



Meeting Agenda

Finance Committee

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Wednesday, September 16, 2020

5:30 PM

Online and via phone

Register to attend:

https://us02web.zoom.us/webinar/register/WN_4axa7ZRJSJ6FvcKsLa2NyA

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **APPROVAL OF AGENDA**

4. **PUBLIC COMMENT**

(Estimated Time: 0-15 Minutes)

During this portion of the meeting, citizens may address the Committee for up to three (3) minutes regarding the Committee's business meeting topics.

5. **APPROVAL OF MINUTES**

5.A [20-0702](#) Approval of August 19, 2020 Finance Committee Meeting Minutes

Attachments: [Minutes](#)

6. **COMMITTEE BUSINESS**

6.A [20-0695](#) Discussion of the Preliminary 2021 Operating Budget

6.B [20-0699](#) Review Utility Rates

Attachments: [Summary/history of Bi-Monthly Utility Bills](#)
[GFCs and CDCs 2017 - 2021](#)

6.C [20-0700](#) Lifeline Utility Rates

Attachments: [Olympia Lifeline Rate program webpage](#)
[Community Action Council webpage](#)
[Draft Professional Services Agreement with the Community Action Council](#)

7. **REPORTS AND UPDATES**

8. **ADJOURNMENT**

The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and

the delivery of services and resources. If you require accommodation for your attendance at the City Council Committee meeting, please contact the Council's Executive Assistant at 360.753.8244 at least 48 hours in advance of the meeting. For hearing impaired, please contact us by dialing the Washington State Relay Service at 7-1-1 or 1.800.833.6384.



City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8244

Finance Committee

Approval of August 19, 2020 Finance Committee Meeting Minutes

Agenda Date: 9/16/2020
Agenda Item Number: 5.A
File Number:20-0702

Type: minutes **Version:** 1 **Status:** In Committee

Title

Approval of August 19, 2020 Finance Committee Meeting Minutes



Meeting Minutes - Draft

Finance Committee

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Wednesday, August 19, 2020

5:30 PM

Room 207

Register to attend:

https://us02web.zoom.us/webinar/register/WN_YqIKtCjfRjOta8nwttapLA

1. CALL TO ORDER

Chair Cooper called the meeting to order at 5:30 p.m.

2. ROLL CALL

Present: 3 - Chair Jim Cooper, Committee member Cheryl Selby and Committee member Lisa Parshley

3. APPROVAL OF AGENDA

The agenda was approved.

4. PUBLIC COMMENT - None

5. APPROVAL OF MINUTES

5.A [20-0643](#) Approval of July 15, 2020 Finance Committee Meeting Minutes

The minutes were approved.

6. COMMITTEE BUSINESS

6.A [20-0634](#) Briefing on the Preliminary Capital Facilities Plan, 2021-2026 Financial Plan

Finance Director Nanci Lien presented the briefing. Ms. Lien reported that the following changes were made in the 2021-2026 Preliminary Capital Facilities Plan (CFP): added Fire and Home Fund sections; pulled out debt service since it is paid from the operating budget; the 2021 appropriations represent current projects; added separate revenue/expenditures for each of the next five years; and included seven to 20 years CFP project information. Ms. Lien stated that the 2021-2026 CFP project costs will be \$192,166,153 which is an increase of \$37,094,943 over the 2020-2025 CFP projects costs of \$155,071,120.

The report was received.

6.B [20-0626](#) Discussion of Parks and Olympia School District 2021 Impact Fees

Parks Planning & Maintenance Director Jonathon Turlove reported that park impact fees are \$5,581 per single family residence and used in the following categories; neighborhoods, communities and open spaces. Mr. Turlove stated the Parks Department had a study done to look at different ways the City could implement park impact fees. The Parks & Recreation Advisory Committee will review the study results and make a recommendation to Council.

The discussion was completed.

6.C [20-0446](#) Transportation Concurrency and Impact Fee Program Updates

Public Works Deputy Director Mark Russell, Transportation Planning Supervisor Sophie Stimson and Fehr and Peers Principal Chris Breiland gave the update. They reported that as they put together the Transportation Master Plan, they are working toward a unified approach to building the City street system that is predictable and transparent, advances the Olympia Comprehensive Plan, vision and goals, and includes 20-year prioritized project lists.

The City's goal is to have transportation concurrency which means the City builds a minimum level of new infrastructure to support growth and add capacity for new transportation including walking, biking and transit. To do so, Transportation is looking at changes to impact fees and will reach out to stakeholders and hold public hearings on the subject.

The discussion was completed.

6.D [20-0624](#) Approval to Distribute the Washington Center for the Performing Arts' 2020 Lodging Tax Appropriation Using Lodging Tax Fund Balance

Assistant City Manager Debbie Sullivan reported Council appropriated 2020 Lodging Tax funds to the Washington Center for the Performing Arts (WCPA). Ms. Sullivan recommended using Lodging Tax Fund balance to address the revenue gap so the WCPA would receive the full 2020 budget appropriation. Chair Cooper will report this action to Council.

The discussion was completed.

6.E [20-0639](#) Briefing on Second Quarter Budget to Actual Report

Budget Analyst Joan Lutz reported the City budget is at 39% of its 2020 budget for the second quarter. Ms. Lutz stated that property taxes have come in slower due to COVID-19 payment deferral, the City will not see revenues from excise taxes until at least August, and there was a significant reduction in recreation services due to COVID-19 shutdown of activities.

