



**LAKE STEVENS
SEWER DISTRICT**
Serving You Since 1957

1106 Vernon Road, Suite A
Lake Stevens, WA 98258
(425) 334-8588 Fax (425) 335-5947
Website: www.lkstevenssewer.org

Mission Statement: Meeting the challenge of protecting the environment and providing quality sewer service to the community.

**AGENDA
COMMISSIONER MEETING
NOVEMBER 21, 2023 at 9:00 AM**

IN PERSON /VIRTUAL MEETING:

Please join our meeting at 1106 Vernon Rd, James B Mitchell Conference Room or join virtually via **Go To Meeting:** (You will be asked to identify yourself for our sign in sheet)

<https://global.gotomeeting.com/join/646704685>

You can dial in using your phone:

United States (Toll Free): [1 877 309 2073](tel:18773092073)

United States: [+1 \(312\) 757-3129](tel:+13127573129)

Access Code: 646-704-685

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PUBLIC FORUM – Non-action Items** (please limit comments to 3 minutes)
- 4. AGENDA APPROVAL**
- 5. CONSENT ITEMS** (The Commissioners have previously reviewed these in detail):

	AMOUNT	CHECK #'s
A. Minutes: Nov 9th		
B. Lien Placements (0)	NA	
Lien Releases (0)	NA	
Lien Foreclosure Lawsuit (0)	NA	
C. Investments	\$315,851.92	
Withdrawals	\$39,156.19	
Transfers	\$7,235.60	
D. Payroll	NA	
E. 40 – Maintenance	\$33,045.72	EFT 177
	\$110,738.00	11466 - 11495
F. 48 – SRF Principle & Interest Payment	NA	
G. 58 – Capital Expenditures	\$39,156.19	11496 - 11499
H. 60 – PWTF Principle & Interest Payment	NA	
I. Housekeeping -	NA	
J. Job descriptions (2)	NA	

6. OLD BUSINESS

- A. Board Authorization for GM to Execute Shoreline Const Co Contract –
- B. Board Authorization for acceptance of bond in lieu of retainage for Shoreline Construction Co

7. NEW BUSINESS

- A. Resolution 1056 – Revising a Portion of District's Admin Code Updating Sewer Billing Procedures -
- B. Board Authorization for GM to Execute the Snohomish County Human Services Department Water and Wastewater Contractor Agreement (LIHWAP) -

8. MANAGERS' REPORTS

- A. General Manager
- B. Assistant General Manager

- 9. CITY REPORT
- 10. COMMISSIONERS' REPORT
- 11. EXECUTIVE SESSION
- 12. CONCLUDE

NOTICE: All proceedings of this meeting are audio recorded, except Executive Sessions

****PLEASE NOTE:** The Lake Stevens Sewer District will accept verbal citizen comments during the regular meetings in-person or virtually. Citizen comments submitted prior to the meeting to management@lkssd.org will be addressed during the public comment period.



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**MINUTES OF
COMMISSIONER MEETING
NOVEMBER 9, 2023, at 9:00 AM**

Attendees: Commissioners Kevin Kosche, Dan Lorentzen and Andrea Wright, District Staff: Mariah Low and Melonie Grieser, District Engineer: Keith Stewart, G&O, Legal Counsel: Jordan Stephens, City of Lake Stevens: Gene Brazel, City Administrator

- 1. CALL TO ORDER** – At 9:00 AM Commissioner Kosche called the meeting to order.
- 2. PUBLIC FORUM** – Non-action Items (please limit comments to 3 minutes) Commissioner Kosche asked if there were any public comments or questions submitted. None received and no one in attendance.
- 3. AGENDA APPROVAL** – Commissioner Lorentzen moved to approve the agenda as submitted. Commissioner Wright seconded the Motion. The Motion passed.
- 4. CONSENT ITEMS** (The Commissioners have previously reviewed these in detail) – Commissioner Lorentzen moved to approve Consent Items A through I. Commissioner Wright seconded the Motion. The Motion passed.

