

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 2, 2023

Consent Regular
 Ordinance Public Hearing

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

EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Low-Income Household Water Assistance Program (LIHWAP) Vendor Agreements with the below-listed vendors, for the period August 1, 2022 through July 31, 2025, to provide financial assistance to maintain or restore water utility services to eligible residents of Palm Beach County, at no cost to the County:

- A) Seacoast Utility Authority;
- B) Village of Tequesta;
- C) Village of Wellington;
- D) City of Riviera Beach;
- E) Village of Palm Springs;
- F) Town of Jupiter;
- G) Town of Mangonia Park;
- H) Town of Lantana;
- I) City of Delray Beach;
- J) City of Lake Worth Beach; and
- K) City of Boynton Beach

Summary: LIHWAP funds allow Community Action Programs across the county to provide financial assistance to low-income households experiencing a water utility service emergency. The LIHWAP Federally Funded Subgrant Agreement No. E2016 (R2021-0783) requires that Palm Beach County Community Action Program (CAP) have agreements with local water utility vendors. On July 12, 2022, CAP received a Notice of Grant Award/Funding Availability (NFA) Modification from The State of Florida, Department of Economic Opportunity (FDEO) in the amount of \$2,234,474 in LIHWAP funds. On August 23, 2022, FDEO issued a second NFA Modification in the amount of \$2,819,509 in LIHWAP funds, for a total amount of \$5,053,983. The FDEO provided a waiver to Palm Beach County, which offered time for the County to enter into agreements with utility vendors, prevent gaps in services or avoid residents being without water. Therefore LIHWAP funding became effective August 1, 2022, and lasts for two years after the effective date of the last date signed of each program vendor agreement. These agreements with local water utility vendors will allow CAP to issue payments on behalf of low-income clients, therefore avoiding the disconnection of essential services for eligible participants. Funds will be provided directly to local water utility vendors to assist qualified households. In Federal Fiscal Year (FFY) 2022, water utility services were prevented from disconnection or restored through LIHWAP to a total of 466 households. Over the course of the agreements, the Community Action Program anticipates serving approximately 13,500 households in total. LIHWAP provides much-needed relief to low-income families that spend a high portion of their household income on water utility services. Under the Federally Funded Subgrant Umbrella Agreement No. E2016, Section 5, letter F – Funding Consideration, The State of Florida’s and DEO’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida. DEO shall have final authority as to both the availability of funds and what constitutes an “annual appropriation” of funds. The lack of appropriation or availability of funds shall not create DEO’s default under this Agreement. If there is a state or federal funding shortfall, then the funding otherwise made available under this Agreement may be reduced. (Community Action Program) Countywide (HH)

Background and Justification: The primary goal of LIHWAP is to maintain the continuity of water services. The program focuses on preventing disconnection and restoring water services in low-income households whose water services have been disconnected. LIHWAP is a federally funded program that further assists income qualified families with water and wastewater costs.

Attachments: Low-Income Household Water Assistance Program Vendor Agreements (11)

DocuSigned by:
 Recommended By: James E. Green Date: 3/31/2023
 Department Director
 Approved By: [Signature] Date: 4/14/2023
 Assistant County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures					
Operating Costs	4,196,144				
External Revenue	(4,196,144)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0	0			

No. ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes X No _____
 Does this item include the use of federal funds? Yes X No _____


Budget Account No.:

Fund 1009 Dept 145 Unit 1468 Object Var. Program Code Var. Program Period GY22

Fund 1009 Dept 145 Unit 1469 Object Var. Program Code Var. Program Period GY22

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

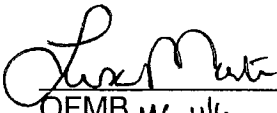
US Department of Health and Human Services, thru the Florida Department of Economic Opportunity.

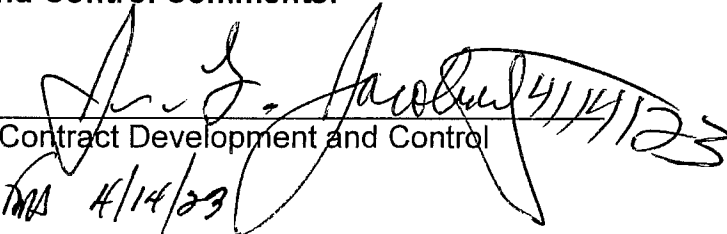
DocuSigned by:

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

III. REVIEW COMMENTS

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

 4/12/2023
 OFMB MG 4/6

 4/14/23
 Contract Development and Control
 TMS 4/14/23

B. Legal Sufficiency:

 4/14/23
 Assistant County Attorney

C. Department Review:

 Department Director

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

Low-Income Household Water 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 water utilities vendor, Seacoast Utility Authority ("Vendor"), hereby agree to the following conditions. Vendor customers who receive Low Income Household Water Assistance Program ("LIHWAP") financial assistance are referred to as "Client(s)."