7. REPORTS AND UPDATES

Committee member Parshley reported the LOTT Board approved a 3% rate increase and will have their final vote in October.

Chair Cooper reported the City is starting the audit process and he will be representing Council for the process.

8. ADJOURNMENT

The meeting was adjourned at 7:42 p.m.



Finance Committee

Discussion of the Preliminary 2021 Operating Budget

Agenda Date: 9/16/2020
Agenda Item Number: 6.A
File Number: 20-0695

Type: discussion **Version:** 1 **Status:** In Committee

Title

Discussion of the Preliminary 2021 Operating Budget

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Discussion only. No action requested.

Report

Issue:

Whether to receive a briefing and discuss the Preliminary 2021 Operating Budget; including: revenues, expenses, the Police Department operating budget, and areas of further discussion.

Staff Contact:

Jay Burney, City Manager, 360.753.8740
Nanci Lien, Finance Director, 360.753.8465

Presenter(s):

Jay Burney, City Manager, 360.753.8740
Nanci Lien, Finance Director, 360.753.8465
Aaron Jelcick, Interim Police Chief, 360.753.8255

Background and Analysis:

In preparation for the adoption of the 2021 Operating Budget, staff will share revenue and expense assumptions with Finance Committee, and present a breakdown of the various components of the Olympia Police Operating Budget and seek direction on areas of further discussion around public safety funding.

The 2021 Preliminary Operating Budget will be presented to the City Council on October 20, 2020.

Neighborhood/Community Interests (if known):

There is community interest in understanding the various components of the Police Operating budget along with the services and programs offered to enhance public safety.

Options:

1. Accept information without further action.
2. Request additional information for staff to bring back to Finance Committee for further discussion.

Attachments:

None



Finance Committee

Review Utility Rates

Agenda Date: 9/16/2020
Agenda Item Number: 6.B
File Number: 20-0699

Type: discussion **Version:** 2 **Status:** In Committee

Title

Review Utility Rates

Recommended Action

Committee Recommendation:

Briefing only. No action requested. The Utility Advisory Committee (UAC) is making recommendations on the 2021 utility operating budgets, utility rates and general facility charges (GFC) at their October 1st meeting.

City Manager Recommendation:

Review and discuss the utility 2021 operating budgets, recommended utility rates and general facility charges.

Report

Issue:

Whether to discuss the 2021 utility operating budgets, recommended utility rate and general facility charges. Action will be taken in mid-December as part of the budget approval process.

Staff Contact:

Eric Christensen, Public Works Water Resources Director, 360.753.8475
Gary Franks, Public Works Waste ReSources Director, 360.753.8780

Presenter(s):

Eric Christensen, Water Resources Director
Gary Franks, Waste ReSources Director

Background and Analysis:

The 2021 preliminary operating and capital budgets assume revenue and expenses from utility rates and GFCs. Staff will present information on these topics and take questions from the Committee for future budget discussion meetings.

Utility Rates and GFC Increases

On September 3rd, the UAC discussed proposed changes to the 2021 operating budgets, rates and GFCs for the four utilities - Drinking Water, Wastewater, Storm and Surface Water, and Waste ReSources. The UAC will make a recommendation on the budgets, rates, and GFCs following their

October 1st meeting. This recommendation will be shared with the full Council on October 13th.

Neighborhood/Community Interests (if known):

City utilities provide essential public health services to Olympia residents. A public hearing is scheduled for November 10th on the operating and capital budgets. Council can hear testimony on the proposed changes at that time.

Options:

Briefing only. No action requested.

Financial Impact:

None at this time.

Attachments:

Summary/history of Bi-Monthly Utility Bills
GFCs and CDCs 2017 - 2021

City of Olympia
Bi-Monthly Utility Bill History
Single Family Residence

28-Aug-20

	2018 %		2019 %		2020 %		Proposed	2021 %
	2018 Rate	Increase	2019 Rate	Increase	2020 Rate	Increase	2021	Increase
Drinking Water	\$56.75	4.4%	\$56.75	0.0%	\$60.32	6.30%	\$60.32	0.00%
Wastewater - Min.	\$26.58	0.0%	\$26.58	0.0%	\$26.64	0.21%	\$26.64	0.00%
Wastewater - Max.	\$42.94	0.0%	\$42.94	0.0%	\$43.03	0.21%	\$43.03	0.00%
Waste ReSources	\$49.10	6.0%	\$51.80	5.5%	\$53.52	3.33%	\$53.52	0.00%
Storm and Surface Water	\$26.74	0.0%	\$28.10	5.1%	\$29.09	3.54%	\$31.28	7.50%
LOTT	\$77.28	2.0%	\$79.60	3.0%	\$82.00	3.00%	\$84.46	3.00%
TOTAL (Min.):	\$236.45	2.9%	\$242.83	2.7%	\$251.58	3.60%	\$256.22	1.85%
TOTAL (Max.):	\$252.81	2.7%	\$259.19	2.5%	\$267.97	3.39%	\$272.61	1.73%
 Total Increase (Min.)	 \$6.69	 2.9%	 \$6.38	 2.7%	 \$8.75	 3.60%	 \$4.64	 1.85%
Total Increase (Max.)	\$6.69	2.7%	\$6.38	2.5%	\$8.78	3.39%	\$4.64	1.73%

