

II. FISCAL IMPACT ANALYSIS


A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT					
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is item included in current budget? Yes No
 Does this item include the use of federal funds? Yes No -

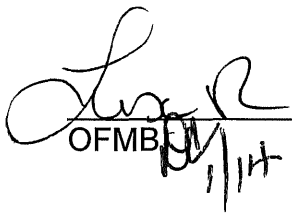
Budget Account No.:
 Fund _____ Dept _____ Unit _____ Object _____ Program Code _____ Program Period _____

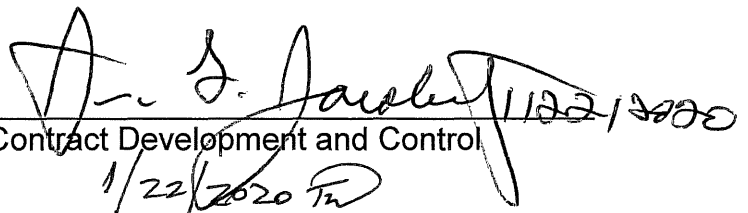
B. Recommended Sources of Funds/Summary of Fiscal Impact:
 No fiscal impact.

C. Departmental Fiscal Review: 
 Julie Dowe, Director, Financial & Support Svcs.

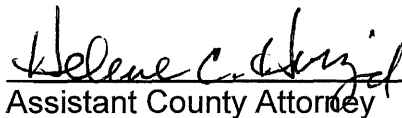
III. REVIEW COMMENTS

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

 1/15/2020
 OFMB 1/14 BR 1114

 1/22/2020
 Contract Development and Control

B. Legal Sufficiency:

 1-23-20
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Palm Beach County

AND

Area Agency on Aging of Palm Beach/Treasure Coast, Inc.

This Memorandum of Understanding (MOU) is made this ___ day of _____, 2020 between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter County, and the Area Agency on Aging of Palm Beach/Treasure Coast, Inc., operating for Planning and Service Area (PSA) 9, herein after referred to as Agency on Aging.

- 1. Objective:
 - a. To coordinate services, avoid duplication of assistance, and to increase the quality of services provided to elderly participants.

- 2. Under this MOU, the County agrees to the following:
 - a. To accept referrals from the Division of Senior Services for Palm Beach County (DOSS, 810 Datura Street, Suite 300, West Palm Beach, FL 33401; 561-355-4746- serving Hypoluxo Road North to county line) and Mae Volen Senior Center (1515 W. Palmetto Road, Boca Raton, FL 33486; 561-395-8920- serving Hypoluxo Road South to county line).
 - b. Notify DOSS and/or MVSC when a referral cannot be served under the LIHEAP Program, so that they may make other referrals on behalf of the consumer.

- 3. Under this MOU, the County agrees to the following:
 - a. Check LIHEAP records and Emergency Home Energy Assistance for the Elderly Program (EHEAP) records (for households with elderly members) to avoid duplicate crisis assistance payments during the same heating or cooling season.

- 4. Termination: Either party upon thirty (30)-calendar days notice may terminate this MOU without cause, unless both parties, in writing, mutually agree upon a lesser time. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

- 5. **Terms of Memorandum:** The term of this MOU shall be for one (1) year, starting February 1, 2020 and will automatically renew for four (4) one (1) year terms, unless either party notifies the other prior to the expiration of the initial term or any extended term of its intent not to renew in accordance with the time parameters stated herein.

Signature Authority

- I. The officials executing this MOU warrant and represent that they are authorized by their respective entity to enter into a binding MOU.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of
Florida
BOARD OF COUNTY COMMISSIONERS**

BY: _____
Deputy Clerk

BY: _____
Dave Kerner, Mayor

WITNESS:

AGENCY:

Area Agency on Aging of Palm Beach/Treasure
Coast, Inc.
AGENCY'S Name Typed

DocuSigned by:
Dwight Chenette
By: _____
CA35A48286BF4E7...
Signature

Dwight D. Chenette

65-0087858
AGENCY's Federal ID Number

AGENCY's Signatory Name Typed

Chief Executive Officer

AGENCY's Signatory Title Typed

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

APPROVED AS TO TERMS AND CONDITIONS:

Department of Community Services

Assistant County Attorney

DocuSigned by:
James Green
By: _____
BF34EF22BFD492...
James Green, Department Director

**MEMORANDUM OF AGREEMENT
BETWEEN PALM BEACH COUNTY
AND CITY OF LAKE WORTH BEACH**

This **Memorandum of Agreement** ("MOA") is made on the _____ day of _____, 20__ between **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "COUNTY") with its offices at 301 North Olive Avenue, West Palm Beach, FL 33401, and **City of Lake Worth Beach**, a Florida municipal corporation, with offices at 7 N. Dixie Highway, Lake Worth Beach, FL 33460 (hereinafter referred to as "CITY").