	AMOUNT	CHECK #'s
A. Minutes: Oct 26 th & Nov 1st		
B. Lien Placements (49)	NA	
Lien Releases (48)	NA	
Lien Foreclosure Lawsuit (0)	NA	
C. Investments	\$373,500.00	
Withdrawals	\$1,465,247.26	
Transfers	NA	
D. Payroll	\$261,319.92	
E. 40 – Maintenance	\$111,381.69	11425-11464
F. 48 – SRF Principle & Interest Payment	\$1,465,247.26	11465
G. 58 – Capital Expenditures	NA	
H. 60 – PWTF Principle & Interest Payment	NA	
I. Housekeeping –	NA	

5. OLD BUSINESS –

- A. Approval for Sybis Lift Station Lock Replacement Project, \$64,205.01 – Mariah Low stated that this project was introduced earlier in 2023 and will replace all lift station locks and padlocks. The new electronic system will provide the District with tracking entrances and exits, extra security, and the ability to provide temporary access to vendors. Mariah Low also asked for some contingency for change orders. Commissioner Lorentzen made a Motion to approve the contract

for \$65,000 including contingencies. Commissioner Wright seconded the Motion. The Motion passed.

6. NEW BUSINESS –

- A. 228 North Davies Rd DEA – Mariah Low stated that this DEA is not ready for approval and will be added to a future agenda.

7. MANAGERS' REPORTS

- A. General Manager – Mariah Low stated that Caring by Sharing has a total of \$357.24 which will help three families. The plant flows are 3.085 MGD. The District has collected 69.07 GFCs year to date and 135 permits have been issued.
- B. Assistant General Manager – not in attendance.

- 8. **CITY REPORT** – Gene Brazel stated that the Fire Dept Bond passed on the November 8th election. The Bond will help with developing the vacant lot near Main St and Grade Rd, creating a regional stormwater facility, and upgrading a fire station. The City had the ribbon cutting for the upgraded Sunset Beach Park. There has been quite a bit of looting at the old Treatment Plant and the City has been working with the Snohomish County Sheriff's Office. A trespasser has been arrested. Winterfest will be held on Dec 2nd from 4pm to 7pm at the Mill.

- 9. **COMMISSIONERS' REPORT** – Commissioner Lorentzen stated that he enjoyed Harvest Fest downtown Lake Stevens. Commissioner Wright thanked everyone that voted in the recent election and would love to see the community more involved in creating a larger voter turnout. Commissioner Wright also praised the Harvest Fest event. Commissioner Kosche also praised the new downtown area and the additional walking trails.

- 10. **EXECUTIVE SESSION** – Jordan Stephens stated the Commission will now recess into Executive Session at 9:13 AM and excused the General Public; it is estimated the executive session will last until 9:40 AM. The purpose of the Executive Session, under RCW 42.30.110(1)(i), is to discuss pending litigation, and under RCW 42.30.110.(1)(g) to review the performance of an employee. At the conclusion of the Executive Session, there will not be action taken by the Board of Commissioners and no announcement will be made. Commissioner Kosche closed the executive session at 9:40 AM.

- 11. **CONCLUDE** – Commissioner Lorentzen made a Motion to adjourn the Board Meeting. Commissioner Wright seconded the Motion. The Motion passed at 9:40 AM.

Signed at a regular open public meeting this November 21st day of 2023.

Dan Lorentzen, Commissioner

Andrea Wright, Secretary and Commissioner

Kevin Kosche, President and Commissioner

KNOW ALL MEN BY THESE PRESENTS, that Shoreline Construction Co., as Principal
authorized to do business in the State of Washington and Western Surety Company

as Surety, a corporation organized and existing under the laws of the State of South Dakota

and authorized to transact business in the State of Washington as Surety, are jointly and severally held and bound unto
Lake Stevens Sewer District as Obligee in the penal sum of
Twenty-one Thousand Four Hundred Sixty-eight and 00/100

Dollars (\$21,468.00), which is 5% of the Principal's bid.

WHEREAS, on the _____ day of _____, 20____, the said
Principal, herein, executed a contract with the Obligee, for

22nd PL NE Gravity Sewer Project

WHEREAS, said contract and RCW 60.28 require the Obligee to withhold from the Principal the sum
of 5% from monies earned on estimates during the progress of the construction, hereinafter referred to as earned retained fund

AND NOW WHEREAS, Principal has requested that the Obligee not retain any earned retained funds as allowed under
RCW 60.28.

