

PALM BEACH COUNTY
 BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 17, 2020 Consent Regular
 Ordinance Public Hearing

Department
 Submitted By: Community Services
 Submitted For: Community Action Program

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Low Income Home Energy Assistance Program Vendor Agreement with Florida Power & Light Company (FPL), for the period September 1, 2020 through August 31, 2025, to provide utility services to eligible participants.

Summary: The Low-Income Home Energy Assistance Program (LIHEAP) Federally Funded Subgrant Agreement No. 17EA-0F-10-60-01-023 (R2017-0996) requires the Community Action Program (CAP) to have agreements with local energy vendors. The State of Florida, Department of Economic Opportunity awarded CAP \$12,390,978 in LIHEAP funds. LIHEAP funding allows CAP to provide assistance to low-income households experiencing a home energy emergency. The agreement with FPL will allow CAP to process payments on behalf of low-income clients, therefore, avoiding disconnection of services for eligible participants. In Federal Fiscal Year (FFY) 2019, energy services were prevented from disconnection or restored through LIHEAP, to a total of 8,177 households. **No County funds are required.** (Community Action Program) Countywide (HH)

Background and Justification: LIHEAP requires CAP to have agreements with local energy vendors and agencies. The funds enable CAP to serve low-income households that are in crisis in order to prevent service interruption or restore utility services.

Attachments: Low Income Home Energy Assistance Program Vendor Agreement with Florida Power & Light Company

Recommended By: 10/28/2020
 Department Director Date

Approved By: 11/12/2020
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

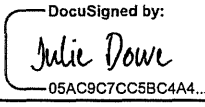
Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT					

No. ADDITIONAL FTE POSITIONS (Cumulative)					
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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:
 State of Florida, Department of Economic Opportunity. No County funding is required.


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

III. REVIEW COMMENTS

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

 10/30/2020
 OFMB
 11/10/2020
 Contract Development and Control
 11-10-20 TW

B. Legal Sufficiency:

 11/10/2020
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Low Income Home Energy Assistance Program Vendor Agreement

Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("Recipient"), and the undersigned energy vendor, Florida Power & Light Company ("Vendor"), hereby agree to the following conditions. Vendor customers who receive Low Income Home Energy Assistance Program ("LIHEAP") financial assistance are referred to as "Client(s)."

- a. The term of this Agreement shall be for one (1) year, starting September 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.
- b. Recipient's representative(s) authorized to resolve a crisis and make a payment commitment on behalf of a client are Authorized Recipient representatives (designated by the Agency) and James Green, Department Director, or Incumbent.
- c. Vendor's representative(s) authorized to resolve a crisis are FPL ASSIST Representatives and FPL East Area Special Consumer Services Manager, Della McCurdy, or Incumbent.
- d. Recipient shall make energy payments directly to Vendor on behalf of LIHEAP Clients through Recipient checks.
- e. Vendor assures that Vendor will treat no household receiving LIHEAP assistance in violation of any applicable law because of such assistance under applicable provisions of state law or public regulatory requirements.
- f. Vendor will not discriminate, either in the cost of goods supplied or the services provided contrary to applicable law against the eligible client on whose behalf the payments are made.
- g. Subject to the qualification in the next sentence of this paragraph, Recipient and Vendor agree that Vendor will endeavor to cause only energy-related elements of a utility bill to be considered for payment with LIHEAP funds. Notwithstanding anything to the contrary in this Agreement, recipient acknowledges that the Vendor cannot specifically apply payments or portions thereof specifically against energy-related charges, as Vendor payment processing always satisfies the oldest outstanding debit, regardless of debit type.
- h. Recipient may not pay for charges that result from illegal activities including but not limited to returned check fees, meter tampering and more.
- i. Vendor is aware that when the LIHEAP benefit amount does not pay for the complete charges owed by a client, the client is responsible for paying the remaining amount owed.
- j. Subject to the client providing a vendor-approved release and authorization to disclose to the Recipient certain client non-public information, vendor agrees to assist Recipient in verifying the LIHEAP client's account information and in the case of crisis assistance, make timely commitments to resolve the crisis, and (b) allow such Client's information to be collected and used by the Recipient as part of the Recipient's annual LIHEAP reporting performance measures. In addition and subject to the Vendor's privacy requirements, the Vendor agrees to verify for the Recipient the following client account

information: (1) current amount owed; (2) due date/disconnect dates; and (3) amount necessary to resolve the crisis.

- k. Recipient commits to make payments to Vendor no more than forty-five (45) calendar days from the commitment date.
- l. Vendor is aware that if LIHEAP payments made to Vendor cannot be applied to client's account, the funds will be returned to Recipient or, with Recipient's approval, applied to another eligible client's account.
- m. Vendor must be in "active" status with the state of Florida at <http://sunbiz.org> and vendor's name must be checked on SAM at <https://www.sam.gov>. The name on this Vendor agreement must match the legal business name on the State of Florida website.
- n. This Agreement must be signed by upper level management of both Recipient and Vendor authorized to enter into such commitments.
- o. This Agreement is governed by the laws of the State of Florida. Venue for litigation arising out of this Agreement shall be the courts of the State of Florida located in Palm Beach County, Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.
- p. Neither the vendor nor its parent, subsidiaries and any affiliated company of NextEra Energy, Inc. nor any of their respective officers, directors, agents and employees shall be liable to the Recipient for consequential, special exemplary, punitive, indirect or incidental losses or damages, including loss of use, cost of capital loss of goodwill, lost revenues or loss of profit under this Agreement. Vendor's aggregate liability to the Recipient with respect to all claims, demands, actions or losses arising as a result of or in any way connected with the performance or nonperformance by Vendor of its obligations under this Agreement shall in no event exceed with respect to each Client the applicable LIHEAP funds provided by the Recipient to Vendor under this Agreement on behalf of each client giving rise to the claim, demand, action, or loss. The foregoing limitation of liability shall not apply to claims, demands, actions, or losses based on personal injury, death, or property damages. This paragraph will survive the termination or expiration of the Agreement.
- q. Recipient is a subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, and is entitled to sovereign immunity. Recipient is responsible for its own negligence only to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to waive Recipient's sovereign immunity. Nothing herein may be construed as consent by Recipient to be sued by third parties in any manner arising out of any contract.
- r. The Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. It is also agreed that the facsimile or electronic signature of either Party shall be binding upon the same as if signed in the original.
- s. **Signature Authority**
The officials executing this agreement warrant and represent that they are authorized by their respective entity to enter into a binding agreement.

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: _____
, Mayor

WITNESS:

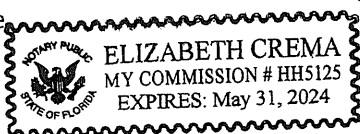
AGENCY:

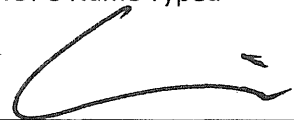


Signature

Florida Power & Light

AGENCY'S Name Typed



By: 

Signature

Name Typed

59-0247775
AGENCY'S Federal ID Number

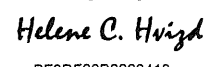
Christopher Chapel
AGENCY'S Signatory Name Typed

Vice President of Customer Service
AGENCY'S Signatory Title Typed

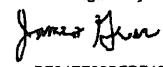
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS:

Department of Community Services

DocuSigned by:


BF3DF20B2223413...
Assistant County Attorney

DocuSigned by:

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