

AMENDMENT # 1

WATER AND SEWER ASSISTANCE PROGRAM VENDOR AGREEMENT

Between the State of Nevada
Department of Health and Human Services
Division of Welfare and Supportive Services (DWSS)
Energy Assistance Program – Water and Sewer Assistance Program (EAP-WSAP)

1470 College Parkway
Carson City, Nevada 89706-7924
Phone (775) 684-0522 Fax: (775) 684-0680

AND

City of North Las Vegas
2250 Las Vegas Blvd North, Suite 900
North Las Vegas, NV 89030
702-633-1903

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Vendor Agreement dated March 11, 2022, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. Provide a brief explanation for Vendor Agreement amendment.

The Office of Community Services as part of the funding awarded under the Consolidated Appropriations Act, 2021 (CAA) and the American Rescue Plan Act 2021 (ARPA), has approved a six (6) month No Cost Extension, from September 30, 2023 to March 31, 2024, to give Low Income Household Water Assistance Program (LIHWAP) grant recipients additional time to complete program activities.

B. Current Vendor Agreement Language:

Section 2. BOTH PARTIES MUTUALLY AGREE: This agreement shall be in effect from the date of approval through September 30, 2023. It is further understood and agreed either party to this agreement may terminate this agreement at any time by written notice sent by certified mail, return receipt requested, or delivered to the other party at least thirty (30) days prior to the effective date of termination.

C. Amended Vendor Agreement Language:

Section 2. BOTH PARTIES MUTUALLY AGREE: *This agreement shall be in effect from the date of the original Vendor Agreement approval through March 31, 2024. If this amendment is fully executed after September 30, 2023, it shall apply retroactively to that date to ensure continued coverage and assistance.* It is further understood and agreed either party to this agreement may terminate this agreement at any time by written notice sent by certified mail, return receipt requested, or delivered to the other party at least thirty (30) days prior to the effective date of termination.

2. **INCORPORATED DOCUMENTS.** Exhibit A (original Vendor Agreement) is attached hereto, incorporated by reference herein and made a part of this amended Vendor Agreement.
3. **REQUIRED APPROVAL.** This amendment to the original Vendor Agreement shall not become effective until and unless approved by both parties. If this extension is fully executed after September 30, 2023, it shall apply retroactively to that date.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original Vendor Agreement to be signed and intend to be legally bound thereby.

**CITY OF NORTH LAS VEGAS
CLARK COUNTY, NEVADA**

Pamela A. Goynes-Brown
Mayor

Date

ATTEST:

Jackie Rogers
City Clerk

APPROVED AS TO FORM:

Micaela Rustia Moore
City Attorney

DIVISION OF WELFARE AND SUPPORTIVE SERVICES

Robert H. Thompson

Date

Administrator,
Division of Welfare and Supportive Services
Title

Form Reviewed by DWSS Contract
Manager on 8/21/2023

Form Approved by the State of NV
Deputy Attorney General on
8/21/2023

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VENDOR AGREEMENT**

Between the State of Nevada
Department of Health and Human Services
Division of Welfare and Supportive Services (DWSS)
Energy Assistance Program-Water and Sewer Assistance Program (EAP-WSAP)

1470 College Parkway
Carson City, Nevada 89706-7924
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And

**City of North Las Vegas
2250 Las Vegas BLVD North, Suite 900
North Las Vegas, NV 89030
702-633-1903**

This agreement between the Energy Assistance Program (EAP)-Water and Sewer Assistance Program (WSAP) and the undersigned company (hereinafter called Company) is made pursuant to the Low-Income Water Assistance Program (LIHWAP) authorized under Section 533 Title V of Division H of the Consolidated Appropriations Act, 2021, Public Law No: 116-260. The Company will assist the Division of Welfare and Supportive Services (DWSS) in the administration of the WSAP - by providing the services designated within this agreement.