City of Olympia

PROPOSED 2021 Projected General Facility Charges (GFC) and LOTT Capacity Development Charges (CDC)

(Sample Based on Single-Family Residence)

August 28, 2020

	2017	2018	2019	2020	Proposed 2021	\$ Increase	% Increase
Drinking Water	\$3,918	\$4,180	\$4,433	Same as 2019	Same as 2020	\$0	0%
Wastewater	\$3,442	\$3,442	\$3,442	\$3,679.80	Same as 2020	\$0	0%
Storm and Surface Water	\$1,190 plus \$4.50 trip charge	\$1,190 plus \$4.50 trip charge	\$1,190 plus \$4.50 trip charge	Same as 2019	Same as 2020	\$0	0%
LOTT CDC	\$5,354	\$5,579	\$6,049	\$6,231	\$6,417.61	\$185	3.0%
TOTAL:	\$13,904	\$14,391	\$15,230	\$15,650	\$15,835	\$185	1.2%



Finance Committee

Lifeline Utility Rates

Agenda Date: 9/16/2020
Agenda Item Number: 6.C
File Number: 20-0700

Type: recommendation **Version:** 1 **Status:** In Committee

Title

Lifeline Utility Rates

Recommended Action

Committee Recommendation:

Move to support the Utility Advisory Committee (UAC) recommendation to establish a charitable fund managed by the Community Action Council and forward to the City Council for approval.

City Manager Recommendation:

Move to support the UAC recommendation.

Report

Issue:

Whether to support the UAC recommendation to establish a charitable fund managed by the Community Action Council and provide community awareness through the utility bill and forward to the City Council for approval.

Staff Contact:

Eric Christensen, Public Works Water Resources Director, 360.570.3741

Presenter(s):

Eric Christensen, Water Resources Director

Background and Analysis:

The City's Lifeline utility rate program, set in Olympia Municipal Code (OMC) [4.24.020](https://www.codepublishing.com/WA/Olympia/?Olympia04/Olympia0424.html) [<https://www.codepublishing.com/WA/Olympia/?Olympia04/Olympia0424.html>](https://www.codepublishing.com/WA/Olympia/?Olympia04/Olympia0424.html), provides a 50 percent discount on residential utility rates to any household occupied by low income elderly (age 62 or above) or low income disabled persons. Additionally, OMC [4.24.030](https://www.codepublishing.com/WA/Olympia/?Olympia04/Olympia0424.html) [<https://www.codepublishing.com/WA/Olympia/?Olympia04/Olympia0424.html>](https://www.codepublishing.com/WA/Olympia/?Olympia04/Olympia0424.html) extends the Lifeline utility rate program via a rebate to renters of individually metered premises.

The program reduces a typical single-family household bi-monthly utility bill from roughly \$246 to \$123. Additionally, the City provides a flexible payment plan for those customers that have fallen behind in paying their bill.

Olympia's current Lifeline utility rate program assists about 335 households per year at a cost of roughly \$247,000 to traditional ratepayers. Prorated across the four Utilities, the cost results in 0.435% of rate charges or \$6.42 annually for traditional ratepayers. The bi-monthly cost is \$1.07.

Olympia Population and Poverty Levels

- Olympia's population is roughly 52,770 people living in 25,190 housing units.
- One-person household poverty level: \$12,760 per year
- Two-person household poverty level: \$17,240 per year
- Individuals with incomes below the poverty level: 18.4%

In 2018, the City evaluated ways to increase enrollment in the Lifeline utility rate program. The UAC recommended, and the Finance Committee approved, an option that maintained the existing eligibility requirements, but increased community awareness of the program.

At the request of the UAC, City staff implemented numerous public outreach efforts in 2019 to promote the Lifeline rate program. From April 2018 - April 2020, the program had an increase of approximately 95 participants. Please note, participants must re-apply every year, so this number fluctuates month-to-month.

Legal Authority for Utility Assistance Programs

[RCW 35.92.020 <https://app.leg.wa.gov/rcw/default.aspx?cite=35.92.020>](https://app.leg.wa.gov/rcw/default.aspx?cite=35.92.020) (5) authorizes cities to "provide assistance to aid low-income persons in connection with services provided under" chapter 35.92 RCW ("Municipal Utilities"), and [RCW 35.67.020 <https://app.leg.wa.gov/rcw/default.aspx?cite=35.67.020>](https://app.leg.wa.gov/rcw/default.aspx?cite=35.67.020) (5) provides cities the same authority with respect to sewerage services. [RCW 36.94.140 <https://app.leg.wa.gov/rcw/default.aspx?cite=36.94.140>](https://app.leg.wa.gov/rcw/default.aspx?cite=36.94.140) (4) provides identical authority for counties.

Also, [RCW 74.38.070 <https://app.leg.wa.gov/rcw/default.aspx?cite=74.38.070>](https://app.leg.wa.gov/rcw/default.aspx?cite=74.38.070) provides authority for cities, counties, public utility districts, and any other municipal corporation or quasi-municipal corporation providing utility services to offer reduced utility rates for low-income senior citizens and other low-income citizens.