WHEREAS, the CITY provides water and electric utilities to its residents and those customers located within the CITY's service areas; and

WHEREAS, the COUNTY's Low Income Home Energy Assistance Program (LIHEAP) provides payments for eligible utility customers for assistance with utility payments; and

WHEREAS, the CITY and COUNTY desire to set forth the terms and conditions for the CITY's receipt of payments through LIHEAP; and

WHEREAS, the CITY and COUNTY find entering this MOU is in the best interests of the CITY and COUNTY and serves a valid public purpose.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the CITY and COUNTY agree as follows:

I. Statement of Work

CITY will provide utility services (water and electric) to its eligible customers in accordance with its rules and regulations. CITY will work in conjunction with the COUNTY, Community Action Program, to process payments on behalf of low-income customers. CITY agrees to satisfy its obligations set forth in this MOA in order to receive such payments for the home energy assistance, crisis, and weather related categories of the LIHEAP.

II. COUNTY Duties

A. COUNTY will provide flyers, inserts, and brochures (Spanish and Creole) to CITY for possible distribution to potentially eligible customers. Flyers can be accessed through Palm Beach County Community Services Department's Community Action Program's website:

<http://www.pbcgov.com/communityservices/programs/communityaction/services/utilityassistance.htm>.

B. COUNTY will make a commitment to an eligible customer's account within one hour of approving an eligible customer's LIHEAP application by sending, via email, an Approval Notice (1st time commitment letter) to the designated CITY representative(s); however, prior to the COUNTY making a commitment, all requirements of the LIHEAP must be met. The CITY will not accept commitments which fail to meet all requirements. The 1st time commitment letter will be set to last up to 45 days.

C. Only COUNTY LIHEAP processor working with a designated CITY representative will have the authority to make commitments to resolve a crisis.

D. COUNTY will fulfill commitments made to CITY by sending a check within 45 days of the application approval date, on behalf of the LIHEAP eligible customer.

- E. Second time commitments will be sent by the Grant Compliance Specialist or a designee via email to the designated CITY representative(s). However, prior to the COUNTY making a second time commitment, all requirements of the LIHEAP must be met for such commitment. The CITY will not accept second time commitments which fail to meet all requirements.
- F. COUNTY will provide an Approval Notice to the eligible customer that will include the eligible customer's name (as set forth on the utility account), the amount of the commitment, and the commitment's expiration date. The notice will state that it cannot be used to request services or demand payment from CITY.
- G. COUNTY will notify CITY of withdrawal or change of benefit amounts via email to the designated CITY representative(s). A LIHEAP Benefit Update Form will be sent by the Grant Compliance Specialist or designee within 24 hours after identification of a change. The withdrawal or change of benefit amounts shall not become effective until 24 hours after receipt of the Update Form by the CITY. The COUNTY shall be responsible for all rescinded commitments which result in the account having an outstanding balance.
- H. COUNTY will only pay the energy related elements of a utility bill. No water or sewage charges will be paid except if required by CITY to resolve the crisis and no other resources to pay that portion of the bill can be secured by the LIHEAP eligible customer.
- I. COUNTY will not make payments for charges that have resulted from illegal activities such as meter tampering. Those charges are the responsibility of the customer.
- J. Prior to requesting any account information from the CITY, COUNTY will collect signed Authorization for Release of General and/or Confidential Information for LIHEAP Data from each eligible customer and ensure the signed releases are available for inspection by CITY.

III. CITY Duties

- A. CITY will work with COUNTY and the eligible customer in order for the eligible customer to provide appropriate bill documentation to the COUNTY for initial deposits or payments. The letter/bill will list the account holder's name, account number, service address, and the amount that is currently due.
- B. CITY will provide a customer service phone number that will allow the LIHEAP representative to verify account information, current amount owed and the amount needed to resolve a crisis.
- C. CITY will post a commitment to the account listed on the Approval Notice within one business day of receipt of the email message. (Possible exceptions to this include, but are not limited to, municipal-observed holidays.)
- D. If the services to the account number listed on the commitment are disconnected when CITY receives the Approval Notice, and the account is then eligible for reconnection, CITY will follow its normal reconnection schedule. The CITY will use its best efforts to reconnect the account as soon as possible and consistent with the CITY's reconnection policy after the CITY receives the Approval Notice and the account is eligible for reconnection. Possible exceptions to this include, but are not limited to, outages due to storm and safety conditions that would prevent CITY from reconnecting services and the eligible customer failing to provide the CITY with confirmation that the breakers are "off" in order for the CITY to make the reconnection)
- E. CITY will consider reasonable extensions to a commitment made by COUNTY upon receipt of written request from COUNTY to the designated CITY representative(s).
- F. CITY will charge eligible customers through the CITY's normal billing process.
- G. CITY is aware that when the benefit amount does not pay for the complete charges owed by a customer, the customer is responsible for the remaining amount owed and may be subject to disconnection if the customer fails to timely pay the remaining amount owed.