THE COMPANY AGREES TO:

1. Implement policies and procedures established by the WSAP for the payment, refund, and reconciliation of benefits, and ensure these policies and procedures are communicated to all appropriate Company employees.
2. Accept payment from the WSAP on behalf of eligible clients and credit the accounts specified in the transmittal documents. If the client has an account that is different from the one specified in the transmittal document or the client's account has been closed, the Company shall immediately contact the EAP -WSAP before crediting any portion of the payment.
3. If a client's and/or household's account has been closed and they no longer have an account with the Company, return unused WSAP benefits to the EAP-WSAP within thirty (30) days of closure of the client's and/or household's account with the Company unless the WSAP benefit was posted to the client's and/or household's account more than 12-months before the account closed; these funds would not be refunded to the EAP-WSAP. Send all refunded amounts to:

Division of Welfare and Supportive Services
Attention: Fiscal
1470 College Parkway
Carson City, NV 89706

4. Provide specific customer account information necessary for determining client/household eligibility and benefits and provide a 12-month water and/or sewer

usage history for individual water and sewer assistance clients/households upon request of the EAP-WSAP.

5. For those WSAP clients/households requesting assistance with past due charges owed to the Company, the Company must provide: 1) specific customer account (arrearage) information necessary to establish the debt, and 2) the period of time the debt covers.
6. Accept payment promises from EAP-WSAP staff and provide the required client/household services in the monetary amount stipulated within 48 hours of the promise to pay.
7. Provide written reconciliations and confirmation that WSAP benefits have been credited to the appropriate accounts and if applicable, the date of service restoration or removal of disconnection status monthly by the 10th of the following month.
8. Not charge WSAP clients for any costs other than the difference between the actual charge for the water or sewer services supplied and the payment provided under the WSAP.
9. Treat WSAP clients/households the same as any other Company customer.
10. Not discriminate against WSAP client/households in either the usual and customary cost of goods supplied, or the normal services provided.

THE ENERGY ASSISTANCE PROGRAM AGREES TO:

1. Review and process all water and sewer assistance applications.
2. Notify the applicant, in writing, the household is either: 1) eligible and the amount of the payment(s), to whom the payment(s) will be made, and the approximate payment date; or, 2) ineligible and the reason why.
3. Process benefit payments to the Company for credit to the accounts of eligible clients who list the Company as their vendor.
4. Accept and process refunds from the Company.
5. Maintain a record of the amounts awarded to eligible clients/households and payments made on their behalf.
6. Supply applications and informational materials, at no cost, to the Company.
7. Notify the Company of policies and procedures regarding the payment, refund, and reconciliation of benefits.

BOTH PARTIES MUTUALLY AGREE:

1. The Company is an independent contractor and all of the provisions of NRS 333.700 apply.
2. This agreement shall be in effect from date of approval through September 30, 2023. It is further understood and agreed either party to this agreement may terminate this agreement at any time by written notice sent by certified mail, return receipt requested, or delivered to the other party at least thirty (30) days prior to the effective date of termination.

3. Information/data provided to the EAP-WSAP by the Company shall remain confidential except as specified in this paragraph. WSAP shall use such information for a client/household for the purpose of establishing the eligibility of and/or the benefit of a client/household.

The Company shall not use or disclose any information provided by the EAP-WSAP concerning an applicant/recipient of WSAP services under this agreement for any purpose other than water and/or sewer assistance.

4. To permit authorized state and federal personnel to monitor and/or audit the activities, procedures, cases, and accounting records subject to this agreement, and develop corrective action plans to rectify any exceptions noted in monitoring and/or audit reports that result in noncompliance with this agreement or federal/state statutes and regulations.
5. All services rendered under this agreement shall be provided in compliance with the Federal Civil Rights Act of 1964, and the Americans with Disabilities Act, as amended, and no person shall be unlawfully denied service on the grounds of age, race, creed, color, sex, national origin, or handicap.
6. To indemnify and save and hold each other, their agents, and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by the parties or the parties' agents or employees.

Signature

Date

Title

Printed Name

Company Name



03/11/22

Administrator,
Division of Welfare and Supportive Services

~~STEVE H. FISHER~~ Robert H. Thompson Date

Approved by the State of NV
Deputy Attorney General on
10/28/2021

Reviewed by DWSS Contract
Manager on 10/15/2021

By: _____

John J. Lee
Mayor

Attest: _____

By: _____

Jackie Rodgers
City Clerk

Approved as to Form:

By: _____

Micaela Rustia Moore
City Attorney