

REQUEST FOR LEGAL SERVICES

RECEIVED

By Corporation Counsel at 5:35 pm, May 29, 2023

Date: May 26, 2023
From: Nohelani U'u-Hodgins, Chair
Government Relations, Ethics, and Transparency Committee

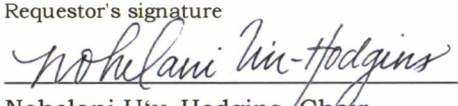
TRANSMITTAL

Memo to: DEPARTMENT OF THE CORPORATION COUNSEL
Attention: Bradley Sova, Esq.

Subject: BILL 39 (2023), RELATING TO AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE DEPARTMENT OF HUMAN SERVICES, STATE OF HAWAII, FOR THE LOW-INCOME HOME WATER ASSISTANCE PROGRAM (GREAT-10)

Background Data: Please see attached bill. Please submit your response to great.committee@mauicounty.us with a reference to GREAT-10.

Work Requested: ☒ FOR APPROVAL AS TO FORM AND LEGALITY
☐ OTHER:

Requestor's signature  Nohelani U'u-Hodgins, Chair	Contact Person <u>Kasie Apo Takayama</u> (Telephone Extension: <u>7665</u>)
--	--

☐ ROUTINE (WITHIN 15 WORKING DAYS) ☐ RUSH (WITHIN 5 WORKING DAYS)
☐ PRIORITY (WITHIN 10 WORKING DAYS) ☐ URGENT (WITHIN 3 WORKING DAYS)

☒ SPECIFY DUE DATE (IF IMPOSED BY SPECIFIC CIRCUMSTANCES): May 30, 2023, at 9:00 a.m.
REASON: For posting on June 6, 2023, Council meeting agenda.

FOR CORPORATION COUNSEL'S RESPONSE

ASSIGNED TO: <u>CPR</u>	ASSIGNMENT NO. <u>2023-0138</u>	BY: <u>GMR</u>
-------------------------	---------------------------------	----------------

TO REQUESTOR: ☐ APPROVED ☐ DISAPPROVED ☐ OTHER (SEE COMMENTS BELOW)
☐ RETURNING--PLEASE EXPAND AND PROVIDE DETAILS REGARDING ITEMS AS NOTED

COMMENTS (NOTE - THIS SECTION NOT TO BE USED FOR LEGAL ADVICE): _____

DEPARTMENT OF THE CORPORATION COUNSEL

Date 5/30/2023

By 

(Rev. 7/03)

great:ltr:010acc01:kmatt

Attachment

ORDINANCE NO. _____

BILL NO. **39, CD1** (2023)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF THE COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE DEPARTMENT OF HUMAN SERVICES, STATE OF HAWAII, FOR THE LOW-INCOME HOME WATER ASSISTANCE PROGRAM

BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

SECTION 1. Purpose. The Department of Human Services for the State of Hawaii administers its Low-Income Home Water Assistance Program, which provides payments to qualified households to prevent termination of water or wastewater service or to restore terminated water or wastewater service. The Department of Human Services seeks to enter an agreement with the County of Maui to directly pay the Department of Water Supply and the Department of Environmental Management for the water and wastewater bills of qualified households.

The Department of Human Services and the County of Maui desire to enter into the Low-Income Home Water Assistance Vendor Agreement, attached as Exhibit “1.”

Section 2.20.020, Maui County Code, provides that, unless authorized by ordinance, the Mayor may not enter into any intergovernmental agreement or any amendment that places a financial obligation upon the County or any County department or agency.

SECTION 2. Council authorization. The Council authorizes the Mayor or an authorized representative to execute the Low-Income Home Water Assistance Vendor Agreement, all necessary documents relating to the Agreement, and any necessary amendments to the Agreement.

SECTION 3. Effective date. This Ordinance takes effect upon approval.

APPROVED AS TO FORM AND LEGALITY:



Department of the Corporation Counsel
County of Maui

great:misc:010abill01:dr

INTRODUCED BY:

A handwritten signature in cursive script, appearing to read "Alice L. Lee".

ALICE L. LEE

Upon the request of the Mayor.