Article 8, Sec. 7 of the state constitution permits "gifts" of public funds in "support of the poor and infirm," which has been interpreted by the courts to mean "poor or infirm."

While only water and sewer districts are provided direct statutory authority to solicit voluntary contributions ([RCW 57.46.010 <https://apps.leg.wa.gov/rcw/default.aspx?cite=57.46.010>](https://apps.leg.wa.gov/rcw/default.aspx?cite=57.46.010)) it is a common practice among utility providers. Agencies solicit donations from all customers and then funds are funneled through a nonprofit that deems eligibility and disburses funds, with agency oversight.

New Option: Charitable Donation Fund

At the June 2020 UAC meeting, staff presented a program where customers can donate to a charitable fund managed by the Community Action Council (CAC), a local non-profit that provides various assistance programs to low income residents in Thurston County. The Olympia utility bill

would have a message on it asking for donations to the fund. The CAC would receive the funds from the City and would administer and distribute the funds to qualified Olympia citizens. The cities of Lacey and Tumwater already participate in their own assistance programs with CAC. There is no cost for the CAC to provide this service.

Olympia residents experiencing a financial hardship would apply for assistance with CAC. The funds would pay for drinking water, sewer and garbage utilities. The City have developed the criteria for the CAC to screen applicants, such as income limits. Additionally, the UAC recommends that utility customers be eligible to receive \$75 up to two times per year when a customer has received a past due notice.

Establishing this charitable fund program would require the City Council's approval of a resolution to create the charitable fund program, authorize the utilities to contribute one-time start-up funds (\$5,000) for the fund, and approve a professional services agreement with CAC to implement the charitable fund program to supplement the existing Lifeline utility rate program.

Neighborhood/Community Interests (if known):

Many of the City utilities' customers are low income and face challenges paying their utility bills. Creating a charitable fund and continuing the Lifeline rate program helps our low income citizens.

Options:

Option 1: Support the Utility Advisory Committee (UAC) recommendation to establish a charitable fund managed by the Community Action Council and forward to the City Council for approval.

Option 2: Request staff to consider an alternative utility rate assistance program.

Financial Impact:

A one-time payment of \$5,000 to seed the charitable fund is necessary. It is proposed that the seed money would be split amongst the utilities based on their proportional share of an average residential utility bill:

- Drinking Water: \$1,618.71
- Wastewater: \$1,158.27
- Storm and Surface Water: \$ 748.17
- Waste Resources: \$1,438.85

Attachments:

Olympia Lifeline utility rate program webpage www.olympiawa.gov/lifeline
<<http://www.olympiawa.gov/lifeline>>

Community Action Council webpage <<https://caclmt.org/>>

Draft Professional Services Agreement with the Community Action Council

Home » City Utilities » Utility Billing » Lifeline Rate Program

Lifeline Rate Program

- Navigation
- Utility Billing
 - Water Surcharge - Annexation Agreement
 - Automatic Payment Information
 - Lifeline Rate Program

What are Lifeline rates

The City of Olympia offers Lifeline (discounted) utility rates for customers who qualify. Lifeline rates are 50% of the standard utility rate for Water, Solid Waste, Sewer, and Stormwater. Once you qualify for the program, the Lifeline rate becomes effective on your next billing cycle.

This rate applies to residential customers only.

Who is eligible?

To qualify for Lifeline rates, you must be either:

- Low-income **and** disabled, or
- Low-income **and** over age 62

For the purpose of our Lifeline rate, low income is defined as 50% below the median family income for Thurston County.

Income Limits

(Updated May 2020)

Combined annual household income must be less than the amount listed below for the number of people per family:

- 1 person in the family; no more than \$30,350 per year
- 2 people in the family; no more than \$34,700 per year
- 3 people in the family; no more than \$39,050 per year
- 4 people in the family; no more than \$43,350 per year

How to apply

- Complete the Lifeline Rate Application (below)
- Provide proof of income with your application. A copy of your tax return for the preceding calendar year must be provided. For residents who do not file an IRS tax return, you must provide documentation of all income.
- Mail the completed application and all required materials to:

City of Olympia, Utility Billing
P.O. Box 1967
Olympia, WA 98507-1967

☐ Lifeline Rate Application

Questions?

Contact Utility Billing 360.753.8340 or olyutilities@ci.olympia.wa.us

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City Calendar

- 9/9 - 9:00 a.m.
[Site Plan Review Committee](#)
- 9/9 - 2:30 p.m.
[Home Fund Advisory Board](#)
- 9/10 - 6:00 p.m.
[Olympia Arts Commission](#)
- 9/10 - 6:30 p.m.
[Design Review Board ** No Meeting **](#)
- 9/14 - 5:00 p.m.
[LEOFF 1 Disability Board](#)

→ [View full calendar...](#)

City Updates

MESSAGE FROM THE OLYMPIA CITY COUNCIL: ALL BLACK LIVES MATTER The City of Olympia stands in solidarity with the Black community. [Read the Council's message](#)

USE OF FORCE EVENTS BOARD - APPLY NOW! The City is looking for people interested in serving on the Police Use of Force Events Board. Community representatives will monitor and lend transparency to the investigative process of a police use-of-deadly-force incident. [Learn more and apply](#)