- a. This Agreement will be effective on the last date signed below ("Effective Date") and will expire two years after the Effective Date. This Agreement shall be reviewed and, to the extent the parties agree on the terms and conditions, be renewed by both parties at least every two (2) years. Seacoast Utility Authority and Recipient may terminate the Agreement for convenience or cause, with thirty (30) day written notice to the other.
- b. Recipient shall make drinking or waste water payments directly to Vendor on behalf of LIHWAP Clients through Recipient checks.
- c. Vendor assures that no household receiving LIHWAP assistance will be treated in violation of any applicable law by Vendor because of such assistance under applicable provisions of state law or public regulatory requirements.
- d. 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.
- e. Recipient and Vendor agree that Vendor will endeavor to cause only water and waste-water related charges to be considered for payment with LIHWAP funds.
- f. Recipient may not pay for charges that result from illegal activities including, but not limited to returned check fees, meter tampering and more. Vendor is aware that such charges are the responsibility of the Client.
- g. Vendor is aware that when the LIHWAP benefit amount does not pay for the complete charges owed by a Client, the Client is responsible for paying the remaining amount owed.
- h. Subject to the Client providing a Vendor-approved release and authorization to disclose to the Recipient certain Client non-public information, Vendor agrees to: (a) assist Recipient in verifying the LIHWAP 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 monthly and quarterly LIHWAP 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.
- i. Recipient commits to endeavor to make payments to Vendor no more than forty-five (45) calendar days from the commitment date.
- j. Vendor is aware that if LIHWAP payments made to the 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.
- k. 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.

Low-Income Household Water Assistance Program Vendor Agreement

- l. This Agreement must be signed by upper level management of both Recipient and Vendor authorized to enter into such commitments.
- m. 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.
- n. Neither the vendor nor its parent, subsidiaries and any affiliated company of Seacoast Utility Authority, 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 losses based on personal injury, death, or property damages. This paragraph will survive the termination or expiration of the Agreement.
- o. 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.
- p. 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.
- q. **Signature Authority**
The officials executing this agreement warrant and represent that they are authorized by their respective entity to enter into a binding agreement.

Low-Income Household Water Assistance Program Vendor 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:
Joseph Abruzzo, Clerk & Comptroller

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

BY: _____
Deputy Clerk

BY: _____
Gregg K. Weiss, Mayor

WITNESS:

AGENCY:

By: Jessica Moore
Signature

Seacoast Utility Authority
Agency's Name Typed

Jessica Moore
Name Typed

BY: RBF
Signature

AGENCY's Federal ID Number

Executive Director
AGENCY's Signatory Title Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS & CONDITIONS:
Community Services Department

DocuSigned by:
Helene C. Hvizd
BF3DF20B2223413...
By: _____
Assistant County Attorney

DocuSigned by:
Taruna Mallotra
1459E4101F1049C...
BY: _____
Department Director

Low-Income Household Water 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 water utilities vendor, Village of Tequesta ("Vendor"), hereby agree to the following conditions. Vendor customers who receive Low Income Household Water Assistance Program ("LIHWAP") financial assistance are referred to as "Client(s)."

- a. This Agreement will be effective on the last date signed below ("Effective Date") and will expire two years after the Effective Date. This Agreement shall be reviewed and, to the extent the parties agree on the terms and conditions, be renewed by both parties at least every two (2) years. Village of Tequesta and Recipient may terminate the Agreement for convenience or cause, with thirty (30) day written notice to the other.
- b. Recipient shall make drinking or waste water payments directly to Vendor on behalf of LIHWAP Clients through Recipient checks.
- c. Vendor assures that no household receiving LIHWAP assistance will be treated in violation of any applicable law by Vendor because of such assistance under applicable provisions of state law or public regulatory requirements.
- d. 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.
- e. Recipient and Vendor agree that Vendor will endeavor to cause only water and waste-water related charges to be considered for payment with LIHWAP funds.
- f. Recipient may not pay for charges that result from illegal activities including, but not limited to, returned check fees, meter tampering and more. Vendor is aware that such charges are the responsibility of the Client.
- g. Vendor is aware that when the LIHWAP benefit amount does not pay for the complete charges owed by a Client, the Client is responsible for paying the remaining amount owed.
- h. Subject to the Client providing a Vendor-approved release and authorization to disclose to the Recipient certain Client non-public information, Vendor agrees to: (a) assist Recipient in verifying the LIHWAP 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 monthly and quarterly LIHWAP 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.
- i. Recipient commits to endeavor to make payments to Vendor no more than forty-five (45) calendar days from the commitment date.
- j. Vendor is aware that if LIHWAP payments made to the 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.
- k. 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.

Low-Income Household Water Assistance Program Vendor Agreement

- l. This Agreement must be signed by upper level management of both Recipient and Vendor authorized to enter into such commitments.
- m. 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.
- n. Neither the vendor nor its parent, subsidiaries and any affiliated company of Village of Tequesta, 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 losses based on personal injury, death, or property damages. This paragraph will survive the termination or expiration of the Agreement.
- o. 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.
- p. 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.
- q. **Signature Authority**
The officials executing this agreement warrant and represent that they are authorized by their respective entity to enter into a binding agreement.

