

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: **December 15, 2015**

☒ **Consent** [] **Regular**
[] **Ordinance** [] **Public Hearing**

Department

Submitted By: Community Services

Submitted For: Division of Senior Services (DOSS)

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Memorandum of Understanding (MOU) with Indiantown Nonprofit Housing, Incorporated, with an expiration date of five (5) years from date of last signature, to coordinate referrals for Emergency Home Energy Assistance Program (EHEAP) clients.

Summary: The purpose of this MOU is to make and accept referrals for the Weatherization Assistance Programs (WAP) in DOSS's service area. The MOU details cooperative efforts and describes the actions that will be taken by both parties to assure coordination and referrals for EHEAP clients. No County funds are required. (DOSS) Countywide except for portions of Districts 3, 4, 5, and 7 south of Hypoluxo Road (HH)

Background and Justification: As part of the EHEAP program, DOSS is required to coordinate with the local WAP agency to develop a system by which elders who have received more than three (3) EHEAP benefits in an 18 month time frame and are homeowners are referred to a WAP provider. Weatherization Assistance Program provides funds to improve the energy efficiency of the homes of low-income seniors. The MOU will ensure coordination of services, avoid duplication of assistance and increase the quality of services provided to elderly participants.

Attachments: MOU with Indiantown Nonprofit Housing, Incorporated

Recommended By: [Signature] 11/23/15
Department Director Date

Approved By:  12/3/15
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes _____ No _____


Budget Account No.:

Fund _____ Dept _____ Unit _____ Object _____ Program Code _____ Program Period _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

No County funds are required.

C. Departmental Fiscal Review:


Taruna Malhotra, Director, Financial & Support Svcs.

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:


OFMB ^{JP} 11/25 ^{OK} 11/25/15


Contract Development and Control
B. Wheeler 12-3-15

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

Memorandum of Understanding

This Memorandum of Understanding is made as of the _____ day of _____, 20__, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Florida Not For Profit Corporation Indiantown Nonprofit Housing, Incorporated, authorized to do business in the State of Florida, whose address is 15516 SW Osceola Street, Suite D, Indiantown, FL 34956, hereinafter referred to as INPHI.

Under this Agreement, the County agrees to the following:

- a) To accept referrals from INPHI for Emergency Home Energy Assistance Program (EHEAP) services.
- b) To make referrals to INPHI for Weatherization Assistance Program (WAP) services.
- c) To notify INPHI when a referral cannot be served under EHEAP program and provide alternate referrals to consumers who are not eligible for EHEAP services.

Under this Agreement, the INPHI agrees to the following:

- a) To refer WAP service recipients who receive their services to DOSS for evaluation for provision of EHEAP services.
- b) To accept referrals for DOSS for WAP services.
- c) To notify DOSS when a referral cannot be severed under WAP and provide alternate referrals from DOSS for WAP services.

Termination: This agreement may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties, in writing. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The names of the contacts for each party to whom notice would be sent in the case of termination:

David Powers, President

Indiantown Non-Profit Housing, Inc. (INPHI)

(operating as the Weatherization Assistance Program (WAP) for Indian River County)

15328 SW Warfield Blvd.

Indiantown, FL 34956

Faith Manfra, Director

Division of Senior Services (DOSS)

Palm Beach County

(operation as the Emergency Home Energy Assistance Program EHEAP)

810 Datura Street, Suite 300


West Palm Beach, FL 33401

Terms of Memorandum: This Memorandum of Understanding is effective on the date of the last agency signature. The Memorandum will expire five (5) years from the date of signature.

Amendments will be made as deemed necessary and agreed to by the signing parties. In witness whereof, the parties have caused this two (2) page agreement to be executed by their undersigned officials as duly authorized.

Indiantown Non-Profit Housing, Inc.

PALM BEACH COUNTY, FLORIDA
A Political Subdivision of the State of Florida


Signature

Signature

DAVID POWERS
Print Name

~~Shelley Vana~~ Mary Lou Berger
Print Name

INDIAN EXECUTIVE DIRECTOR
Title

Mayor
Title

10/18/15
Date

Date


Attest:
Sharon R. Bock
Clerk and Comptroller

Approved as to form legal sufficiency

By: _____
Deputy Clerk

Assistant County Attorney

Approved as to terms and conditions


Department Director