TOWN HALLS ON RACIAL JUSTICE The Olympia City Council recently hosted a series of Town Halls on racial justice. *Racial Justice and the Justice System* [View recording](#) *Racial Justice and Economic Opportunity* [View recording](#) *Racial Justice and the Healthcare System* [View recording](#) *Racial Justice and the Education System* [View recording](#)

ONE COMMUNITY: HEALTHY, SAFE & HOUSED The One Community Plan is our roadmap for responding to the homelessness crisis and its impacts on our entire community. [Learn more...](#)

CITY BUILDINGS NOW OPEN! City buildings are now open to the public. Special hours and

feedback

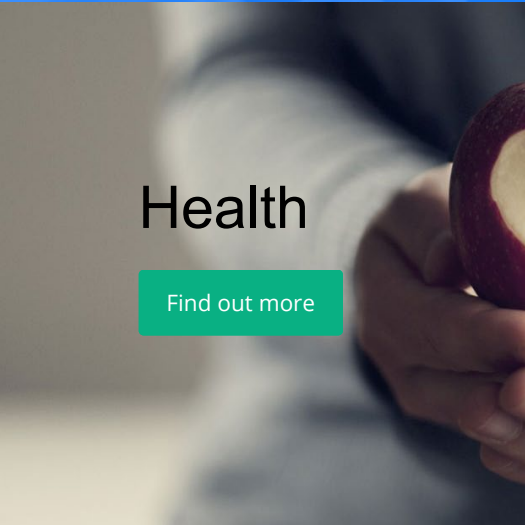


The Community Action Council strengthens individuals and families to lessen the impacts of poverty.



Community En

Find out more



Health

Find out more



Hunger

Find out more



Housing

Find out more

NOTICE

MAKE AN APPOINTMENT for ERAP (Eviction Rent Assistance Program)

Thurston Co. together with CAC have established a program with the WA State Department of Commerce to distribute Eviction Rent Assistance Program funds to eligible residents. The program is now accepting applications; please click the hyperlink above in order to make an appointment online; call us at (360) 438-1100 and press “8” for housing and then “7” to make an appointment by phone; or visit the program page [HERE](#) for more details about the program, its requirements, and eligibility criteria.

Energy Assistance

Enrollment for the 2020-2021 fiscal year will begin in September with an opening day in Thurston county on Friday, September 25; Mason county on Tuesday, September 22; and Lewis county on Tuesday, September 29. Phone lines open at 7:00, and online appointments at 9:00, on the respective days.

Office Closure

CAC continues to monitor and adjust services based upon best practice and guidance from Public Health, the CDC and the World Health Organization. Continued client service at the highest level while keeping clients and staff safe is our number one priority.

Staff are able to provide most services via phone, telehealth platforms, email, and even mail drops for paperwork, as well as face-to-face appointments for

emergent needs. Services continue to be offered in Energy, Housing, [COVID19 Emergency fund](#), and WIC in these varieties of ways. We understand these are challenging times, and continue to offer assistance in whatever way possible.

Plans on reopening to the public are in the works, and we will provide updates as soon as possible. The future of our services may look different than before, but we are more committed than ever to ensuring Community Action Council serves our community in the best way possible.

Puget Sound Energy COVID-19 Pandemic Assistance Fund

The Crisis-Affected Customer Assistance Program (CACAP) has been created for customers who have had their household income significantly reduced after March 1, 2020. This \$11 million fund provides a one-time bill credit equal to the cost of the energy your home used from March to August 2019 (up to \$1,000). You can apply for CACAP while funds are available. Learn more at pse.com/covidhelp.

Monarch’s Capital Campaign



WIC services are available for Mason County residents at our location in Shelton. Lacey residents can still receive services from Sea Mar Olympia WIC (360-754-2936).

**Energy Assistance
Announcement!**



Lewis, Mason, and Thurston Counties are currently finishing up the 2019-2020 fiscal year by scheduling limited Energy Assistance appointments. If you have not received help since prior to October 2019, please dial (360) 438-1100 and speak with an Energy Assistance staff member.

Thurston County’s scheduling date for the 2020-2021 fiscal year will be Friday, September 25, 2020.
Lewis County’s next scheduling date will be Tuesday, September 29, 2020.
Mason County’s next scheduling date will be Tuesday, September 22, 2020.

Phone lines will open at 7:00am on each county’s respective scheduling-day. To schedule an appointment by phone in Thurston County, please call (360) 438-1100. To schedule an appointment by phone in Lewis County, please call (360) 736-1800. To schedule an appointment in Mason County, please call (360) 426-9726.

For further information, click [here](#) and select Program Updates.

CONTACT US

Multiple Locations
Voice: 360.438.1100
Fax: 360.491.7729
Toll Free: 800.878.5235

ADDITIONAL PROGRAMS

Community Engagement
Health
Housing
Hunger

WOMEN, INFANTS & CHILDREN (WIC)



MONARCH CJAC



**PROFESSIONAL SERVICES AGREEMENT
FOR
CHARITABLE FUND ADMINISTRATION SERVICES**

This Professional Services Agreement ("Agreement") is effective as of the date of the last authorizing signature. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and Community Action Council of Lewis, Mason and Thurston Counties, a Washington non-profit corporation ("Consultant").

A. The City seeks the temporary professional services of a skilled independent consultant capable of working without direct supervision, in the capacity of administering a utility rate assistance charitable fund, and

B. Consultant has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree as follows:

1. Services.

Consultant shall provide the services more specifically described in Exhibit "A" attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted practices for other similar services, and when and as specified by the City's representative.

