

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: March 12, 2024 [X] Consent [] Regular
[] Ordinance [] Public Hearing
Department
Submitted By: Community Services
Submitted For: Division of Human Services and Community Action Program

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) Amendment No.1 to the Low Income Home Energy Assistance Program Vendor Agreement with Florida Power & Light Company (FPL) (R2020-1647), for the period September 1, 2020, through August 31, 2025, to amend, revise and replace portions of the agreement, at no cost to the County, to provide utility services to eligible participants; and
B) Amendment No. 1 to the Low-Income Home Energy Assistance Program Vendor Agreement with the City of Lake Worth Beach Utilities (LWU) (R2023-0571), for the period August 1, 2022, through August 31, 2025, to amend, revise and replace portions of the standard agreement, at no cost to the County, to provide utility services to eligible participants.

Summary: The Low-Income Home Energy Assistance Program (LIHEAP) Federally Funded Subgrant Agreement No. E2016 (R2021-0783) requires the Community Action Program (CAP) to have agreements with local energy vendors. The purpose of the amendments is to update the requirements regarding refundable activity and to document that the energy vendors will provide monthly documentation showing that LIHEAP benefits were delivered. The State of Florida, Department of Commerce (FDOC) awarded CAP \$4,697,292 in LIHEAP funds. LIHEAP funding allows CAP to provide assistance to low-income households experiencing a home energy emergency. The agreements with FPL and LWU allow CAP to process payments on behalf of low-income clients, therefore, avoiding disconnection of services for eligible participants. In Federal Fiscal Year (FFY) 2022, energy services were prevented from disconnection or restored through LIHEAP to 7,783 households. Over the course of the vendor agreements, CAP anticipates serving approximately 7,800 households on a yearly basis. Funded Subgrant Umbrella Agreement No. E2016, Section 5, letter F – Funding Consideration, The State of Florida’s and FDOC’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida. FDOC 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 FDOC’s default under this Agreement. If there is a state or federal funding shortfall, then the funding otherwise made available under the agreement may be reduced. No County match is required. (Division of Human Services and 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 home energy service interruption or to restore said utility services.

Attachments:

- 1. Amendment No. 1 to the LIHEAP Vendor Agreement with FPL
2. Amendment No. 1 to the LIHEAP Vendor Agreement with LWU

DocuSigned by:
James E. Green 2/28/2024
Recommended By Department Director Date

Approved By Assistant County Administrator 3/6/24 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs	0				
External Revenue	0				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	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 _____
 Does this item include the use of state funds? Yes _____ No X

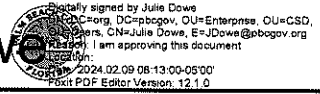
Budget Account No.:
 Fund 1009 Dept 145 Unit 1462 Object Var. Program Code Var. Program Period Var.

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

These are vendor agreements only to accept payments, no fiscal impact.

Source	Agency	Total Budget	Duration	Target Demographics	Cost per:	Total Revenue
FDOC	FPL and LWU	\$4,697,292	FPL: 5 yrs. LWU: 3 yrs.	Low-income households experiencing hardship.	Cost per client will vary based on the needs of the clients.	\$4,697,292

Julie Dowe



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

L REVIEW COMMENTS

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

Lisa Munt 3/1/24
 OFMB QA 3/1/24
 ESW 2-9-24
 AW 3-1-24

Brandon Machado 3/1/24
 Contract Development and Control
 3/1/24

B. Legal Sufficiency:
Helene C. Ariz 3-4-24
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

AMENDMENT 1

FIRST AMENDMENT TO LOW INCOME HOME ENERGY ASSISTANCE PROGRAM VENDOR AGREEMENT

THIS FIRST AMENDMENT TO LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM VENDOR AGREEMENT (R2020-1647) made and entered into at West Palm Beach, Florida, on this _____ day of _____, 202_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Florida Power and Light, hereinafter referred to as the VENDOR, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 59-0247775.

In consideration of the mutual promises contained herein, the COUNTY and the Vendor agree as follows:

WITNESSETH:

WHEREAS, on November 17, 2020, the above-named parties entered into a four-year Vendor Agreement (R2020-1647) (the Agreement), to provide LIHEAP assistance to Palm Beach County residents; and

WHEREAS, the need exists to amend the Agreement to add Sections t. and u., pursuant to direction from the Florida Department of Commerce.

