

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, by and through its Department of Community Services, hereinafter referred to as the "County," and Clark Public Utilities, hereinafter referred to as "Clark", is hereby MODIFIED as follows:

WITNESSETH:

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, 2013 through September 30, 2014 for Clark to operate the Low Income Home Energy Assistance (LIHEAP) Program which provides home 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 \$758,939, from \$1,664,842 to \$2,423,781.
- B. Administration is increased \$39,828 from \$86,250 to \$126,078, Other Direct Services is increased \$67,390 from \$146,060 to \$213,450, Conservation Education is increased \$38,509 from \$82,867 to \$121,376 and Direct Services is increased \$613,212 from \$1,349,665 to \$1,962,877.
- C. The contract period of performance is extended from September 30, 2014 to March 31, 2015 and the Contract period is extended from October 31, 2014 to April 30, 2015.
- D. These modifications do not alter nor nullify any of the remaining provisions of the original Interlocal Contract.

II. REASONS FOR MODIFICATIONS

Washington State Department of Commerce provided Clark County with additional LIHEAP funds through contract Amendment A and B.

Clack Public Utilities requested the contract period of performance and contract period mirror the state contract dates.

III. ENTIRE CONTRACT

This modification incorporates the original Interlocal Contract and previous modifications 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:



Mark McCauley, County Administrator



Wayne Nelson, General Manager

4/10/14

Date

4-7-14

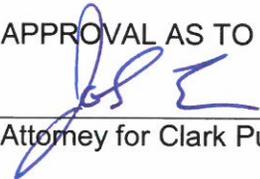
Date

APPROVAL AS TO FORM ONLY:

APPROVAL AS TO FORM ONLY:



Deputy Prosecuting Attorney



Attorney for Clark Public Utilities

**INTERLOCAL CONTRACT FOR SERVICES
between**

CLARK COUNTY, Department of Community Services,
PO Box 5000, Vancouver, Washington 98666-5000; (360) 397-2130

AND

CLARK PUBLIC UTILITIES, a municipal corporation,
PO Box 8900, Vancouver, Washington 98668; (360) 992-3000

Program/Services Being Funded: **Low Income Home Energy Assistance Program (LIHEAP)**

Period of Performance: October 1, 2013 through **March 31, 2015**

Contract Period: October 1, 2013 through **April 30, 2015**

Budget Authority: **\$2,423,781**

Funding Source: LIHEAP (Federal Funds - CFDA #93.568)

CPU Program Contact	CPU Fiscal Contact	County Program Contact	County Fiscal Contact
Gretchen Alexander (360) 992-3583 GAlexander@clarkpud.com	Melissa Ankeny (360) 992-3495 MAnkeny@clarkpud.com	Kate Budd (360) 397-2075 ext 7832 kate.budd@clark.wa.gov	John Jokela (360) 397-2075 ext 7883 John.jokela@clark.wa.gov

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

Category	Total
ADMINISTRATION:	
Salaries & Benefits	46,893
Office Supplies	2,351
Travel	1,567
Audit	6,720
Intake (related portion of staff time costs)	60,647
Appointment Line Administration	7,900
TOTAL ADMINISTRATION:	126,078
OTHER DIRECT SERVICES:	
Salaries & Benefits	165,674
Office Space	1,075
Telephone/Postage	13,800
Equipment	19,530
Translation	13,371
TOTAL OTHER DIRECT SERVICES:	213,450
CONSERVATION EDUCATION:	
Salaries & Benefits	113,376
Printed Materials & Supplies	8,000
TOTAL CONSERVATION EDUCATION:	121,376
DIRECT SERVICES:	
TOTAL DIRECT SERVICES:	1,962,877
TOTAL CONTRACT BUDGET:	\$2,423,781

This budget may be subject to a federally imposed spending limit until full funding is authorized by the Department of Commerce.

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.
- Determine client eligibility and benefits for LIHEAP.
- Work with people to identify their best payment/funding options.
- Assist in coordinating benefits for the household.
- Refer households to the County's Weatherization Assistance and Housing Preservation programs.
- Refer people to other agencies when appropriate.
- Ongoing outreach to the public regarding the LIHEAP program.
- Energy 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.
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 quarterly, as requested by the County program manager.
4. Spending Targets:

Every three months, the County will review CPU's level of planned performance compared to the actual performance. There are six target periods, listed as follows:

- Target Period 1: October 1st – December 31st (Year 1)
- Target Period 2: January 1st – March 31st (Year 1)

- Target Period 3: April 1st – June 30th (Year 1)
- Target Period 4: July 1st – September 30th (Year 1)
- Target Period 5: October 1st – December 31st (Year 2)
- Target Period 6: January 1st – March 31st (Year 2)

Actual performance will be based on the following requirements:

- By the end of target period 2, CPU must achieve eighty percent (80%) of its spending target projections.
- By the end of target period 3, CPU must achieve eighty five percent (85%) of its spending target projections.
- By the end of target period 5, CPU must achieve ninety percent (90%) of its spending target projections.

5. 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.

6. Energy Conservation Education:

CPU will provide conservation education for program participants as defined in the LIHEAP Policies and Procedures. A participant conservation education plan will be included in the LIHEAP Application Packet.

7. Outreach:

- a. CPU will provide the County with a copy of its outreach plan to target populations, and provide households in its service area with information about the Energy Assistance Program. 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.
8. 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.
9. 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.
10. 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.
11. CPU shall follow the data management requirements in Policy 4.6.0, Submitting Household Information Forms (HIF) Data 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 Contract period to ensure quality of service and compliance. Ten percent of client files will be reviewed each month to check client eligibility and for complete, accurate file documentation. If any problems are discovered, the County will work with CPU to correct the issue(s).
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.