Low-Income Household Water Assistance Program Vendor 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:
Joseph Abruzzo, Clerk & Comptroller

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

BY: _____
Deputy Clerk

BY: _____
Gregg K. Weiss, Mayor

WITNESS:

AGENCY:

By: Debra A. Telford
Signature

Village of Tequesta
Agency's Name Typed

Debra A. Telford
Name Typed

BY: Jeremy Allen Digitally signed by Jeremy Allen
Date: 2022.11.28 11:13:51 -05'00'
Signature

59-6044081
AGENCY's Federal ID Number

Village Manager
AGENCY's Signatory Title Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS & CONDITIONS:
Community Services Department

DocuSigned by:
Helene C. Hvizd
BF3DF20B2223413...
By: _____
Assistant County Attorney

DocuSigned by:
Taruna Malhotra
1459E4101F1049C...
BY: _____
Department Director



Low-Income Household Water 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 water utilities vendor, Village of Wellington ("Vendor"), hereby agree to the following conditions. Vendor customers who receive Low Income Household Water Assistance Program ("LIHWAP") financial assistance are referred to as "Client(s)."

- a. This Agreement will be effective on the last date signed below ("Effective Date") and will expire two years after the Effective Date. This Agreement shall be reviewed and, to the extent the parties agree on the terms and conditions, be renewed by both parties at least every two (2) years. Village of Wellington and Recipient may terminate the Agreement for convenience or cause, with thirty (30) day written notice to the other.
- b. Recipient shall make drinking or waste water payments directly to Vendor on behalf of LIHWAP Clients through Recipient checks.
- c. Vendor assures that no household receiving LIHWAP assistance will be treated in violation of any applicable law by Vendor because of such assistance under applicable provisions of state law or public regulatory requirements.
- d. 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.
- e. Recipient and Vendor agree that Vendor will endeavor to cause only water and waste-water related charges to be considered for payment with LIHWAP funds.
- f. Recipient may not pay for charges that result from illegal activities including, but not limited to returned check fees, meter tampering and more. Vendor is aware that such charges are the responsibility of the Client.
- g. Vendor is aware that when the LIHWAP benefit amount does not pay for the complete charges owed by a Client, the Client is responsible for paying the remaining amount owed.
- h. Subject to the Client providing a Vendor-approved release and authorization to disclose to the Recipient certain Client non-public information, Vendor agrees to: (a) assist Recipient in verifying the LIHWAP 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 monthly and quarterly LIHWAP 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.
- i. Recipient commits to endeavor to make payments to Vendor no more than forty-five (45) calendar days from the commitment date.
- j. Vendor is aware that if LIHWAP payments made to the 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.
- k. 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.

Low-Income Household Water Assistance Program Vendor Agreement

- l. This Agreement must be signed by upper level management of both Recipient and Vendor authorized to enter into such commitments.
- m. 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.
- n. Neither the vendor nor its parent, subsidiaries and any affiliated company of Village of Wellington, 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 losses based on personal injury, death, or property damages. This paragraph will survive the termination or expiration of the Agreement.
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- q. **Signature Authority**
The officials executing this agreement warrant and represent that they are authorized by their respective entity to enter into a binding agreement.

Low-Income Household Water Assistance Program Vendor Agreement

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ATTEST:
Joseph Abruzzo, Clerk & Comptroller

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

BY: _____
Deputy Clerk

BY: _____
Gregg K. Weiss, Mayor

WITNESS:

AGENCY:

By: _____
Signature

village of wellington

Agency's Name Typed

Anne Gerwig, Mayor

Name Typed

DocuSigned by:
Anne Gerwig, Mayor
7C3000E2A9CA4F6...
BY: _____
Signature

65-0645105

AGENCY's Federal ID Number

Mayor

AGENCY's Signatory Title Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS & CONDITIONS:
Community Services Department

DocuSigned by:
Helene C. Hvizd
BF3DF20B2223413...
By: _____
Assistant County Attorney

DocuSigned by:
Taruna Malhotra
1459E4101F1049C...
BY: _____
Department Director

A

Low-Income Household Water 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 water utilities vendor, City of Riviera Beach ("Vendor"), hereby agree to the following conditions. Vendor customers who receive Low Income Household Water Assistance Program ("LIHWAP") financial assistance are referred to as "Client(s)."

- a. This Agreement will be effective on the last date signed below ("Effective Date") and will expire two years after the Effective Date. This Agreement shall be reviewed and, to the extent the parties agree on the terms and conditions, be renewed by both parties at least every two (2) years. City of Riviera Beach and Recipient may terminate the Agreement for convenience or cause, with thirty (30) day written notice to the other.
- b. Recipient shall make drinking or waste water payments directly to Vendor on behalf of LIHWAP Clients through Recipient checks.
- c. Vendor assures that no household receiving LIHWAP assistance will be treated in violation of any applicable law by Vendor because of such assistance under applicable provisions of state law or public regulatory requirements.
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Low-Income Household Water Assistance Program Vendor Agreement

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- n. Neither the vendor nor its parent, subsidiaries and any affiliated company of City of Riviera Beach 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 losses based on personal injury, death, or property damages. This paragraph will survive the termination or expiration of the Agreement.
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Low-Income Household Water Assistance Program Vendor Agreement

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ATTEST:

Joseph Abruzzo, Clerk & Comptroller

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

BY: _____
Deputy Clerk

BY: _____
Gregg K. Weiss, Mayor

WITNESS:

AGENCY:

By: *Elizabeth McBride*
Signature

CITY OF RIVIERA BEACH

Agency's Name Typed

ELIZABETH McBRIDE

Name Typed

BY: *[Signature]*
Signature 1/18/2023

596000417

AGENCY's Federal ID Number

CITY MANAGER

AGENCY's Signatory Title Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS & CONDITIONS:
Community Services Department

DocuSigned by:
Helene C. Hvizd
BF3DF20B2223413...
By: _____
Assistant County Attorney

DocuSigned by:
Taruna Malhotra
1459E4101F1049C...
BY: _____
Department Director

REVIEWED AS TO LEGAL SUFFICIENCY

[Signature]
DAWN S. WYNN, ESQ.
CITY ATTORNEY
DATE: 1/18/2023

E

Low-Income Household Water 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 water utilities vendor, Village of Palm Springs ("Vendor"), hereby agree to the following conditions. Vendor customers who receive Low Income Household Water Assistance Program ("LIHWAP") financial assistance are referred to as "Client(s)."