2. Term.

The term of this Agreement commences on the effective date of this Agreement and continues until the completion of the Services, but in any event no later than December 31, 2022 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Consultant.

3. Termination.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause by the City.

4. Program Funding

A. The CITY shall deposit with the SERVICE PROVIDER the sum of Five Thousand Dollars (\$5,000.00) and solicit voluntary donations from its utility customers to augment said sum in order for the SERVICE PROVIDER to carry out the terms of this Agreement and complete those services called for in Exhibit "A" attached hereto. The Consultant receives no compensation for administering a utility rate assistance charitable fund.

B. Method of Payment.

TBD [MY1]

C. Consultant Responsible for Taxes. The Consultant is solely responsible for the payment of and shall pay any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5. Compliance with Laws.

Consultant shall comply with and perform the Services in accordance with all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

6. Assurances.

The Consultant affirms that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Olympia by obtaining a City of Olympia business registration.

7. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that the Consultant is an independent contractor and that the City is neither liable nor obligated to pay Consultant sick leave, vacation pay, or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Consultant shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Consultant, does not convert this Agreement to an employment contract. It is recognized that Consultant may be performing professional services during the Term for other parties; provided, however, that such performance of other services may not conflict with or interfere with Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City.

8. Equal Opportunity Employer.

A. In all Consultant services, programs, and activities, and all Consultant hiring and employment made possible by or resulting from this Agreement, Consultant and Consultants' employees, agents, subcontractors, and representatives shall not unlawfully discriminate against any person based on any legally protected class status including but not limited to: sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status, sexual orientation, gender identity, genetic information or the presence of any disability, including sensory, mental or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability does not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement applies to, but is not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding nondiscrimination. Any material violation of this provision is grounds for termination of this Agreement by the City and, in the case of the Consultant's breach, may result in ineligibility for further City agreements.

B. In the event of Consultant's noncompliance or refusal to comply with the above nondiscrimination plan, this Agreement may be rescinded, canceled, or terminated in whole or in part,

and the Consultant may be declared ineligible for further agreements or contracts with the City. The Consultant, will, however, be given a reasonable time in which to correct this noncompliance.

C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Consultant shall complete and return, and is bound by, the *Statement of Compliance with Nondiscrimination* attached as Exhibit B. If the contract amount is \$50,000 or more, the Consultant shall execute the attached Equal Benefits Declaration - Exhibit.

9. Confidentiality.

Consultant shall not disclose any information and/or documentation obtained by Consultant in performance of this Agreement that has been expressly declared confidential by the City. Breach of confidentiality by the Consultant is grounds for immediate termination.

10. Indemnification/Insurance.

A. Indemnification / Hold Harmless. Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder is only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section survive the expiration or termination of this Agreement.

B. Insurance Term. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

C. No Limitation. Consultant's maintenance of insurance as required by the Agreement may not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

D. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage must be at least as broad as ISO occurrence form (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance must be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury, and advertising injury. The City

must be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

E. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance must be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance must be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

F. Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they are primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City is excess of the Consultant's insurance and does not contribute with it.

G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

I. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required is a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

K. City's Full Access to Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City is insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

11. Work Product.

Any deliverables identified in the Scope of Work or otherwise identified in writing by the City that are produced by Consultant in performing the Services under this Agreement and which are delivered to the City belong to the City. Consultant shall deliver any such work product to the City at the termination or cancellation date of this Agreement, or as soon thereafter as possible. All other documents are owned by the Consultant.

12. Treatment of Assets.

- A. Title to all property furnished by the City remains in the name of the City.
- B. Title to all nonexpendable personal property and all real property purchased by the Consultant, the cost of which the Consultant is entitled to be reimbursed as a direct item of cost under this Agreement, passes to and vests in the City, or if appropriate, the state or federal department supplying funds therefor, upon delivery of such property by the Consultant. If the Consultant elects to capitalize and depreciate such nonexpendable personal property in lieu of claiming the acquisition cost as a direct item of cost, title to such property remains with the Consultant. An election to capitalize and depreciate or claim acquisition cost as a direct item of cost is irrevocable.
- C. Nonexpendable personal property purchased by the Consultant under the terms of this Agreement in which title is vested in the City may not be rented, loaned, or otherwise passed to any person, partnership, corporation/association, or organization without the prior express written approval of the City or its authorized representative, and such property may, unless otherwise provided herein or approved by the City or its authorized representative, be used only for the performance of this Agreement.
- D. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which vests in the City, the Consultant must execute such security agreements and other documents as are necessary for the City to perfect its interest in such property in accordance with the "Uniform Commercial Code--Secured Transactions" as codified in Article 9 of Title 62A, the Revised Code of Washington.
- E. The Consultant is responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of the Consultant, or which results from the failure on the part of the Consultant to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.
- F. Upon the happening of loss or destruction of, or damage to, any City property, the Consultant shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.
- G. The Consultant shall surrender to the City all property of the City within thirty (30) days after rescission, termination, or completion of this Agreement unless otherwise mutually agreed upon by the parties.