NOW, THEREFORE, the condition of this obligation is such that the Principal and Surety are held and bound unto the
beneficiaries of the trust fund created by RCW 60.28 in the penal sum of 5% of the final contract cost which shall include any
increases due to change orders, increases in quantities of work or the addition of any new item of work. If the Principal shall
use the earned retained funds, which will not be retained, for the trust fund purposes of RCW 60.28, then this obligation shall be
null and void; otherwise, it shall remain in full force and effect. This bond and any proceeds therefrom shall be made subject to
all claims and liens and in the same manner and priority as set forth for retained percentages in RCW 60.28.

PROVIDED HOWEVER, that:

1. The liability of the Surety under this bond shall not exceed 5% of the total amount earned by the Principal if no monies
are retained by the Obligee on estimates during the progress of construction.
2. Any suit under this bond must be instituted within the time period provided by applicable law.

WITNESS our hands this 24th day of October, 2023.

Shoreline Construction Co.

By: _____

Principal

Western Surety Company

Surety

Attorney-in-Fact

Alyssa J Lopez

Propel Insurance

Name and Address of Local Agent

601 Union Street, Suite 3400, Seattle, WA 98101



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Michael S Mansfield, Sara Sophie Sellin, Donald Percell Shanklin Jr, Misti Marie Brill, Tamara A Ringeisen, Kari Michelle Motley, Bryan Richard Ludwick, Amber Lynn Reese, Individually of Portland, OR
Cynthia L Jay, Eric A Zimmerman, James B Binder, Aliceon A Keltner, Brandon K Bush, Jacob T Haddock, Katharine J Snider, Justin Dean Price, Alyssa J Lopez, Individually of Seattle, WA
Jamie L Marques, Carley Espiritu, Christopher Kinyon, Brent E Heilesen, Annelies M Richie, Kyle Joseph Howat, Kristine A Lawrence, Holli Albers, Amelia G Burrill, Lindsey Elaine Jorgensen, Julie R Truitt, Sarah Whitaker, Individually of Tacoma, WA
Lois F Weathers, Individually, of Medford, OR**

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of August, 2023.



WESTERN SURETY COMPANY


Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 28th day of August, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026




M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of October, 2023.



WESTERN SURETY COMPANY


L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

SECTION 00500 AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____, by and between the Lake Stevens Sewer District herein called the Owner and Shoreline Construction Co., hereinafter called the Contractor.

ARTICLE I, SCOPE OF WORK. The Contractor shall perform, within the time stipulated, the Contract as herein defined, of which this agreement is a component part, and everything required to be performed and shall provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the construction work covered by the contract in connection with the Owner's 22nd PL NE Gravity Sewer Project in strict conformity with the plans and specifications, including any and all Addenda issued by the Owner, with the other contract documents hereinafter enumerated. It is agreed that said labor, materials, tools, equipment, and services shall be furnished and the contract performed and completed subject to the approval of the Owner or its authorized representative.

ARTICLE II. LUMP SUM PRICES. The Owner shall pay the Contractor as full consideration for the performance of the contract, an amount equal to the Lump Sum amounts as set forth in the bid.

ARTICLE III. UNIT PRICES. The Owner shall pay to the Contractor as full consideration for the performance of the contract, an amount computed upon the basis of the quantity of work actually performed at the unit prices as set forth in the bid.

It is understood that the quantities stated are approximate only and are subject to either increase or decrease, and should be quantities of any of the items of work be increased, the Contractor shall perform the additional work at the unit prices set forth in the bid and should the quantities be decreased, payment will be made on actual quantities installed at the unit prices set forth in the bid and the Contractor will make no claim for anticipated profits for any increase or decrease in the quantities. Actual quantities will be determined upon completion of the work.

ARTICLE IV. COMPONENT PARTS OF THIS CONTRACT. The Contract entered into by the acceptance of the Contractor's bid and the signing of this agreement consists of the following documents all which are component parts of said Contract and as fully a part thereof as if herein set out in full, and if not attached, as if hereto attached.