JOSH GREEN, M.D.
GOVERNOR
KE KIA'ĀINA



CATHY BETTS
DIRECTOR
KA LUNA HO'OKELE

JOSEPH CAMPOS II
DEPUTY DIRECTOR
KA HOPE LUNA HO'OKELE

STATE OF HAWAII
KA MOKU'ĀINA O HAWAI'I
DEPARTMENT OF HUMAN SERVICES
KA 'OIHANA MĀLAMA LAWELawe KANAKA
BENEFIT, EMPLOYMENT AND SUPPORT SERVICES DIVISION
1010 Richards Street, Suite 512
Honolulu, Hawaii 96813

Low-Income Home Water Assistance (LIHWAP) Vendor Agreement

This agreement is entered into by and between the State of Hawaii, Department of Human Services, Low-Income Home Water Assistance Program (LIHWAP), "Agency", and Department of Water Supply, County of Maui, "Vendor".

PURPOSE

Public Law No: 116-260 signed on December 27, 2020, included funding with instructions for the Administration for Children and Families (ACF) within the U.S. Department of Health and Human Services (HHS) to carry out grants to assist low-income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services, by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. This act requires that certain assurances be satisfied before assistance payments are made, on behalf of eligible individuals, to suppliers of drinking water and wastewater. This agreement defines the conditions that the Vendor must agree to so that the Agency can make assistance payments to the Vendor on behalf of eligible households.

Agency Responsibilities

The Agency shall:

1. Determine LIHWAP applicant payments based on the eligibility determination made by Community Action Agencies, "CAA". The CAA are Honolulu Community Action Program, Hawaii County Economic Opportunity Council, Kauai Economic Opportunity, and Maui Economic Opportunity.
2. Follow procedures that minimize the time elapsing between the receipt of LIHWAP funds and their disbursement to Vendor.
3. Make payments in a timely manner to the Vendor on behalf of eligible households.
4. Follow sound fiscal management policies, including, but not limited to segregation of LIHWAP funds from other operating funds of the Agency.
5. Notify applicant of their eligibility and benefit amount.
6. Incorporate policies that assure the confidentiality of eligible household's water use, balance, and payments.

Vendor Responsibilities

The Vendor shall:

1. Inform and refer interested customers to appropriate provider agencies to apply for LIHWAP.

EXHIBIT "1"

AN EQUAL OPPORTUNITY AGENCY

2. Assist the Agency and CAA with the applicant's account information for LIHWAP processing.
3. Post LIHWAP credit/payment against recipient account balances monthly until all the credit is spent.
4. Assure all LIHWAP households are not discriminated against.
5. Safeguard all information that identifies households as LIHWAP applicants or recipients. LIHWAP client record or LIHWAP database information may not be reviewed, released, inspected, or disclosed to any party for any other purpose than LIHWAP without specific consent from DHS. This applies to perpetuity, even though the program has ended.
6. Consider enrolling all eligible LIHWAP households in a discounted rate program, determined by Vendor. The households will be notified by Vendor of the enrollment in the program. The discounted rate will run for one calendar year from date of approval of LIHWAP.
7. Provide a contact person for Agency and CAA communication via email and/or phone.
8. Provide customers copies of their termination bills as requested.

Special requirements for Water Crisis Intervention (WCI)

The Vendor shall:

1. Water service for eligible WCI households shall be restored no later than forty-eight hours after approval.
2. Water service shall be restored no later than eighteen hours after approval when the household is in a life-threatening situation.
3. Assist in identifying households in life-threatening situations.
4. Meet with the applicant whose disconnection bill exceeds \$1,000 to prepare a payment agreement plan. Completed plan is sent to appropriate CAA to approve WCI.
5. Keep accounts open and waive late fees as WCI payment is being processed. This request for waiver does not apply to late payments that are the separate responsibility of the customer.
6. Accept WCI payment amount as determined by the CAA.

Required Records for Audit

The Vendor shall keep records showing the following:

1. Name and address of households who received LIHWAP payments.
2. Amount of assistance accrued to each household.
3. Source of payment.
4. Amount of the household's credit. This credit balance also needs to show on all customer billing documents.

OTHER PROVISIONS

Credit Balances

In the event a customer has a credit balance and no longer needs service from the Vendor, the Vendor shall forward a check in the amount of the remaining credit balance to the Agency.

Term of Agreement

This agreement is effective from the date of execution.

Termination of Agreement

This agreement may be terminated by either party with a thirty (30) day written notice to the other party. Termination shall not extinguish authorized obligations incurred during the term of the agreement. If LIHWAP funding is withdrawn, reduced, or eliminated the Agency has the right to terminate this agreement immediately.

Assignment of Agreement

Neither party may assign the agreement or any of the rights, benefits and remedies conferred upon it by this agreement to a third party, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The Vendor and the Agency do hereby agree to the conditions set forth in this agreement

Agency

Signature

Printed name

Title

Name of Company

Date**Vendor**

Signature

Printed name

Title

Name of Company

Date