- a. This Agreement will be effective on the last date signed below ("Effective Date") and will expire two years after the Effective Date. This Agreement shall be reviewed and, to the extent the parties agree on the terms and conditions, be renewed by both parties at least every two (2) years. Village of Palm Springs and Recipient may terminate the Agreement for convenience or cause, with thirty (30) day written notice to the other.
- b. Recipient shall make drinking or waste water payments directly to Vendor on behalf of LIHWAP Clients through Recipient checks.
- c. Vendor assures that no household receiving LIHWAP assistance will be treated in violation of any applicable law by Vendor because of such assistance under applicable provisions of state law or public regulatory requirements.
- d. 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.
- e. Recipient and Vendor agree that Vendor will endeavor to cause only water and waste-water related charges to be considered for payment with LIHWAP funds.
- f. Recipient may not pay for charges that result from illegal activities including, but not limited to returned check fees, meter tampering and more. Vendor is aware that such charges are the responsibility of the Client.
- g. Vendor is aware that when the LIHWAP benefit amount does not pay for the complete charges owed by a Client, the Client is responsible for paying the remaining amount owed.
- h. Subject to the Client providing a Vendor-approved release and authorization to disclose to the Recipient certain Client non-public information, Vendor agrees to: (a) assist Recipient in verifying the LIHWAP 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 monthly and quarterly LIHWAP 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.
- i. Recipient commits to endeavor to make payments to Vendor no more than forty-five (45) calendar days from the commitment date.
- j. Vendor is aware that if LIHWAP payments made to the 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.
- k. 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.

Low-Income Household Water Assistance Program Vendor Agreement

- l. This Agreement must be signed by upper level management of both Recipient and Vendor authorized to enter into such commitments.
- m. 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.
- n. Neither the vendor nor its parent, subsidiaries and any affiliated company of Village of Palm Springs, 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 losses based on personal injury, death, or property damages. This paragraph will survive the termination or expiration of the Agreement.
- o. 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.
- p. 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.
- q. **Signature Authority**
The officials executing this agreement warrant and represent that they are authorized by their respective entity to enter into a binding agreement.

Low-Income Household Water Assistance Program Vendor 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:
Joseph Abruzzo, Clerk & Comptroller

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

BY: _____
Deputy Clerk

BY: _____
Gregg K. Weiss, Mayor

WITNESS:

AGENCY:

By: *Kimberly Wynn*
Signature

Village of Palm Springs
Agency's Name Typed

Kimberly Wynn
Name Typed

BY: 
Signature

AGENCY's Federal ID Number

Michael Bornstein, Village Manager
AGENCY's Signatory Title Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS & CONDITIONS:
Community Services Department

By: _____
Assistant County Attorney

DocuSigned by:
Helene C. Hvizd
BF3DF20B2223413...

BY: _____
Department Director

DocuSigned by:
Taruna Malhotra
1450E4404F1040C...

Low-Income Household Water 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 water utilities vendor, Town of Jupiter ("Vendor"), hereby agree to the following conditions. Vendor customers who receive Low Income Household Water Assistance Program ("LIHWAP") financial assistance are referred to as "Client(s)."

- a. This Agreement will be effective on the last date signed below ("Effective Date") and will expire two years after the Effective Date. This Agreement shall be reviewed and, to the extent the parties agree on the terms and conditions, be renewed by both parties at least every two (2) years. Town of Jupiter and Recipient may terminate the Agreement for convenience or cause, with thirty (30) day written notice to the other.
- b. Recipient shall make drinking or waste water payments directly to Vendor on behalf of LIHWAP Clients through Recipient checks.
- c. Vendor assures that no household receiving LIHWAP assistance will be treated in violation of any applicable law by Vendor because of such assistance under applicable provisions of state law or public regulatory requirements.
- d. 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.
- e. Recipient and Vendor agree that Vendor will endeavor to cause only water and waste-water related charges to be considered for payment with LIHWAP funds.
- f. Recipient may not pay for charges that result from illegal activities including, but not limited to returned check fees, meter tampering and more. Vendor is aware that such charges are the responsibility of the Client.
- g. Vendor is aware that when the LIHWAP benefit amount does not pay for the complete charges owed by a Client, the Client is responsible for paying the remaining amount owed.
- h. Subject to the Client providing a Vendor-approved release and authorization to disclose to the Recipient certain Client non-public information, Vendor agrees to: (a) assist Recipient in verifying the LIHWAP 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 monthly and quarterly LIHWAP 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.
- i. Recipient commits to endeavor to make payments to Vendor no more than forty-five (45) calendar days from the commitment date.
- j. Vendor is aware that if LIHWAP payments made to the 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.
- k. 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.

