

**MODIFICATION OF INTERLOCAL CONTRACT  
BETWEEN CLARK COUNTY  
AND**

**CLARK PUBLIC UTILITIES**  
PO Box 8900  
Vancouver, Washington 98668  
(360) 992-3000

THE INTERLOCAL CONTRACT between Clark County, hereinafter referred to as the "County," and Clark Public Utilities, hereinafter referred to as "Clark", is hereby MODIFIED as follows:

**W I T N E S S E I H:**

WHEREAS, the County was awarded a grant and the accompanying administration responsibilities by the State of Washington, Department of Commerce to achieve the goals and objectives of the Low Income Home Energy Act, and

WHEREAS, the parties entered into an Interlocal Contract for the period of October 1, 2011 through September 30, 2012 for Clark to operate the Low Income Home Energy Assistance (LIHEAP) Program which provides energy assistance to eligible Clark County households, in accordance with the program's goals and objectives, and

WHEREAS, the County has budgeted for these services through Fund #1936;

NOW, THEREFORE, in consideration of payments, covenants, and agreements, hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and agree as follows:

**I. MODIFICATIONS:**

- A. The total budget authority is increased by \$40,500, from \$2,430,643 to \$2,471,143.
- B. The funds are added to the Direct Services line item on the Budget Summary, increasing the total from \$1,995,387 to \$2,035,887.
- C. The line item budgets in the Administration, Other Direct Services, and Conservation Education categories are adjusted to reflect actual expenditures to date and are shown in bold on the Budget Summary.
- D. These modifications do not alter nor nullify any of the remaining provisions of the original Interlocal Contract.

II. REASONS FOR MODIFICATIONS:

The County is transferring funds now in order to give Clark time to spend them before the end of the contract on 9/30/12. Clark will provide home heating assistance to additional low income clients.

III. ENTIRE CONTRACT

This modification incorporates the original Interlocal Contract and previous modification by reference. The parties agree that the original Interlocal Contract, the previous modification and this modification are the complete expressions of the terms hereto and any oral representations or understanding not incorporated herein are excluded. Further, any modification of this Interlocal Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. The parties recognize that time is of the essence in the performance of the provisions of this modified Interlocal Contract.

It is also agreed by the parties that the forgiveness of the non-compliance of any provision of this modified Interlocal Contract does not constitute a waiver of the provisions of the Interlocal Contract.

IN WITNESS WHEREOF, the parties hereto have caused this modification of the Interlocal Contract to be executed by the dates and signatures hereunder affixed.

FOR CLARK COUNTY:

FOR CLARK PUBLIC UTILITIES:

  
\_\_\_\_\_  
Bill Barron, County Administrator

  
\_\_\_\_\_  
Wayne Nelson, General Manager

7/16/12  
\_\_\_\_\_  
Date

7-12-12  
\_\_\_\_\_  
Date

APPROVAL AS TO FORM ONLY:

APPROVAL AS TO FORM ONLY:

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

  
\_\_\_\_\_  
Attorney for Clark Public Utilities

**BUDGET SUMMARY**  
**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)**  
**Clark Public Utilities**

<b>Category</b>	<b>Total</b>
<b>ADMINISTRATION:</b>	
<b>Salaries &amp; Benefits</b>	<b>48,060</b>
<b>Office Supplies</b>	<b>354</b>
<b>Travel</b>	<b>1,557</b>
<b>Audit</b>	<b>2,258</b>
<b>Intake (related portion of staff time costs)</b>	<b>38,763</b>
<b>Appointment Line Administration</b>	<b>11,591</b>
<b>TOTAL ADMINISTRATION:</b>	<b>102,583</b>
<b>OTHER DIRECT SERVICES:</b>	
<b>Salaries &amp; Benefits</b>	<b>144,215</b>
<b>Office Space</b>	<b>5,268</b>
<b>Telephone/Postage</b>	<b>19,606</b>
<b>Other (Interpreters)</b>	<b>14,864</b>
<b>TOTAL OTHER DIRECT SERVICES:</b>	<b>183,953</b>
<b>CONSERVATION EDUCATION:</b>	
<b>Salaries &amp; Benefits</b>	<b>50,396</b>
<b>Printed Materials &amp; Supplies</b>	<b>0</b>
<b>TOTAL CONSERVATION EDUCATION:</b>	<b>50,396</b>
<b>DIRECT SERVICES:</b>	
<b>TOTAL DIRECT SERVICES:</b>	<b>2,134,211</b>
<b>TOTAL CONTRACT BUDGET:</b>	<b>2,471,143</b>

## STATEMENT OF WORK

### LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)

CPU shall administer and deliver energy assistance in accordance with the Low-Income Home Energy Act of 1981, the LIHEAP policies and procedures, and applicable federal and state statutes and regulations. The County agrees to assist CPU in the implementation of policies and procedures related to the provision of LIHEAP services.

