

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 22, 2024

Consent

Regular

Ordinance

Public Hearing

Department

Submitted By: Community Services

Submitted For: Community Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Memorandum of Understanding (MOU) with Centro Campesino-Farmworker Center, Inc. (Centro Campesino), for a term of two (2) years, beginning June 1, 2024, which will automatically renew for three (3) additional one (1) year terms from the date the MOU is fully executed, to coordinate a system for referring recipients of the Emergency Home Energy Assistance Program (EHEAP) and/or Low Income Home Energy Assistance Program (LIHEAP) services to the Weatherization Assistance Program (WAP).

Summary: The purpose of this MOU is to refer EHEAP and/or LIHEAP clients for WAP services as needed. Centro Campesino operates as the local agency for WAP for the EHEAP and LIHEAP programs. Households that have received more than three (3) EHEAP or LIHEAP benefits within an 18-month period and are homeowners may be referred to a WAP provider. The WAP provides funding to improve the energy efficiency of homes belonging to low-income households. The MOU outlines cooperative efforts and describes the actions that will be taken by both parties to ensure coordination and referrals for EHEAP and/or LIHEAP clients. **No County funding is required.** Countywide (HH)

Background and Justification: As part of the EHEAP and LIHEAP programs, the Community Services Department is required to coordinate with the local WAP agency to develop a system for referring homeowners who have exhausted EHEAP and/or LIHEAP benefits to a WAP provider. The MOU will ensure the coordination of services, avoid duplication of assistance, and enhance the quality of services provided to participants.

Attachment:

- 1. MOU with Centro Campesino-Farmworker Center, Inc.

Recommended By


Department Director

9/30/24

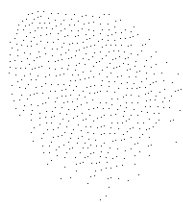
Date

Approved By:


Assistant County Administrator

10/3/24

Date



**MEMORANDUM OF UNDERSTANDING
BETWEEN PALM BEACH COUNTY
AND
CENTRO CAMPESINO-FARMWORKER CENTER, INC.**

This Memorandum of Understanding is made on the _____ day of _____, 2024 between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as COUNTY, and the Centro Campesino-Farmworker Center, Inc. (CCFC), operating as the Weatherization Assistance Program for Hendry, Glades, Collier, Highlands, Hardee, Palm Beach, Broward and Okeechobee Counties, hereinafter referred to as CCFC.

The term of this Memorandum of Understanding (MOU) shall be for two (2) years, beginning June 1, 2024, and will automatically renew for three (3) one (1)-year terms unless earlier terminated by either party. CCFC and COUNTY may terminate the MOU for convenience or cause, with five (5) day written notice to the other.

- a) CCFC representative(s) authorized to resolve a crisis are:
Centro Campesino-Farmworker Center, Inc., John Martinez, Executive Director, or Incumbent.
- b) CCFC assures that no household receiving Emergency Home Energy Assistance Program (EHEAP) and/or Low Income Home Energy Assistance Program (LIHEAP) assistance will be treated in violation of any applicable law by CCFC because of such assistance under applicable provisions of state law or public regulatory requirements.
- c) CCFC 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.
- d) CCFC must be in "active" status with the state of Florida at <http://sunbiz.org/search.html> and Independent Contractor's name must be checked on System Award Management (SAM) at <https://www.sam.gov>. The name on this MOU must match the legal business name on the State of Florida website.
- e) Upper level management of both COUNTY and CCFC authorized to enter into such commitments must sign this MOU.
- f) The laws of the State of Florida govern this MOU. Venue for any litigation arising out of this MOU shall be in a court of competent jurisdiction in West Palm Beach, Florida.
- g) Neither the CCFC nor its parent, subsidiaries and any affiliated company of Centro Campesino-Farmworker Center, Inc. nor any of their respective officers, directors, agents and employees shall be liable to the COUNTY 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 MOU. Independent Contractor's aggregate liability to the COUNTY 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 CCFC of its obligations under this MOU, whether based on contract, warranty, indemnity, tort (including negligence), strict liability or otherwise, shall in no event exceed with respect to each client, the applicable EHEAP funds provided by the COUNTY to CCFC under this MOU on behalf of each such client giving rise to the claim, demand, action or loss. This paragraph will survive the

termination or expiration of the MOU.

- h) COUNTY is a subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, and is entitled to sovereign immunity. COUNTY is responsible for its own negligence only to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to waive COUNTY's sovereign immunity. Nothing herein may be construed as consent by COUNTY to be sued by third parties in any manner arising out of any contract.
- i) The MOU 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 authenticated electronic signature of either Party shall be binding upon the same as if signed in original.
- j) The CCFC shall retain sufficient records demonstrating its compliance with the terms of this MOU for a period of six (6) years from the date of service and shall allow the COUNTY, department designee or the Auditor general access to such records upon request.
- k) CCFC agrees to accept referrals from COUNTY through its Community Services Department for WAP services.
- l) CCFC agrees to avoid duplication of services and benefits for all referred consumers, including elders aged sixty (60) or older.
- m) CCFC agrees to develop a coordinated system for referring COUNTY's recipients of EHEAP/LIHEAP for the Weatherization Assistance Program (WAP) services.
- n) CCFC agrees to notify COUNTY when a referral cannot be served under the WAP program in order for COUNTY to implement additional referrals on behalf of the consumer.
- o) CCFC agrees to advise COUNTY's recipients of WAP services, by what means the COUNTY determines eligibility for EHEAP/LIHEAP services.
- p) CCFC agrees to use Palm Beach County's Resource and Referral Guide (R & R) to send and receive consumer referrals.
- q) COUNTY agrees to the following: 1) to identify clients who have received more than three (3) EHEAP/LIHEAP benefits in the last eighteen (18) months and who are homeowners 2) refer them to CCFC; and 3) maintain records sufficient to document referrals.

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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 CCFC 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, FLORIDA
Political Subdivision of the State of Florida

BY: _____
Deputy Clerk

BY: _____
Maria Sachs, Mayor

AGENCY:

**Centro Campesino-Farmworker Center,
Inc.**

WITNESS:

AGENCY'S Name Typed

Signature

John Martinez

AGENCY'S Signatory Name Typed
John Martinez

59-1460598
AGENCY'S Federal ID Number

Executive Director
AGENCY'S Signatory Title Typed

**APPROVED AS TO TERMS AND
LEGAL SUFFICIENCY**

Department of Community Services

BY: *Debra C. Strind*

Senior Assistant County Attorney

BY: _____
James Green, Department Director