MEMORANDUM OF AGREEMENT
Between
Affordable Housing Provider
And
Seattle City Light
For
Low Income Certification

This Memorandum of Agreement ("Agreement") between the City of Seattle by and through its Seattle City Light Department ("City Light"), a municipal corporation located at 700 Fifth Avenue, Suite 3200, PO Box 34023, Seattle, WA 98124, and (Affordable Housing Provider), a non-profit housing provider, sets forth the terms and working guidelines for providing certification services related to customer/tenant participation in the Utility Discount Program ("Program"). This Agreement identifies the roles and responsibilities for the respective parties in facilitating the application, eligibility determination, and approval process for eligible (Affordable Housing Provider) residents seeking participation in the Program.

BACKGROUND.
Since the early 1980's, the Program has provided reduced utility rates to thousands of qualified City Light and Seattle Public Utilities ("SPU") customers. Customers who qualify and are enrolled in the Program who rent and do not have their own SPU account, may receive the benefit of the SPU discount applied to their City Light account.

As a non-profit low-income housing provider, (Affordable Housing Provider) addresses the affordable housing needs of customers of City Light who meet certain eligibility standards. (Affordable Housing Provider)'s prospective residents must verify that they meet specific income criteria. All (Affordable Housing Provider) residents must maintain individual utility accounts with City Light.

ROLES AND RESPONSIBILITIES.
(Affordable Housing Provider) agrees to:

- For new tenants:
    - Review and certify that the resident's household income documentation and identification are on file with (Affordable Housing Provider);
    - Provide the Program with a signed original of the Verification Review and Application ("VRA") substantially in the form of Attachment A, certifying that all necessary and appropriate documentation is on file with (Affordable Housing Provider) as part of the initial application/eligibility determination;
    - Forward new applicant/customer information to SCL within one week;
- Upon request and within a reasonable period of time, make (Affordable Housing Provider) resident records available for inspection by the Program, auditors or other City of Seattle authorized representatives;
- Assist the Program in sharing information about the Program with (Affordable Housing Provider) tenants who might qualify for the program via building newsletters, Program brochures, etc.

The Program agrees to:

- Review and approve eligible (Affordable Housing Provider) residents for the Program who have submitted a completed VRA signed by an authorized (Affordable Housing Provider) representative;
- Verify that customers meet the income thresholds outlined in the attached Attachment B (eligibility guidelines are subject to change on an annual basis);
- Facilitate application of the reduced rate to eligible SCL and SPU customer utility billings;
- Through the standard re-certification process, provide qualified residents an opportunity to renew their eligibility after eighteen (18) months for low income customers and thirty-six (36) months for seniors (65 yrs +) from the date of their approval for inclusion in the Program.

TERM.
This Agreement shall take effect upon final signature by both parties and remain in effect for a period of eighteen (18) months from the date of final signature. Any modifications to this agreement and associated processes may be made upon agreement by both parties.

TERMINATION.
City Light may terminate this Agreement after providing 30 day written notice to Affordable Housing Provider of such termination. Affordable Housing Provider may terminate this agreement upon 30 day written notice to City Light of such termination. City Light may terminate this agreement for its own convenience by providing five (5) written days notice to Affordable Housing Provider.

CONSIDERATION.
In consideration for City Light providing eligible customers with discounted electric rates and electric conservation information which will help them better manage their financial resources allowing customers the opportunity to stay current on housing and utilities costs, Affordable Housing Provider will supply City Light with information outlined in “Roles and Responsibilities” above.

ASSIGNMENT.
This Agreement shall not be assigned in whole or in part by either Party without the prior written approval of the other Party. The Parties agree that such approval will not be unreasonably withheld.

NOTICES.
Unless otherwise provided in this Agreement, all notices, demands, requests, approvals or other communications which may be or are required to be given, served or sent pursuant to this Agreement shall be in writing and shall be hand-delivered, mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or delivered by overnight courier addressed as follows:

If to Affordable Housing Provider:
Housing Provider Executive

If to City Light:
Kelly Enright, Customer Care Director
Seattle City Light
700 5th Avenue, Suite 3200
Seattle, WA 98124

COMPLIANCE WITH LAW.
The Parties to this Agreement shall comply with all Federal, State, and local laws and ordinances.

AMENDMENT.
This Agreement shall not be amended or modified except in writing and signed by both Parties.

DISPUTES.
The Parties shall negotiate in good faith and use their reasonable best efforts to resolve any disputes that may develop under this Agreement. If the undersigned representatives of the Parties identified below cannot resolve a dispute, the dispute shall be referred to the Executive Director of Affordable Housing Provider, or their designee, and City Light's Director of Customer Care, or their designee, for further negotiation. Only upon failure to resolve the dispute within sixty calendar days may either Party pursue legal action.

ENTIRE AGREEMENT.
This Agreement and any written attachments or amendments thereto, constitutes the complete contractual agreement of the Parties and any oral representations or understandings not incorporated herein are excluded.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof, the Parties have executed this Agreement by having they representatives affix their signatures below.

SIGNATURES.