13. Books and Records/Public Records.

The Consultant shall maintain books, records, and documents which sufficiently and properly reflect all work, as well as direct and indirect costs, related to the performance of this Agreement. In addition, Consultant shall maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. All Consultant records related in any way to this Agreement are subject, at all reasonable times, to inspection, review, copying, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

Records prepared, owned, used, or retained by the City that meet the definition of a “public record” in Chapter 42.56 RCW, even if records are in the possession of the Consultant, are subject to disclosure under Washington’s Public Records Act. Whether or not the records meet the definition of a public record is the City’s determination. If the Consultant disagrees with the City’s determination or believes the records to be subject to an exemption, the City will provide the Consultant with ten (10) calendar days to obtain and serve on the City a court order specifically preventing release of such records.

Should the Consultant fail to provide records related to this Agreement to the City within ten (10) calendar days of the City’s request for such records, Consultant shall indemnify, defend, and hold the City harmless for any public records judgment against the City for failure to disclose and/or release such records, including costs and attorney’s fees. This section survives expiration of the Agreement.

14. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City is not obligated to continue the Agreement after the end of the current fiscal period, and this Agreement automatically terminates upon the completion of all remaining Services for which funds are allocated. No penalty or expense accrues to the City in the event this provision applies.

15. General Provisions.

A. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements are effective for any purpose.

B. Modification. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.

C. Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal in no way affects or invalidates any other provision hereof and such other provisions remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith must be deemed inoperative and null and void insofar as it may be in conflict therewith, and must be deemed modified to conform to such statutory provision.

D. Assignment. Neither the Consultant nor the City may transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

1. If the Consultant desires to assign this Agreement or subcontract any of its work hereunder, the Consultant shall submit a written request to the City for approval not less

than fifteen (15) days prior to the commencement date of any proposed assignment or subcontract.

2. Any work or services assigned or subcontracted for hereunder are subject to each provision of this Agreement.

3. Any technical/professional service subcontract not listed in this Agreement, which is to be charged to this Agreement, must have prior written approval by the City.

4. The City reserves the right to inspect any assignment or subcontract document.

E. Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

F. Attorney Fees. In the event either of the Parties defaults on the performance of any term of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party is entitled to its reasonable attorneys' fees, costs, and expenses to be paid by the other Party.

G. No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

H. Governing Law. This Agreement is governed by and must be interpreted in accordance with the laws of the State of Washington.

I. Authority. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement on behalf of the Consultant or the City.

J. Notices. Any notices required to be given by the Parties must be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail must be deemed received three (3) days after the date of mailing.

K. Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and may not be deemed to modify or otherwise affect any of the provisions of this Agreement.

L. Performance. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Consultant's performance of this Agreement.

M. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but are cumulative with all other remedies available to the City at law, in equity, or by statute.

N. Counterparts. This Agreement may be executed in any number of counterparts, which counterparts collectively constitute the entire Agreement.

O. Equal Opportunity to Draft. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity may be construed against any party upon a claim that that party drafted the ambiguous language.

P. Venue. All lawsuits or other legal actions whatsoever with regard to this agreement must be brought in Thurston County, Washington, Superior Court.

Q. Ratification. Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

1. By signing the agreement below, the Consultant certifies to the best of its knowledge and belief, that it and its principles:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and

d. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this proposal.

S. Early Retirement from the State of Washington- Certification. By signing this form, Consultant certifies that no one being directly compensated for their services pursuant to this Agreement has retired from the Washington State Retirement System using the 2008 Early Retirement Factors with restrictions on returning to work.

CITY OF OLYMPIA

By: _____

[Enter name and title of Department Director or authorized Line of Business Director]

P.O. Box 1967

Olympia WA 98507-1967

Date of Signature: _____

APPROVED AS TO FORM:

City Attorney

I certify that I am authorized to execute this Agreement on behalf of the Consultant.

Community Action Council of Lewis, Mason & Thurston Counties

[Enter Name of Consultant's Company]

By: _____

(Signature)

John M. Walsh

(Print Name of Person Signing)

Chief Executive Officer

(Title of Person Signing)

3020 Willamette Drive NE

Lacey, WA 98516

(Address)

(360) 438-1100

(Phone)

Date of Signature: _____

EXHIBIT A

SCOPE OF SERVICES

The City of Olympia (City) will make a one-time deposit of the sum of Five Thousand Dollars (\$5,000.00) as “seed money” to get the program started. Donations will be solicited by the City from its utility customers to keep the program running. Donations can be included in the customer's utility payments or by separate donation payments to the City of Olympia.

Consultant shall follow the procedures below in the administration of the program:

Program Parameters

1. City Utility customers may receive assistance up to twice per calendar year as long as funding is available and assistance criteria (set forth below) are met.
2. Customers may receive up to \$75 per request as long as funding is available and assistance criteria are met.
3. The frequency and dollar amount of assistance may be adjusted through an amendment to this Agreement.

Assistance Criteria

Utility customers may qualify for assistance if each of the following criteria is met:

1. The total gross household income is equal to or less than fifty percent of the median household income in Thurston County (\$75,924 for 2020).
 - o The Community Action Council will determine the income level using, *but not limited to*, any of the following documentation:
 - Pay stubs
 - Employee's W-2 Form
 - Wage tax receipts
 - Income Tax Return
 - Self-employment IRS forms I 040, Schedule C or F
 - Sales records
 - Worker's Compensation award letter or payment notification
 - Pension award letter or payment notification
 - Veteran's Administration award letter or payment notification
 - Retirement award letter or payment notification
 - Statement from employer
 - Support Enforcement award letter or payment notification
 - Union records
 - Social Security award letter or payment notification
2. The customer's City of Olympia utility account is in past due status. Customers will provide the Community Action Council a past due notice from the City of Olympia.
3. The customer has not previously received utility assistance two times in the current calendar year.

