



BLUE MOUNTAIN ACTION COUNCIL

BMAC: A nonprofit community action partnership serving Walla Walla, Columbia and Garfield counties

March 20, 2015

Sarah Killgore, Finance Director
City of College Place
625 S. College Ave.
College Place, WA 99362

Re: Renewal of Utilities Discount Program contract

Dear Sarah:

As you may know, Steven Moss retired as Blue Mountain Action Council's director in July 2014, and I am the agency's new CEO. As we move through my first year in this position, we are updating agreements and contracts as they come due.

BMAC has for many years contracted with the city to help low-income seniors and disabled people apply for the city's Utilities Discount Program, and we look forward to continuing this work. **Other than changing the BMAC CEO's name on the contract, we are not proposing any changes.**

Therefore, please find enclosed two signed originals of an updated 2015-16 contract for the utilities discount program for low-income seniors and disabled people. As in the past, the contract has no ending date, allows Blue Mountain Action Council to change the rate annually (subject to the city's approval), and allows either party to terminate the agreement with 30 days' notice. This practice has been in place since the 2006-07 agreement. The 2015-16 amount remains at \$10.00 per completed application. Bob Castoldi, BMAC's Energy Program Director, will continue working with your utility department staff.

If you are in agreement with this contract renewal, please sign both copies and return one for our records.

I understand that an article about this is published in the city's newsletter. People desiring to establish utility services discount eligibility should call Bob Castoldi at 529-4980, Ext. 129. Because his office hours are limited, interested people should call rather than come to BMAC's office.

We look forward to working with you in executing this renewed contract.

Sincerely,

Kathy Covey
Chief Executive Officer

KC:nb

Enclosures: Current contract
Rate addendum (to be signed)

LOW-INCOME SENIOR CITIZENS AND PEOPLE WITH DISABILITIES UTILITY SERVICES DISCOUNT

**CONTRACT AGREEMENT BETWEEN
BLUE MOUNTAIN ACTION COUNCIL
AND
CITY OF COLLEGE PLACE**

THIS AGREEMENT is entered into by and between BLUE MOUNTAIN ACTION COUNCIL, hereinafter referred to as "BMAC," and the CITY OF COLLEGE PLACE, hereinafter referred to as the "SUBCONTRACTOR."

Contract agreement purpose

This contract agreement's purpose is to determine eligibility of City of College Place residents for city-sponsored utility discounts.

Performance period

The period of performance of this contract shall commence on **April 1, 2015**, and shall remain in place until such time either party decides to end the contract by providing 30 days' notice.

IT IS, THEREFORE, MUTUALLY AGREED THAT:

Blue Mountain Action Council will:

1. Interview people one-on-one through scheduled appointments;
2. Review eligibility to include verification of age, current address, disability (if applicable) and annual income (at or below 125 percent of poverty as defined by the U.S. Government);
3. Provide written notification of eligibility to the City of College Place;
4. Keep source documentation and copy of utility discount authorization for three years.

City of College Place will:

1. Provide to BMAC the city-approved utility services discount forms;
2. Advertise/notify city residents of service (due to BMAC workload requirements, it is preferred to emphasize March through April of each year);
3. Pay BMAC at the annual mutually agreed-upon rate for each completed application.

Annual cost rate per completed application

BMAC and the City of College Place hereby agree that the per-completed-application fee charged by BMAC and paid by the city will be set before April 1 of each year. An annual rate agreement will be issued as a contract agreement addendum by BMAC and signed by both parties, thus setting the per-completed-application rate.

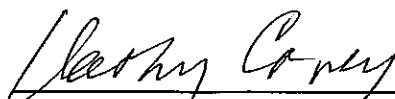
Liability

BMAC assumes no liability for wrongful determination based upon inaccurate or false information supplied by applicant.

Termination

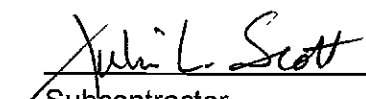
Except as otherwise provided in this agreement, either party may terminate this agreement upon 30 days' written notification. If this agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this agreement for performance rendered prior to the effective date of termination.

In witness whereof, the undersigned have affixed their signatures in execution thereof.



Kathy Covey, CEO
Blue Mountain Action Council

1/3/20/15
Date



Subcontractor
City of College Place

4/13/15
Date