_____ _____
Housing Provider Executive Date

_____ _____
Kelly Enright, Customer Care Director Date
Seattle City Light
700 5th Avenue, Suite 3200, Seattle, WA 98124
(206)684-0675

ATTACHMENT A

City of Seattle
Affordable Housing/Seattle City Light
Utility Discount Program Verification Review and Application

Eligibility for the program is retroactive from the date the application is received.
Applications are processed in the order they are received.

DOCUMENTATION TO BE SENT TO UTILITY DISCOUNT PROGRAM

1. IDENTIFICATION	Please provide copy of one of the following ***for each adult 18 years+, who is a household member:***

- State Driver's License
- State ID Card
- Passport
- Permanent Residence Card

*Note: This application and supporting documentation are only used to review eligibility for additional City benefits and will **NOT be shared** with U.S. Citizenship and Immigration Services (USCIS) or other government agencies.*

2. RESIDENT APPLICATION	Please complete resident application including City Light customer signature.

3. HOME PROVIDER VERIFICATION	Please sign below and return this form with copy of tenant identification(s) to Utility Discount Program (address below).

AFFORDABLE HOUSING PROVIDER VERIFICATION

Name of Housing Provider Organization	**Building Name**		
Building Street Address	**Apt#**	**City**	**Zip**
Housing Provider Staff Name:	**Contact Phone**	**Email**	

HOUSING PROVIDER SIGNATURE

As an authorized agent of the above noted Affordable Housing Provider, I certify that the information provided herein is accurate. I have reviewed the applicant's income information and verify that it meets the criteria provided by Seattle City Light related to participation in the Utility Discount Program.

Housing Provider Staff Signature:	**Date:**

FAX application and documentation to:
(206)287-5368

or Email application and documentation to:
SCL_RateAssistance@seattle.gov

Questions: *Please call (206)684-3417 or e-mail: SCL_RateAssistance@seattle.gov*
Seattle City Light Utility Discount Program, PO Box 34023, Seattle, WA 98124-4023

For Utility Discount Program Office Use Only

Seattle City Light Account Number:	**01-**	

RESIDENT APPLICATION

Primary Name on Seattle City Light Bill	Last	First	Middle	
Physical Address:	Street	Apt#	City	Zip
Mailing Address:	Street	Apt#	City	Zip
Phone and E-Mail	Primary Phone	Message Phone	Email	

HOUSING INFORMATION

Household members include everyone living in the home, regardless of age, whether or not they pay rent, and their relationship to applicant.

Name (Last, First)	DOB (mm-d-yyyy)	Sex	Relationship to Applicant/Self*	Gross Income	Income Source
		M ☐ F ☐	Applicant/Self	$_____/mo	
		M ☐ F ☐		$_____/mo	
		M ☐ F ☐		$_____/mo	
		M ☐ F ☐		$_____/mo	
		M ☐ F ☐		$_____/mo	
		M ☐ F ☐		$_____/mo	

*Spouse, Domestic partner, Adult – other, Child, Foster child/adult, Grandchild, Child-other, Applicant parent, Spouse parent

Total # in household: _____ (If more than 6, list other household members on a separate page.)

Total GROSS Household Income:_____

- **How do you heat your home?** ☐Electric ☐Gas ☐Propane ☐Oil ☐Wood ☐Portable Other: _____
- **Cable TV** customers may qualify for a low-income discount. If you subscribe to cable TV, which company? ☐Comcast ☐ Broadstripe ☐ Other: _____
- **Home Energy Visits** Seattle City Light will provide free home energy visits to help conserve energy for even more savings. Are you interested in scheduling a free home energy visit? ☐Yes ☐No

OPTIONAL INFORMATION

How do you identify yourself?: ☐American Indian, Alaska Native ☐Asian American, Asian ☐Black, African American, African ☐Hispanic, Latino ☐Hawaiian Native, Pacific Islander ☐White, Caucasian ☐Multi Racial ☐I prefer not to answer

What is your primary language: _____

APPLICANT SIGNATURE

I authorize the City to use these materials to enroll me in assistance programs for which I am eligible. I am aware that my information is subject to review and verification and that other documentation may be required. I grant permission to request or release information to, or from, the Seattle Housing Authority, Sec 8 HUD, King County Housing Authority, other government agencies, or their delegated agents; this may result in receipt or denial of City benefits. Submitting this application does not guarantee eligibility or enrollment in any programs. I certify that the information I provided is accurate and complete and that I may be subject to criminal prosecution if I have knowingly given false or misleading information. I understand that if I receive assistance and have not truly disclosed all information I will be terminated from the program(s) and the City may recover the actual cost(s) for the periods I was not eligible. I will notify the City of Seattle if my income or living situation changes.

Applicant Signature (must be primary City Light account holder):	Date:

ATTACHMENT B

Utility Discount Program income eligibility guidelines (1/1/2013):

Household Size	Gross Monthly Income	Gross Yearly Income
1	$2,506	$30,072
2	$3,277	$39,324
3	$4,048	$48,576
4	$4,820	$57,840
5	$5,591	$67,092
6	$6,362	$76,344
7	$6,507	$78,084
8	$6,651	$79,812
9	$6,796	$81,552
10	$6,940	$83,280
Each additional	$145	$1,740