

**LOW-INCOME HOUSEHOLD WATER ASSISTANCE
PROGRAM VENDOR PAYMENT AGREEMENT *between***

**CITRUS COUNTY, FLORIDA
AND
FLORAL CITY WATER ASSOCIATION, INC.**

The undersigned home water supplier Floral City Water Association, Inc. (“Vendor”) and Citrus County, Florida (“Citrus County”) hereby agrees to and entered into this Agreement to receive vendor payments from the Low-Income Household Water Assistance Program (LIHWAP) (“Agreement”).

This Agreement shall govern the purchase of water services from the Vendor on behalf of applicants eligible for the LIHWAP. As set by Term Eleven in the supplemental terms and conditions, Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the coronavirus, 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 preventions of disconnection of service, and rate reduction to eligible households for such services. This Agreement is a contract between Citrus County and Vendor 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 Vendor are governed by and subject to the federal and state laws and regulations in accordance with the Low-Income Household Water Assistance Program supplemental terms and conditions.

NOW, THEREFORE, in consideration of the foregoing recital which is incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by the Vendor and Citrus County, the parties agree and stipulate as follows:

1. Purpose

This Agreement shall govern the purchase of water services from the Vendor on behalf of applicants eligible for the Low-Income Household Water Assistance Program (LIHWAP). As set by Term Eleven in the supplemental terms and conditions, Federal funds awarded under this grant 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 preventions of disconnection of service, and rate reduction to eligible applicants for such services. This Agreement is a contract between Citrus County, and Vendor 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 Vendor are governed by and subject to the federal and state laws and regulations in accordance with the Low-Income Household Water Assistance Program supplemental terms and conditions.

2. Period of Agreement

This Agreement will begin on September 27, 2022, and end on September 30, 2023. The Agreement will be reviewed/renewed no later than September 30, 2023. This Agreement shall be reviewed by both parties at least every two years.

3. Modifications of Agreement

Any and all modifications to this Agreement shall be in writing and agreed upon by both parties.

4. Termination of Agreement

- a. This Agreement will terminate effective immediately upon determination by Citrus County that the Vendor is not in compliance with the terms of this Agreement. The Vendor will be notified within 15 calendar days after the termination.
- b. Either Citrus County or the Vendor may terminate this Agreement without cause and without cost by giving the other party at least 30 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.
- c. If the Department of Economic Opportunity (“DEO”) terminates the Federally Funded Subgrant Umbrella, this agreement will terminate three days after Citrus County receives written notification of cancellation from DEO.

5. Notice and Contact

All notices provided by Citrus County and the Vendor shall be in writing using the contact information provided below.

The name and address of the Citrus County representative is:

Michelle Alford, Housing Services Director
2804 W. Marc Knighton Ct., Suite 12, Lecanto, FL 34461
Phone number (352) 527-7520

The name and address of the Vendor representative is:

Tim Wilson, CEO
PO Box 597, Floral City, FL 34436
Phone number (352) 726-3366

If a different representative or address is designated by either party after the execution of this Agreement, written notice of the name, title and address of the new representative will be provided to the other party.

6. Vendor Responsibilities

The Vendor shall:

- a. Provide Citrus County a copy of the Employer Identification Number document or Social Security card which was issued to the Vendor, and which displays the number used by the IRS as the Vendor's tax identification number.
- b. Provide Citrus 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 Citrus County immediately when the tax identification number is changed. A new W-9 form will be completed and returned to Citrus County.
- d. Notify Citrus 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 Citrus County if the Vendor owner or other employees are employed by Citrus County as well as if a member of his/her immediate family is employed by Citrus 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]

Citrus County will evaluate the relationship to determine if there is a conflict of interest that will preclude the Vendor from providing LIHWAP services to a designated locality(s). (Conflict of Interest is defined as a situation that has the potential to undermine the impartiality of a person in an official position because of the possibility of a clash between the person's self-interest and professional interest or public interest.)

- f. Not serve as the Vendor 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 Vendor for a dwelling/property that s/he owns. [Applies to privately owned Water Companies]

Financial Information/Billing:

- h. Provide water and/or wastewater services to each eligible and approved applicants for which payment is provided under LIHWAP. That payment shall be only for water related elements of a utility bill and no electric charges may be paid except if required by the Vendor to resolve the crisis and no other resources to pay that portion of the bill can be secured by the household or Citrus County.
- i. Charge LIHWAP applicants using the Vendor's normal billing process.
- j. Restore water services upon payment unless the payment will not result in water restoration.
- k. After receiving LIHWAP payment for restoration of water services, maintain services for at least 90 days.