1. This Agreement
2. Change Orders
3. Addenda No. ____ (none) _____
4. Specifications (Division 1 through 16 of Project Manual)
5. Contract Drawings
6. Information Available to Bidders
7. Supplementary Conditions
8. General Conditions
9. Standard Specifications Incorporated by Reference
10. Instruction to Bidders
11. Advertisement for Bids
12. Bid Form
13. Performance and Payment Bond
14. Notice of Award
15. Notice to Proceed

In the event of any conflict or inconsistency between any of the foregoing documents, the conflict or inconsistency shall be resolved upon the basis of the numerical order. The document or documents assigned the small number or numbers being controlling over any document having a larger number in the numerical order set forth above. Provided, however,

although the supplemental conditions incorporates standard specifications by reference, in case of conflict or inconsistency, these standard specifications have a numerical order as shown above.

IN WITNESS WHEREOF, four (4) identical counterparts of this Agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this day and year first above written.

Lake Stevens Sewer District
OWNER

Corporate Seal:

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

Shoreline Construction Co.
CONTRACTOR

Corporate Seal:

By:  _____

Title: President

WITNESS, if individual or partnership

ATTEST (if corporation)

By:  _____

Title: Sec. _____

*** END OF SECTION ***

RESOLUTION NO. 1056

A RESOLUTION OF THE BOARD OF SEWER COMMISSIONERS OF LAKE STEVENS SEWER DISTRICT, SNOHOMISH COUNTY, WASHINGTON, REVISING A PORTION OF THE DISTRICT'S ADMINISTRATIVE CODE TO UPDATE THE PROCEDURE FOR SEWER BILLING

WHEREAS, the Lake Stevens Sewer District operates a sewerage system in the vicinity of Lake Stevens, Snohomish County, Washington; and

WHEREAS, RCW 57.12.010 directs that the Board of Commissioners shall, by resolution, adopt rules governing the transaction of District business; and

WHEREAS, the Board of Commissioners has determined that it is appropriate to update the date by which sewer charges shall be mailed and to delay monthly billing for facilities constructed after issuance of a sewer permit and that such intent shall be codified in the District's Administrative Code as contained in the attached Exhibit A.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF SEWER COMMISSIONERS OF LAKE STEVENS SEWER DISTRICT, SNOHOMISH COUNTY, WASHINGTON AS FOLLOWS:

1. Amendments to Code Sections Adopted. The District's Administrative Code is hereby revised as set forth in the attached Exhibit A, which is hereby incorporated by reference.

2. Severability. If any provision of this Resolution is held invalid, the remainder of the Resolution is not affected.

3. Repealer. Any prior resolutions, or portions thereof, that are inconsistent with this Resolution are hereby repealed, including but not limited to any portion of

Resolution 876 that is inconsistent with this Resolution.

4. Effective Date. This Resolution shall take effect on November 22, 2023.

ADOPTED by the Board of Sewer Commissioners, Lake Stevens Sewer District, Snohomish County, Washington, at a special open public meeting held on the 21st day of November 2023, the following Commissioners being present and voting.

LAKE STEVENS SEWER DISTRICT:

Dan Lorentzen, Commissioner

Andrea Wright, Secretary & Commissioner

Kevin Kosche, President & Commissioner

EXHIBIT A TO RESOLUTION 1056

AMENDMENT TO LAKE STEVENS SEWER DISTRICT CODE

Section 9.10.060 of the District Code shall be amended to read as follows:

9.10.060 Billing – Charges Due.

Billing shall be made on a monthly basis for each user. Sewer charges shall be mailed no later than the seventh day of the month for which charges are made, such billing to cover the charges for the current month. Sewer charges shall be due and payable on the twenty-fifth day of the month in which the billing is rendered.

For buildings or residences constructed after issuance of a sewer permit, the District shall begin billing the applicable sewer service charge in the third month after issuance of a sewer permit, or the month in which the District verifies connection, whichever event comes first.

SNOHOMISH COUNTY HUMAN SERVICES DEPARTMENT

3000 Rockefeller Avenue, MIS 305, Everett, WA 98201

(425) 388-7200

WATER AND WASTEWATER CONTRACTOR AGREEMENT

VA-WS-23-30-13

Name and Address of Water and Wastewater Services Contractor:	Contact Person Name, Phone Number, Email:
Lake Stevens Sewer District 1106 Vernon Rd, Ste A Lake Stevens, WA 98258	Mariah Low, General Manager 425-334-8588 CustomerService@lkssd.org

**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 March 31, 2024. 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:

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, March 31, 2024.
- 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:

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

FOR THE CONTRACTOR:

(Signature) *(Date)*

(Title)