

NF  
SS Karep  
Hamperle

FILED  
90.006

INTERLOCAL AGREEMENT

'90 FEB 21 A8:17

This Agreement is made and entered into by and between the Department of Human Resources, Welfare Division (hereinafter referred to as "Division") and Douglas County (hereinafter referred to as "County").

BY [Signature] DEPUTY

I. PURPOSE AND OBJECTIVES

The Energy Crisis Intervention Program (ECIP) provides energy assistance to eligible households who are experiencing an energy related emergency caused by the loss or potential loss of heating or cooling in a household.

The Division is the single state agency responsible for implementation of ECIP in accordance with the Omnibus Reconciliation Act of 1981 (Public Law 97-35), the federal regulations contained in 45 CFR Part 96, and the State Plan. The County assists the Division in the administration of the program by providing the services designated within this agreement.

Therefore, in consideration of the mutual promises made by the parties hereto:

II. DIVISION AGREES TO:

- A. Allocate funds to be used to reimburse vendors who accept approved vouchers from your County for the purpose of Energy Crisis Intervention Program (ECIP) payments;
- B. Supply payment vouchers, applications, worksheets, instructions, and informational materials as needed, at no cost to your County;
- C. Be available for technical assistance; and
- D. Assemble and maintain a file of ECIP materials sent in by your County for ongoing monitoring of eligibility and energy related criteria.
- E. Process vouchers and make the vendor payments.
- F. Maintain program statistics and payment reports.

III. COUNTY AGREES TO:

- A. Interview ECIP applicants and determine eligibility based on established program guidelines as stated on ECIP form instructions;
- B. Submit to the Division a copy of the completed ECIP application, supporting income verification documents, eligibility worksheet, and voucher for each client found eligible for assistance no more than 5 days from voucher date. If not eligible, a copy of the application and worksheet is sent to the Division within 5 working days from the application's filing date;

220422

- C. Maintain a log of applications and vouchers issued to ensure the allocated funding is not exceeded.
- D. Ensure that only as much assistance as is actually needed to solve the client's immediate crisis is granted to the client. The maximum amount of assistance, regardless of how many vendors ultimately share in the payment, is \$200 unless the State ECIP manager authorizes a higher payment;
- E. Ensure that no ECIP assistance will be issued if the client's energy-related emergency cannot be solved with the maximum allowable ECIP grant;
- F. Work with participating ECIP vendors to maintain, establish or re-establish utility service; or to deliver energy products; or to contract for repair work to energy equipment or systems for eligible ECIP clients within the 48 hour time limit as mandated in the federal statute (18 hours if the client is experiencing a life-threatening situation);
- G. Ensure that ECIP monies will not be paid for a terminated account unless the vendor agrees to re-establish the account;
- H. Ensure that only one ECIP grant per season per client household is issued, regardless of the total related or non-related individuals that reside in that household, unless prior authorization has been given from the State Program Manager. Contact must be made with other local intake sites when applicable to ensure duplicate assistance is not issued;
- I. Adhere to all federal civil rights mandates and shall inform clients of their rights under the program and under federal law;
- J. Make provision for clients who are homebound due to physical or mental impairments to access the program using home visits and/or telephone interviews.

IV. BOTH PARTIES AGREE TO:

- A. Maintain a record of amount of money expended on program clients to ensure that no more than the total operating funds allotted to the ECIP site has been expended at any given time;
- B. Not use or disclose any information concerning a recipient of services under this Agreement for any purpose other than the administration of the ECIP program; and
- C. Permit authorized state and federal personnel to monitor and/or audit the activities, procedures, cases, and accounting records that are subject to this Agreement, and to develop correctional plans to rectify any exceptions noted in monitoring and/or audit reports that place their office out of compliance with this Agreement or federal/state statutes and regulations.

220422

V. TERM

This Agreement shall be in effect from February 1, 1990 and shall terminate on September 30, 1990.

VI. AMENDMENT OR MODIFICATION

This constitutes the entire Agreement between the parties and may only be modified by a subsequent written agreement signed by both parties.

VII. CANCELLATION CLAUSE

This Agreement may be revoked without cause by either party prior to the completion date, provided that a revocation shall not be effective until thirty (30) days after a party has served written notice of revocation to the other party.

VIII. GENERAL PROVISIONS

- A. This Agreement will not become effective until approved by the Attorney General as required by Nevada Revised Statutes 277.140.
- B. Approval by the Nevada State Board of Examiners is not required in Interlocal Agreements between two or more public agencies as cited in Section 0318.0 of the State Administrative Manual for the State of Nevada.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officials on the day and year indicated herein.

DOUGLAS COUNTY

NEVADA STATE WELFARE DIVISION

By [Signature] 2/11/90  
 Chairman Date

By [Signature] 2-11-90  
 Linda A. Ryan Date  
 Administrator

Approved as to Form Only:

APPROVED AS TO FORM ONLY:  
 Brian McKay  
 Attorney General

By [Signature] 2/8/90  
 District Attorney Date

By [Signature] 2/9/90  
 Deputy Attorney General Date

**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

**SEAL**

DATE: February 21, 1990  
[Signature] Clerk of the 9th Judicial District Court  
 of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

220422

BOOK 290 PAGE 2428

REQUESTED BY  
**DOUGLAS COUNTY**

**IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA**

'90 FEB 21 A8:53

SUZANNE BEAUDREAU  
RECORDER

**220422**

\$ ~~0~~ PAID K18 DEPUTY

BOOK **290** PAGE **2429**