Low-Income Household Water Assistance Program Vendor Agreement

- l. This Agreement must be signed by upper level management of both Recipient and Vendor authorized to enter into such commitments.
- m. 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.
- n. Neither the vendor nor its parent, subsidiaries and any affiliated company of Town of Jupiter 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 losses based on personal injury, death, or property damages. This paragraph will survive the termination or expiration of the Agreement.
- o. 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.
- p. 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.
- q. **Signature Authority**
The officials executing this agreement warrant and represent that they are authorized by their respective entity to enter into a binding agreement.

Low-Income Household Water Assistance Program Vendor 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:
Joseph Abruzzo, Clerk & Comptroller

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

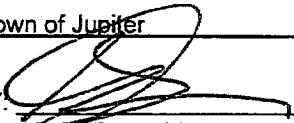
BY: _____
Deputy Clerk

BY: _____
Gregg K. Weiss, Mayor

WITNESS:

AGENCY:

By: 
Dawn Clark, Assistant Finance Director

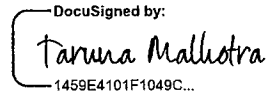
Town of Jupiter
BY:  1/24/2023
Scott Reynolds, Finance Director

59-6033967
AGENCY's Federal ID Number

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS & CONDITIONS:
Community Services Department

By: 
Assistant County Attorney

BY: 
Department Director

Annual receipts have not exceeded \$2,500. Historical details are as follows:

- 2021 Ct-10 \$1,219.04
- 2022 Ct-9 \$717.40
- 2023 Ct-3 \$1,418.67

G

Low-Income Household Water 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 water utilities vendor, Town of Mangonia Park ("Vendor"), hereby agree to the following conditions. Vendor customers who receive Low Income Household Water Assistance Program ("LIHWAP") financial assistance are referred to as "Client(s)."

- a. This Agreement will be effective on the last date signed below ("Effective Date") and will expire two years after the Effective Date. This Agreement shall be reviewed and, to the extent the parties agree on the terms and conditions, be renewed by both parties at least every two (2) years. Town of Mangonia Park and Recipient may terminate the Agreement for convenience or cause, with thirty (30) day written notice to the other.
- b. Recipient shall make drinking or waste water payments directly to Vendor on behalf of LIHWAP Clients through Recipient checks.
- c. Vendor assures that no household receiving LIHWAP assistance will be treated in violation of any applicable law by Vendor because of such assistance under applicable provisions of state law or public regulatory requirements.
- d. 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.
- e. Recipient and Vendor agree that Vendor will endeavor to cause only water and waste-water related charges to be considered for payment with LIHWAP funds.
- f. Recipient may not pay for charges that result from illegal activities including, but not limited to returned check fees, meter tampering and more. Vendor is aware that such charges are the responsibility of the Client.
- g. Vendor is aware that when the LIHWAP benefit amount does not pay for the complete charges owed by a Client, the Client is responsible for paying the remaining amount owed.
- h. Subject to the Client providing a Vendor-approved release and authorization to disclose to the Recipient certain Client non-public information, Vendor agrees to: (a) assist Recipient in verifying the LIHWAP 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 monthly and quarterly LIHWAP 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.
- i. Recipient commits to endeavor to make payments to Vendor no more than forty-five (45) calendar days from the commitment date.
- j. Vendor is aware that if LIHWAP payments made to the 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.
- k. 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.

Low-Income Household Water Assistance Program Vendor Agreement

- l. This Agreement must be signed by upper level management of both Recipient and Vendor authorized to enter into such commitments.
- m. 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.
- n. Neither the vendor nor its parent, subsidiaries and any affiliated company of Town of Mangonia Park, 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 losses based on personal injury, death, or property damages. This paragraph will survive the termination or expiration of the Agreement.
- o. 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.
- p. 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.
- q. Signature Authority**
The officials executing this agreement warrant and represent that they are authorized by their respective entity to enter into a binding agreement.

Low-Income Household Water Assistance Program Vendor 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:

Joseph Abruzzo, Clerk & Comptroller

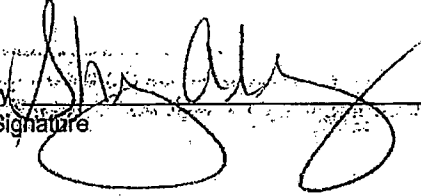
PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of
Florida
BOARD OF COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
Gregg K. Weiss, Mayor

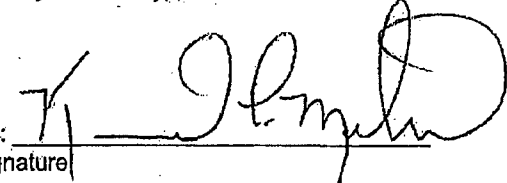
WITNESS:

AGENCY:

By: 
Signature

TOWN OF MANGONIA PARK
Agency's Name Typed

Kenneth L. Metcalf
Name Typed

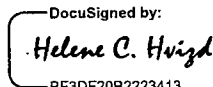
BY: 
Signature

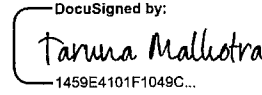
59-6017774
AGENCY's Federal ID Number

Kenneth L. Metcalf
AGENCY's Signatory Title Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS & CONDITIONS:
Community Services Department

DocuSigned by:

BF3DF20B2223413...
By: _____
Assistant County Attorney

DocuSigned by:

1459E4101F1049C...
BY: _____
Department Director

Low-Income Household Water Assistance Program Vendor Agreement

H

Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("Recipient"), and the undersigned water utilities vendor, Town of Lantana ("Vendor"), hereby agree to the following conditions. Vendor customers who receive Low Income Household Water Assistance Program ("LIHWAP") financial assistance are referred to as "Client(s)."