Energy assistance services include but are not limited to:

- Direct Services: Screen all people seeking assistance for their energy needs, including electric, gas, oil, wood, propane, etc. Direct services include all payments made to, or on behalf of, eligible low-income households up to the maximum benefit determined.
- Work with people to identify their best payment/funding options.
- Assist in coordinating benefits for the household.
- Determine client eligibility and benefits for LIHEAP.
- Refer households to DCS Weatherization Assistance and Housing Preservation programs.
- Refer people to other agencies when appropriate.
- Ongoing outreach to the public regarding the LIHEAP program.
- Conservation Education: Activities which encourage and enable households to reduce their home energy needs and thus the need for energy assistance; distribution and tracking of education kits.
- Activities directly related to benefits: Determination assistance, outreach, information resource and referral, case management, and crisis services necessary to serve eligible households.

#### A. CPU AGREES TO:

1. Provide staff support for the LIHEAP program, as specified in the Budget Summary.

CPU will hire an Energy Assistance Internship Aide on a temporary, seasonal, hourly, part-time basis. The job includes providing intake services, scheduling appointments and maintaining client files for applicants, preparing file materials, requesting usage data from NW Natural, assisting in maintaining appointment outcome records and setting a weekly appointment schedule for intake availability and IVR, participate in trainings and perform related duties as requested by supervisor. Pay rate is \$9.00 per hour.

2. Contract for automated scheduling and provide intake services to determine client eligibility and benefit determination for the LIHEAP program. Telephone answering services shall be available 24 hours per day, seven days per week, and client intake services shall be available between 8:00 a.m. and 5:00 p.m., Monday through Friday. Additional client intake hours will be made available as needed to accommodate individual circumstances.

3. Submit program staff timesheets each month, as requested by the County program manager.
4. Non-Electric Energy Assistance:
  - a. Provide LIHEAP assistance to all qualified applicants, regardless of the applicants' heat source.
  - b. Enter into contracts with vendors who supply non-electric types of home heating energy, using the Low Income Home Energy Assistance Vendor Agreement. Any modifications to the Vendor Agreement shall be submitted to the County for review prior to use by CPU.
  - c. As part of the applicant's eligibility determination, CPU shall communicate with other energy vendors and LIHEAP funds shall be paid to the household's primary heating vendor directly, or to the household as a last resort. The reason for a payment to a household shall be documented in the client file.
5. Outreach:
  - a. Provide households in its service area with information about the Energy Assistance Program, and shall provide to the County a copy of its outreach plan. The plan shall be written in accordance with the requirements of the LIHEAP Policies and Procedures, and shall include provisions to focus outreach to the priority groups described in Policy 4.2.0, Informing Population About Program Availability.
  - b. Provide information regarding other energy assistance programs to applicants in order to maximize the applicants' opportunities for assistance.
  - c. Offer services at geographically accessible sites around Clark County.
6. CPU shall screen callers and office drop-ins for possible referral to Clark County's Weatherization Assistance, Housing Preservation and/or Heat System Repairs or Replacement programs.
7. Volunteers: CPU shall make a reasonable effort to secure the services of volunteers and other training or work program participants to supplement staff working under this Contract, especially regarding assistance with outreach to limited-English speaking populations and regarding transportation assistance for elderly and/or disabled customers. CPU's volunteer efforts shall be coordinated with the County.
8. CPU shall follow Policy 4.8.0, Fair Hearings – The Opportunity to Appeal, to resolve a client grievance or complaint. The County reserves the right to review and approve the CPU's grievance and complaint procedures.

9. Reporting: CPU shall provide program statistical information to the County, as requested by the County for reporting requirements and program information related to services purchased by funds awarded under this Contract.
10. CPU shall follow the data management requirements in Policy 4.6.0, Submitting Household Information Forms (HIF) to Commerce.

**B. COUNTY AGREES TO:**

1. For the duration of this Contract, the County will provide training and technical assistance to CPU staff that perform or supervise the activities detailed in the Contract.
2. The County will conduct client file monitoring, desk reviews, and on-site visits to CPU during the period of this Contract to ensure quality of service and Contract compliance.
3. The County will pay CPU for administrative and program support for the LIHEAP Program per the Budget Summary.
4. The County will monitor CPU expenditures monthly to assure the spending is in compliance with the LIHEAP projections in the County's contract with the State of Washington.