- l. Charge all LIHWAP eligible applicants 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.
- m. Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds.
- n. Not apply LIHWAP payments to commercial accounts. LIHWAP payments should only be applied to residential accounts.
- o. Not discriminate against a LIHWAP eligible household with respect to costs of goods, services provided, terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers.
- p. Post all payments to customer accounts within 3-5 business days. 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.
- q. Clearly enter on LIHWAP applicant's bill, the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from the LIHWAP.
- r. Provide a statement to LIHWAP applicant clearly indicating the cost of home drinking water and/or wastewater services provided.
- s. Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to Citrus County, in compliance with LIHWAP Vendor Refund Policies, no later than 45 days following the end of the program year 2023.
- t. Shall return LIHWAP payments to Citrus County which were allocated for an applicant when the Vendor is made aware the payments cannot be applied to the applicant's accounts unless Citrus County approves the application of the allocated LIHWAP Payments to another applicant's account.
- u. Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- v. Cooperate with any Federal, State, or local investigation, audit, or program review. The Vendor shall allow Citrus County representatives access to all books and records relating to LIHWAP applicant for the purpose of compliance verification with this Agreement.
- w. 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.

- x. Take corrective action in the time frame specified by Citrus County if violations of this Agreement are discovered. 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 Vendor into compliance.
- y. Understand that failure to implement corrective actions may result in the immediate disqualification from participation in the LIHWAP.
- z. Will obtain payment for costs associated with illegal activities such as a bad check or meter tampering from the household not Citrus County.
- aa. Shall assist Citrus County to verify the applicant's information and in the case of crisis assistance, make timely commitments to resolve the crisis and shall implement a process to verify the current amount owed and the amount necessary to resolve the crisis situation.

Data Collection:

The data must be provided within a time frame specified by Citrus County and must be provided in the format requested by Citrus County. The data must be provided to Citrus County (or an authorized agent for Citrus County) for the purposes of verification, research, evaluation, analysis, and reporting. The household's signed LIHWAP application will authorize the Vendor to release this information to Citrus County.

- bb. Provide, at no cost to Citrus County or the household, the data requested below by or on behalf of Citrus County, as set forth in the supplemental terms and conditions.
 - Provide written information to Citrus 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.
 - Provide the itemized amount, cost, and type of water assistance and services provided for applicants approved for assistance under this award.
 - Provide the type of water assistance used by applicant, i.e., drinking water, wastewater etc.
 - Identify the impact of each grantee's LIHWAP program on recipient and eligible applicant (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff).
 - Notify Citrus County of any household situation that threatens life, health, or safety.

7. Joint Duties

Both the Vendor and Citrus County agree to meet with designated staff bi-annually to review any recommendations, accomplishments, unmet needs, and lessons learned as specified in the supplemental terms and conditions.

8. 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 Vendor 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 and state law relating to discrimination.
- c. **CONFIDENTIALITY:** The Vendor and Citrus County agree that any information and data obtained as to personal facts and circumstances related to applicants shall be collected and held confidential, during and following the term of this Agreement, and shall not be disclosed without the individual's and Citrus County's written consent and only in accordance with federal or state law. Vendors 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 Citrus County of any breach or suspected breach in the security of such information. The Vendor shall allow Citrus County to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.
- d. **SUBCONTRACTS:** Citrus County reserves the right to require the Vendor to obtain permission to subcontract any portion of the work. If requested by Citrus County, the Vendor shall furnish Citrus County the names, qualifications, and experience of their proposed subcontractors. The Vendor 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 Vendor 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 Citrus County or knowingly allowing others to do so; intentional failure to notify Citrus County of a change in circumstances that affects payments received by the Vendor; intentionally accepting payments that the Vendor knows, or by reasonable diligence would know, the Vendor is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for a payment to

which the Vendor 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:** For overpayments received by the Vendor that are not the result of intent to defraud, the Vendor shall be required to repay the full amount to Citrus County.
- g. **BINDING ON HEIRS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the respective successors and assign 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.
- j. **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and construed in accordance with Florida law. Each party shall be responsible for its own costs and attorneys' fees in the event of any litigation, dispute, claim, action, appeal, or administrative proceeding. In the event of any litigation, dispute, claim, action, appeal, or administrative proceeding, each party hereto consents to the personal jurisdiction and venue of a tribunal, or a court of subject matter jurisdiction located in Citrus County, Florida.

The parties to this Agreement acknowledge the responsibilities, specified above, and will provide the accomplishment of this service in a mutually acceptable and efficient manner.


CITRUS COUNTY, FLORIDA
a political subdivision of the State of Florida

**FLORAL CITY WATER
ASSOCIATION, INC.**

BY: _____
Ronald E. Kitchen Jr., Chairman

Board of County Commissioners
of Citrus County, Florida

DATE: _____

BY:  _____
Authorized Signature
NAME: Tim Wilson

TITLE: CEO

DATE: 8/31/2022