage in the minimum amount of \$100,000. The insurance shall be conditioned upon the Vendor faithfully accounting for all funds received by the Vendor under this Agreement, including subsequent amendments, and further assuring that such funds are used solely for the purposes of this Agreement. The County shall request in

writing any increases in the amount of insurance coverage and the Vendor shall comply within fifteen (15) calendar days of receipt of the written notice.

Pierce County shall be named as an additional insured on all required policies, and such insurance carried by the Vendor shall be primary over any insurance carried by Pierce County. The Vendor shall provide a certificate of insurance to be approved by the County Risk Manager prior to contract execution, which shall be attached to the contract.

Pierce County shall have no obligation to report occurrences unless a claim is filed with the Pierce County Auditor; nor shall Pierce County have an obligation to pay premiums.

In the event of nonrenewal or cancellation of, or material change in the coverage required, thirty (30) days written notice will be furnished by the County prior to the date of cancellation, change or nonrenewal, and such notice is to be sent to Pierce County Human Services, 3602 Pacific Avenue, Suite 200, Tacoma, WA 98418.

11. INDEMNIFICATION, BIND AND CONVEY

- a. The Vendor and its officers, agents, employees, subcontractors and/or consultants agree to defend, Indemnify, and save harmless Pierce County and Washington State Department of Commerce (DOC) and their appointed and elective officers and employees, from and against all loss or expense including, but not limited to, judgments, settlements, attorney's fees, and costs by reason of any and all claims and demands upon the County and DOC, and their elected or appointed officials or employees, for damages because of personal or bodily injury, including death, at any time resulting there from, sustained by any person or persons, or on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Vendor, its officers, agents, employees, subcontractors, and/or consultants, successor or assigns, or the County and DOC, or their appointed or elected officers, employees or agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or DOC, or their appointed or elected officials or employees. The Vendor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the County or DOC, or their agents, agencies, employees, and officers, except as provided below.

- b. The following paragraph applies to all work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, or to a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract:
 - i. If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraph is caused by or results from the concurrent negligence of the County or DOC the County's or DOC's agents or employees, and the Vendor or its officers, agents, or employees, the indemnity provisions provided for in this Agreement shall be valid and enforceable only to the extent of the Vendor's negligence.
- c. The Vendor agrees that the obligation "to indemnify, defend, and hold the County and DOC harmless as provided above extends to any claim brought on behalf of any employee of the Vendor and its subcontractors or consultants." The Vendor specifically and expressly waives any immunity under Insurance Title 51, RCW, and acknowledges that this waiver was mutually negotiated and agreed to by the parties herein.
- d. The Vendor agrees to be bound by the General Terms and Conditions of the Washington State Department of Commerce Low-Income Home Water Assistance Program (LIHWAP) contract, which is available upon request.

12. INDEPENDENT CONTRACTORS

In the performance of this Agreement the Water Vendor, its agents and employees, is acting as an independent contractor and not as an agent or employee of the County, Department of Commerce, the State of Washington, or the United States Government.

13. DEBARMENT

The Water Vendor shall assure that its officers, agents, subcontractors, and consultants shall not fund, contract with, or engage the services of any consultant, subcontractor, supplier, or other party who is debarred, suspended, or otherwise ineligible to receive funds.

The Water Vendor certifies that the Water Vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Agreement by any federal department or agency. If requested by the County, the Water Vendor shall complete a Certification Debarment, Suspension, Ineligibility, and Voluntary Exclusion form.

14. TERMINATION

This agreement may be terminated by either party with a thirty (30) day written notice to the other party. Termination shall not extinguish authorized obligations incurred during the term of the agreement. If funding is withdrawn, reduced, or eliminated by Commerce, the agency has the right to terminate this agreement immediately.

15. ASSIGNMENT OF AGREEMENT

Neither party may assign the agreement or any of the rights, benefits and remedies conferred upon it by this agreement to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

16. REGULATIONS AND REQUIREMENTS

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in this Agreement.

17. VENUE AND CHOICE OF LAW

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

18. DISPUTES

Differences between the Vendor and the County, arising under and by virtue of the Agreement shall be brought to the attention of the County Director at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken.

19. ENTIRE AGREEMENT

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the days indicated below:

AGENCY:	PIERCE COUNTY:
Signature of Corporate Officer _____ Date _____	Reviewed By: _____
Print Signer's Name and Title _____	Deputy Prosecuting Attorney (<i>As to form Only</i>) _____ Date _____
Eatonville Water Department	
Agency Name _____	
PO Box 309	Finance _____ Date _____
Eatonville, WA 98328	
Mailing Address _____	Approved By: _____
Contact Name: Miranda Doll	
Contact Phone Number: 2538323361	Heather Moss _____ Date _____
	Director, Human Services
DUNS No.: _____	
UBI No.: 272000002	
	County Executive (<i>\$250,000 or more</i>) _____ Date _____