- H. Households receiving LIHEAP assistance will be treated the same as similarly situated utility customers by the CITY. CITY will not discriminate, either in cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made by the COUNTY.
- I. When a LIHEAP payment cannot be applied to an eligible customer's account, CITY will return the funds to: Palm Beach Community Action Program, Attention: Gwen Whitfield, 810 Datura Street, West Palm Beach, FL 33401. COUNTY will apply these funds to another eligible customer's account.
- J. CITY is aware that as long as signed Authorizations for Release of General and/or Confidential Information for LIHEAP Data are collected and available, CITY will provide the requested customer data to the COUNTY and Florida Department of Economic Opportunity, if included in the signed Authorizations for Release of General and/or Confidential Information.
- K. CITY is a Florida municipality and is therefore not listed as a corporation with the State of Florida on <http://sunbiz.org/search.html> or SAMS at <https://sams.gov>.

IV. Term

The term of this MOA shall be for an initial term of one (1) year, starting _____, 2020, and will automatically renew for up to four (4) one (1) year renewal terms, unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew.

V. Agency Representatives

For the purpose of this MOA, the CITY and COUNTY representatives are:

For City of Lake Worth Beach

Donna Ryan-Ruiz
 414 Lake Avenue
 Lake Worth Beach, FL 33460
dryanruiz@lakeworthbeachfl.gov

For Palm Beach County

James Green
 Director, Community Services
 810 Datura Street
 West Palm Beach, FL 33401
 [need email address]

Each party may add or delete designated representative(s) upon written notice to the other party. Email may be utilized for this purpose.

VI. Miscellaneous Provisions

A. Default and Termination. If a party fails to fulfill its obligations under this MOU in a timely and proper manner, the party not in default shall have the right to terminate this MOU by giving written notice of any deficiency and its intent to terminate. The party in default shall then have thirty (30) days from receipt of notice to correct the stated deficiency. If the defaulting party fails to correct the deficiency within this time and unless otherwise agreed by the parties, this MOU shall terminate at the expiration of the thirty (30) day time period.

B. Severability. If any provision of this MOA is held invalid, the remainder of this MOA shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

C. Amendment. None of the provisions, terms, or obligations in the MOA may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the Parties hereto.

D. Waiver. It is hereby agreed to by the Parties that no waiver of a breach of any of the covenants or provisions of this MOA shall be construed to be a waiver of any succeeding breach of the same or any other covenant or provisions of this MOA. No waiver shall be effective unless in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this MOA specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

E. Palm Beach County Office of the Inspector General. Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of CITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

F. Exclusion of Third Parties. No provision of this MOA is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this MOA, including but not limited to any citizen or employees of COUNTY and/or CITY.

G. Enforcement Costs. Except as specifically stated herein with regards to rescinded commitments, any costs or expenses (including attorney's fees) associated with the enforcement of the terms and/or conditions of this MOA shall be borne by the respective Parties provided, however, that this clause pertains only to the Parties to this MOA.

H. Remedies. This MOA shall be construed by and governed by the laws of the State of Florida. Any and all legal actions necessary to enforce the MOA will be held in Palm Beach County. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

I. Construction. No party shall be considered the author of this MOA since the Parties hereto have participated in drafting this document to arrive at this final MOA. Thus, the terms of this MOA shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

J. Recitals. The recitals set forth in the whereas clauses herein are true and correct and are hereby incorporated herein by reference as if fully set forth herein.

K. Entire Understanding. This MOA and its provisions merge any prior agreements, if any, between the Parties hereto and constitute the entire understanding. The Parties hereby acknowledge that there have been and are no representatives, warranties, covenants, or undertakings other than those expressly set forth herein.

L. Authority. The officials executing this MOA warrant and represent that they are authorized by their respective entity to enter into a binding agreement.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, and the City of Lake Worth Beach have made and executed this Memorandum of Agreement on behalf of the COUNTY and the CITY on the day and year above written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of
Florida
BOARD OF COUNTY
COMMISSIONERS**

BY: _____
Deputy Clerk

BY: _____
Dave Kerner, Mayor

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

**APPROVED AS TO TERMS AND
CONDITIONS:**
Department of Community Services

By: _____
Assistant County Attorney

By: [Signature]
James Green, Department Director

**CITY OF LAKE WORTH BEACH, a
Florida municipal corporation**

Attest:

BY: [Signature]
Deborah M. Andrea, City Clerk

BY: [Signature]
Michael Bornstein, City Manager

Approved as to Legal Sufficiency:

BY: [Signature]
Glen J. Torcivia, City Attorney