Donation Procedures

1. City of Olympia Utility customer will be able to make donations to the program by a separate payment to the City of Olympia or can be included with a customer's utility bill payment.
2. The City of Olympia will receipt and hold the donations separately from City utility payments and fund until it can be remitted to the Community Action Council.
3. The City of Olympia will remit donations to the Community Action Council once per month.
4. Customers in need of assistance will be referred to the Community Action Council for program screening.
5. The Community Action Council will be responsible for determining whether a customer is eligible based on the above criteria.
6. The assistance funds will be disbursed directly to the City of Olympia on a "semi-monthly basis" (twice a month) The Community Action Council will include account information so that the proper accounts will be credited.

Program Reporting

The Community Action Council will provide utility assistance program quarterly reports to the City of Olympia. The reports will include the following:

1. Total number of customers served
2. Remaining balance of available program funds

Program Funds Audit

The Community Action Council will make available program records for review by the City of Olympia.

Exhibit "B"

STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT

The Olympia City Council has made compliance with the City's *Nondiscrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies or vendors and their employees understand and carry out the City's nondiscrimination policy. Accordingly, each City agreement or contract for services contains language that requires an agency or vendor to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to: race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Indicate below the methods you will employ to ensure that this policy is communicated to your employees, if applicable.

_____ affirms compliance with the City of Olympia's nondiscrimination ordinance and contract provisions. **Please check all that apply:**

- ☐ Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
What type, and how often? _____
- ☐ Nondiscrimination provisions are posted on applications for service.
- ☐ Nondiscrimination provisions are posted on the agency's web site.
- ☐ Nondiscrimination provisions are included in human resource materials provided to job applicants and new employees.
- ☐ Nondiscrimination provisions are shared during meetings.
What type of meeting, and how often? _____
- ☐ If, in addition to two of the above methods, you use other methods of providing notice of nondiscrimination, please list:

- ☐ If the above are not applicable to the contract agency or vendor, please check here and sign below to verify that you will comply with the City of Olympia's nondiscrimination ordinance.

Failure to implement the measures specified above or to comply with the City of Olympia's nondiscrimination ordinance constitutes a breach of contract.

By signing this statement, I acknowledge compliance with the City of Olympia's nondiscrimination ordinance.

(Signature)

(Date)

Print Name of Person Signing

Alternative Section for Sole Proprietor: I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees, based on any legally protected status.

(Sole Proprietor Signature)

(Date)



September 10, 2020

Olympia City Council
PO Box 1967
Olympia, WA 98507- 1967

Dear Mayor Selby and Councilmembers:

SUBJECT: UAC Support of Charitable Fund and Donation Program

This letter provides the City's Utility Advisory Committee (UAC) recommendation to support the establishment of a charitable fund and donation program to assist low income City of Olympia utility customers.

The UAC received a briefing from staff in June 2020. Staff proposed the following in regard to the new customer assistance program:

- Execute a Professional Services Agreement with the Community Action Council (CAC) of Thurston County (local non-profit). The Agreement would establish the CAC as the agency to administer and distribute funds to qualified Olympia citizens. The Agreement would also detail the program eligibility requirements, such as income limits, and the financial assistance amounts offered (\$75 per customer, twice a year).
- Add a message on the City's utility bill explaining how customers can donate to the fund to help their neighbors in need.
- Set up one time "startup" funds of \$5,000, split proportionally between the four City utility funds, to seed the charitable fund.
- Transfer the funds to CAC to assist Olympia customers in paying their drinking water, wastewater, storm and surface water and garbage/recycle utilities.

City staff received approval from City Legal Counsel and the new program is compliant with Washington State laws. The Cities of Lacey and Tumwater utilize the CAC to administer their charitable assistance program funds. There is no cost for the CAC to provide this service.

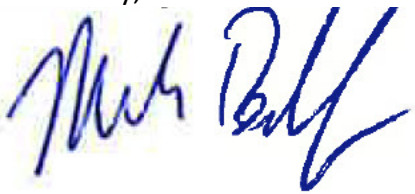
It should be noted that the City's Lifeline Rate Program will also continue. The Lifeline Program has specific criteria (62 years or older or disabled and low income). We feel the new Charitable Fund will help to serve those in our community that are not eligible for the Lifeline Rate program, such as young, low income families that are struggling in these tough economic times.

Recommendation to City Council

We recommend you also support this newly created customer assistance program as detailed above. City staff will bring this item forward to the Council by the end of the year for your approval. We also recommend that City staff review both the funding level of the program, and the number of households accessing the program. City staff should recommend changes to the program as necessary to balance the funding level with the level of need in the community.

Thank you for the opportunity to provide our comments and support. Please contact me, or Vice Chair Cullen Stephenson, if you have any questions.

Sincerely,



MIKE BUFFO

Chair, Utility Advisory Committee

ec. UAC Members