- a. This Agreement is hereby entered into this _____ day of _____, 2023 (the "Effective Date") and will expire two (2) years after the Effective Date. This Agreement shall be reviewed and, to the extent the parties agree on the terms and conditions, it may be renewed successive two (2) years terms. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other party.
- b. Recipient shall make drinking or waste water payments directly to Vendor on behalf of LIHWAP Clients through Recipient checks.
- c. Vendor agrees not to treat any household receiving LIHWAP assistance differently than any of Vendor's non-Client utility customers under the regulations, codes, ordinances, and statutes applicable to the provision of potable water and/or waste water services.
- d. Vendor will not discriminate against the eligible Client, on whose behalf the payments are made, either in the cost of goods supplied or the services provided.
- e. Recipient and Vendor agree that Vendor will endeavor to cause only water and waste-water related charges to be considered for payment with LIHWAP funds.
- f. Recipient may not pay for charges that result from illegal activities including, but not limited to returned check fees, meter tampering and more. Vendor is aware that such charges are the responsibility of the Client.
- g. Vendor is aware that when the LIHWAP payment amount is insufficient to cover 100% of the charges owed by a Client, the Client is responsible for paying the remaining amount owed to Vendor.
- h. Subject to the Client providing a Vendor-approved release and authorization to disclose to the Recipient certain Client non-public information, Vendor agrees to: (a) assist Recipient in verifying the 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 monthly and quarterly LIHWAP 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.
- i. Recipient commits to endeavor to make payments to Vendor no more than forty-five (45) calendar days from the commitment date.
- j. Vendor is aware that if LIHWAP payments made to the 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.
- k. Recipient acknowledges that Vendor is a municipal corporation, formed and existing under the laws of the State of Florida.

Low-Income Household Water Assistance Program Vendor Agreement

- l. This Agreement must be signed by upper level management of both Recipient and Vendor authorized to enter into such commitments.
- m. 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.
- n. Neither the vendor nor its parent, subsidiaries and any affiliated company of Town of Lantana, 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 LIHWAP funds provided by the Recipient to Vendor under this Agreement on behalf of the individual Client giving rise to the claim, demand, action, or losses based on personal injury, death, or property damages. This paragraph will survive the termination or expiration of the Agreement.
- o. Recipient is a subdivision of the State of Florida as defined in Section 768.28, Florida Statutes. Both Recipient and Vendor are entitled to sovereign immunity. Recipient and Vendor are responsible for their own negligence only to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to waive either party's sovereign immunity beyond the monetary limits set forth at Section 768.28, Florida Statutes. Nothing herein may be construed as consent by Recipient to be sued by third parties in any manner arising out of any contract.
- p. The Agreement may be executed in counterparts, which when taken together shall constitute an original single instrument. It is also agreed that the facsimile or electronic signatures of either Party shall be binding upon the same as if signed in the original.
- q. **Signature Authority**
The officials executing this agreement warrant and represent that they are authorized by their respective entity to enter into a binding agreement.

Low-Income Household Water Assistance Program Vendor 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:

Joseph Abruzzo, Clerk & Comptroller

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

BY: _____
Deputy Clerk

BY: _____
Gregg K. Weiss, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS & CONDITIONS:

BY: _____
DocuSigned by:
Helene C. Hoizd
Assistant County Attorney

BY: _____
DocuSigned by:
Taruna Malhotra
Department Director

ATTEST:

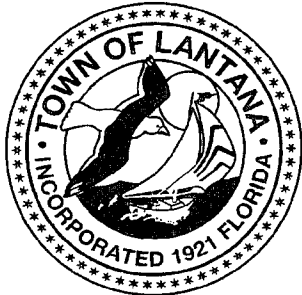
TOWN OF LANTANA, FLORIDA

BY: *Kathleen Dominguez*
Kathleen Dominguez, CMC, Town Clerk

BY: *Brian K. Raducci*
Brian K. Raducci, Town Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: *R. Max Lehman*
R. Max Lehman, Esq., Town Attorney



Low-Income Household Water 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 water utilities vendor, City of Delray Beach ("Vendor"), hereby agree to the following conditions. Vendor customers who receive Low Income Household Water Assistance Program ("LIHWAP") financial assistance are referred to as "Client(s)."