NOW THEREFORE, the above-named parties hereby mutually agree that the Agreement entered into on November 17, 2020, is hereby amended as follows:

- I. The foregoing recitals are true and correct and are expressly incorporated herein by reference and made part of the parties' Agreement.
- II. The Agreement shall be amended by the addition of Sections t. u. and v. below, to the end of the Agreement, which shall read as follows:
 - t. If LIHEAP payments made to the energy vendor cannot be applied to the client's account, then the funds will be returned to the county within 45 calendar days of a refundable activity (account closure, overpayment, etc.) occurring or, with county's approval, applied to another eligible client's account.
 - u. The energy vendor will make documentation available at a minimum monthly to the Recipient to demonstrate that LIHEAP benefits were delivered, the date of the benefit delivered, and the cost of these benefits.
 - o It is the responsibility of the Recipient to appropriately enter commitments so that the payments can be properly tagged and be part of this

documentation.

- III. All other provisions of the Agreement not modified in this First Amendment remain in full force and effect.

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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 of the Circuit Court
and Comptroller
Palm Beach County

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

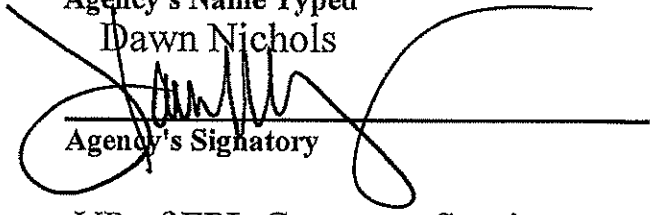
BY _____
Deputy Clerk

BY _____
Maria Sachs, Mayor

AGENCY:

Florida Power & Light
Agency's Name Typed

Dawn Nichols



Agency's Signatory

VP of FPL Customer Service

Agency's Signatory Title Typed

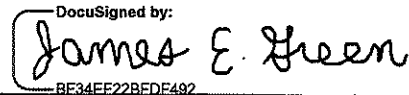
12/5/2023

Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY  ^{DS} HCH
Senior Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

BY ^{DocuSigned by:}  BE34EE22BEDE492
Director, Community Services Department

FIRST AMENDMENT TO LOW INCOME HOME ENERGY ASSISTANCE PROGRAM VENDOR AGREEMENT

THIS FIRST AMENDMENT TO LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM VENDOR AGREEMENT (R2023-0571) made and entered into at West Palm Beach, Florida, on this _____ day of _____, 20___, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and The City of Lake Worth Beach, hereinafter referred to as the VENDOR, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 59-6000358.

In consideration of the mutual promises contained herein, the COUNTY and the Vendor agree as follows:

WITNESSETH:

WHEREAS, on May 2, 2023, the above named parties entered into a four year Vendor Agreement (R2023-0571) (the Agreement), to provide LIHEAP assistance to Palm Beach County residents; and

WHEREAS, the need exists to amend the Agreement to add Sections t. and u., pursuant to direction from the Florida Department of Economic Opportunity.

NOW THEREFORE, the above-named parties hereby mutually agree that the Agreement entered into on May 2, 2023, is hereby amended as follows:

- I. The foregoing recitals are true and correct and are expressly incorporated herein by reference and made part of the parties' Agreement.
- II. The Agreement shall be amended by the addition of Sections t. and u. below, to the end of the Agreement, which shall read as follows:
 - t. If LIHEAP payments made to the energy vendor cannot be applied to the client's account, then the funds will be returned to the county within 30-45 calendar days of a refundable activity (account closure, overpayment, etc.) occurring or, with county's approval, applied to another eligible client's account.
 - o The "30-45 calendar days" allows for County and vendor flexibility to choose and agree upon a timeframe between the 30 and 45 calendar day requirement. Any requests for less than 30 days are acceptable; however, any requests to implement a timeframe longer than 45 days must be approved by DEO management.
 - u. The energy vendor will provide documentation at a minimum monthly to the County to demonstrate that LIHEAP benefits were delivered, the date of benefit delivery, and the cost of these benefits. The county must maintain these records as outlined in the LIHEAP Subgrant Agreement between DEO and the County.

- III. All other provisions of the Agreement not modified in this First Amendment remain in full force and effect.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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 of the Circuit Court and Comptroller, Palm Beach County

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

BY _____ Deputy Clerk

BY _____ Maria Sachs, Mayor

APPROVED AS TO TERMS AND CONDITIONS

Assigned by: BY: James E. Green DEPARTMENT HEAD

AGENCY:

The City of Lake Worth Beach Agency's Name Typed

Carmen Y. Davis Agency's Signatory

Approved As To Form and Legal Sufficiency

By: Delene C. Heigold DS HCH Senior Assistant County Attorney

Carmen Y. Davis, City Manager Agency's Signatory Title Typed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY CJ De FR City Attorney Glen J. Tiricis, ES

APPROVED AS TO TERMS AND CONDITIONS

BY [Signature] Director, Community Services Department

ATTEST: By: [Signature] City Clerk

