

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 11, 2023 [X] 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 Household Water Assistance Program (LIHWAP) Vendor Agreement with the City of West Palm Beach, 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.

Summary: LIHWAP funds allow Community Action Programs across the country 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 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 to 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. This agreement with the local water utility vendor 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. 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. LIHWAP provides much-needed relief to low-income families that spend a high portion of their household income on water utility 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 Agreement

Recommended By: James E. Green, Department-DUE^ter, Date: 6/14/2023
Approved By: [Signature], Assistant County Administrator, Date: 6/28/2023, D&te

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures					
Operating Costs	4,982,917				
External Revenue	(4,982,917)				
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 _____

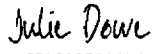
Budget Account No.:

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.

I. REVIEW COMMENTS

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

AFB Dowe 6/20/23
 OFMB QA 6/15 MG 6/20

Dr. J. J. [Signature] 6/26/23
 Contract Development and Control
7/1 6/23/23

B. Legal Sufficiency:

Helene Coltrane 6-28-23
 Assistant County Attorney

C. Other 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, City of West Palm 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 West Palm 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 West Palm 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:

AGENCY:

By: Shaquita Edwards
Signature

City of West Palm Beach
Agency's Name Typed

Shaquita Edwards, City Clerk
Name Typed

BY: [Signature] 4-19-23
Signature

CITY ATTORNEY'S OFFICE
Approves to form and legality
By: [Signature]

AGENCY's Federal ID Number

Keith A. James, 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. Hoizd
BF3DF20B2223413...
By: _____
Assistant County Attorney

DocuSigned by:
James E. Green
BF34EF22BFD482...
BY: _____
Department Director