- a. This Agreement will be effective on the last date signed below ("Effective Date") and will expire two years after the Effective Date. This Agreement shall be reviewed and, to the extent the parties agree on the terms and conditions, be renewed by both parties at least every two (2) years. City of Delray Beach and Recipient may terminate the Agreement for convenience or cause, with thirty (30) day written notice to the other.
- b. Recipient shall make drinking or waste water payments directly to Vendor on behalf of LIHWAP Clients through Recipient checks.
- c. Vendor assures that no household receiving LIHWAP assistance will be treated in violation of any applicable law by Vendor because of such assistance under applicable provisions of state law or public regulatory requirements.
- d. 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.
- e. Recipient and Vendor agree that Vendor will endeavor to cause only water and waste-water related charges to be considered for payment with LIHWAP funds.
- f. Recipient may not pay for charges that result from illegal activities including, but not limited to returned check fees, meter tampering and more. Vendor is aware that such charges are the responsibility of the Client.
- g. Vendor is aware that when the LIHWAP benefit amount does not pay for the complete charges owed by a Client, the Client is responsible for paying the remaining amount owed.
- h. Subject to the Client providing a Vendor-approved release and authorization to disclose to the Recipient certain Client non-public information, Vendor agrees to: (a) assist Recipient in verifying the LIHWAP 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 monthly and quarterly LIHWAP 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.
- i. Recipient commits to endeavor to make payments to Vendor no more than forty-five (45) calendar days from the commitment date.
- j. Vendor is aware that if LIHWAP payments made to the 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.
- k. 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.

Low-Income Household Water Assistance Program Vendor Agreement

- l. This Agreement must be signed by upper level management of both Recipient and Vendor authorized to enter into such commitments.
- m. 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.
- n. Neither the vendor nor its parent, subsidiaries and any affiliated company of City of Delray Beach 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 losses based on personal injury, death, or property damages. This paragraph will survive the termination or expiration of the Agreement.
- o. 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.
- p. 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.
- q. **Signature Authority**
The officials executing this agreement warrant and represent that they are authorized by their respective entity to enter into a binding agreement.

Low-Income Household Water Assistance Program Vendor 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:

Joseph Abruzzo, Clerk & Comptroller

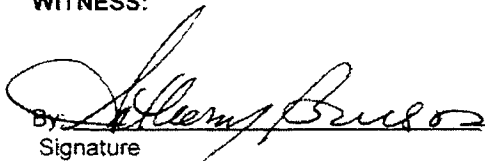
**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of
Florida
BOARD OF COUNTY COMMISSIONERS**

BY: _____
Deputy Clerk

BY: _____
Gregg K. Weiss, Mayor

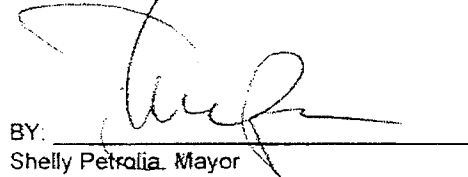
WITNESS:

AGENCY:

By: 
Signature
Anthony Burson


CITY OF DELRAY BEACH

Name Typed

BY: 
Shelly Petralia, Mayor

AGENCY's Federal ID Number

ATTEST:

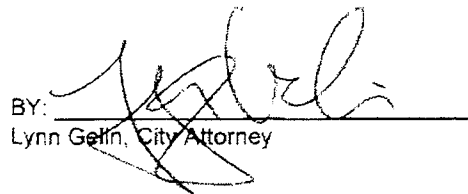
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


Katerri Johnson, City Clerk

DocuSigned by:
Helene C. Hvizd
BF3DF20B2223413...

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: _____
Assistant County Attorney

BY: 
Lynn Gelin, City Attorney

**APPROVED AS TO TERMS
AND CONDITIONS:**

BY: 
Tanura Malhotra
DEPARTMENT HEAD

Low-Income Household Water 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 water utilities vendor, City of Lake Worth Beach, a Florida municipal corporation ("Vendor"), hereby agree to the following conditions. Vendor customers who receive Low Income Household Water Assistance Program ("LIHWAP") financial assistance are referred to as "Client(s)."

- a. This Agreement will be effective on the last date signed below ("Effective Date") and will expire two years after the Effective Date. This Agreement shall be reviewed and, to the extent the parties agree on the terms and conditions, be renewed by both parties at least every two (2) years. City of Lake Worth Beach and Recipient may terminate the Agreement for convenience or cause, with thirty (30) day written notice to the other.
- b. Recipient shall make drinking or waste water payments directly to Vendor on behalf of LIHWAP Clients through Recipient checks.
- c. Vendor assures that no household receiving LIHWAP assistance will be treated in violation of any applicable law by Vendor because of such assistance under applicable provisions of state law or public regulatory requirements.
- d. 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.
- e. Recipient and Vendor agree that Vendor will endeavor to cause only water and waste-water related charges to be considered for payment with LIHWAP funds.
- f. Recipient may not pay for charges that result from illegal activities including, but not limited to returned check fees, meter tampering and more. Vendor is aware that such charges are the responsibility of the Client.
- g. Vendor is aware that when the LIHWAP benefit amount does not pay for the complete charges owed by a Client, the Client is responsible for paying the remaining amount owed.
- h. Subject to the Client providing a Vendor-approved release and authorization to disclose to the Recipient certain Client non-public information, Vendor agrees to: (a) assist Recipient in verifying the LIHWAP 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 monthly and quarterly LIHWAP 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.
- i. Recipient commits to endeavor to make payments to Vendor no more than forty-five (45) calendar days from the commitment date.
- j. Vendor is aware that if LIHWAP payments made to the 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.
- k. Vendor is a Florida municipality and political subdivision of the State of Florida and is therefore not listed as a corporation with the State of Florida Division of Corporations or with SAMS.

Low-Income Household Water Assistance Program Vendor Agreement

- l. This Agreement must be signed by upper level management of both Recipient and Vendor authorized to enter into such commitments.
- m. 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.
- n. The Vendor is a political subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, and is entitled to sovereign immunity. Vendor is responsible for its own negligence only to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to waive Vendor'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.
- o. 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.
- p. 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.
- q. **Signature Authority**
The officials executing this agreement warrant and represent that they are authorized by their respective entity to enter into a binding agreement.

Low-Income Household Water Assistance Program Vendor 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 Vendor has hereunto set his/her hand the day and year above written.

ATTEST:
Joseph Abruzzo, Clerk & Comptroller

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

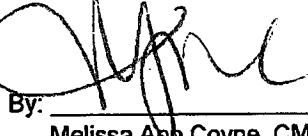
By: _____
Deputy Clerk

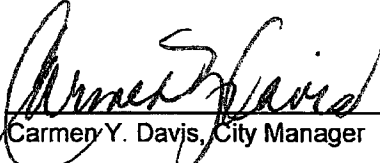
Gregg K. Weiss, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Assistant County Attorney
DocuSigned by:
Helene C. Hvigh
BF3DF20B2223413...


APPROVED AS TO TERMS
AND CONDITIONS
BY: _____
DEPARTMENT HEAD
DocuSigned by:
Tanvira Malhotra
59E4101F1049C...

ATTEST:

By: _____
Melissa Ann Coyne, CMC, City Clerk

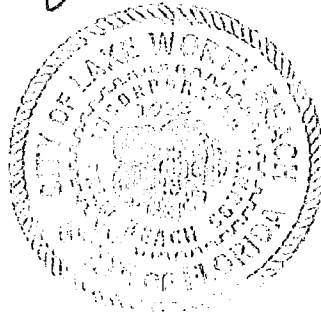
CITY OF LAKE WORTH BEACH:


Carmen Y. Davis, City Manager

Approved as to form and legal sufficiency.



Glen J. Torcivia, City Attorney



K

Low-Income Household Water 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 water utilities vendor, City of Boynton Beach ("Vendor"), hereby agree to the following conditions. Vendor customers who receive Low Income Household Water Assistance Program ("LIHWAP") financial assistance are referred to as "Client(s)."

- a. This Agreement will be effective on the last date signed below ("Effective Date") and will expire two years after the Effective Date. This Agreement shall be reviewed and, to the extent the parties agree on the terms and conditions, be renewed by both parties at least every two (2) years. City of Boynton Beach and Recipient may terminate the Agreement for convenience or cause, with thirty (30) day written notice to the other.
- b. Recipient shall make drinking or waste water payments directly to Vendor on behalf of LIHWAP Clients through Recipient checks.
- c. Vendor assures that no household receiving LIHWAP assistance will be treated in violation of any applicable law by Vendor because of such assistance under applicable provisions of state law or public regulatory requirements.
- d. 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.
- e. Recipient and Vendor agree that Vendor will endeavor to cause only water and waste-water related charges to be considered for payment with LIHWAP funds.
- f. Recipient may not pay for charges that result from illegal activities including, but not limited to returned check fees, meter tampering and more. Vendor is aware that such charges are the responsibility of the Client.
- g. Vendor is aware that when the LIHWAP benefit amount does not pay for the complete charges owed by a Client, the Client is responsible for paying the remaining amount owed.
- h. Subject to the Client providing a Vendor-approved release and authorization to disclose to the Recipient certain Client non-public information, Vendor agrees to: (a) assist Recipient in verifying the LIHWAP 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 monthly and quarterly LIHWAP 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.
- i. Recipient commits to endeavor to make payments to Vendor no more than forty-five (45) calendar days from the commitment date.
- j. Vendor is aware that if LIHWAP payments made to the 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.
- k. 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.

Low-Income Household Water Assistance Program Vendor Agreement

- i. This Agreement must be signed by upper level management of both Recipient and Vendor authorized to enter into such commitments.
- m. 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.
- n. Neither the vendor nor its parent, subsidiaries and any affiliated company of City of Boynton Beach, 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 losses based on personal injury, death, or property damages. This paragraph will survive the termination or expiration of the Agreement.
- o. 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.
- p. 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.
- q. **Signature Authority**
The officials executing this agreement warrant and represent that they are authorized by their respective entity to enter into a binding agreement.

Low-Income Household Water Assistance Program Vendor Agreement

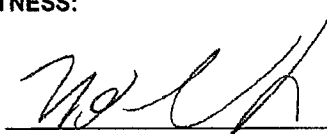
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:
Joseph Abruzzo, Clerk & Comptroller

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

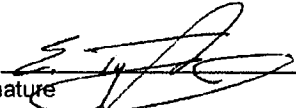
BY: _____
Deputy Clerk

BY: _____
Gregg Weiss, Mayor

WITNESS:
By: 
Signature

AGENCY:
City of Boynton Beach
Agency's Name Typed

Michael Cirullo
Name Typed

BY: 
Signature

59-6000282
AGENCY's Federal ID Number

Ty Penserga, Mayor
AGENCY's Signatory Title Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS & CONDITIONS:
Community Services Department

DocuSigned by:
Helene C. Hvizd
By: _____
Assistant County Attorney

DocuSigned by:
Taruna Malhotra
1459E4101F1049C...
BY: _____
Department Director