

CITY OF PEMBROKE PINES/SOUTHWEST FOCAL POINT SENIOR CENTER
EMERGENCY HOME ENERGY ASSISTANCE PROGRAM
PAYMENT AGREEMENT
WITH
FLORIDA POWER & LIGHT COMPANY
P.O. BOX 8248
FORT LAUDERDALE, FL 33340
(954) 321-2174

This Vendor Payment Agreement ("Agreement") is between the City of Pembroke Pines ("City") and Florida Power & Light ("FPL"), collectively known as the Parties. The City is one of seven (7) entities contracted with the Areawide Council on Ageing of Broward County, Inc., for the provision of Emergency Home Energy Assistance for the Elderly Program ("EHEAP") for household containing a member sixty (60) years of age or older, and residing in Broward County.

The undersigned home energy supplier hereby agrees to the following conditions in order to receive vendor payments from the Emergency Home Energy Assistance Program (EHEAP):

1. This agreement will begin on October 1, 2016 and will end on September 30, 2018. The agreement will be reviewed/renewed no later than September 30, 2018. (Must be at least every two years).
2. The Recipient agrees to provide the Vendor with a list of names and contact information for all agency personnel authorized to commit EHEAP funds. The Vendor will only accept payment commitment from authorized Recipient personnel. Changes (additions/deletions) to the authorized personnel list must be approved in writing by an authorized Recipient representative. (See attached list.)
3. The Vendor agrees to provide the Recipient with a list of names and contact information of all Vendor representatives authorized to resolve the energy crisis. (Please provide list with signed agreement.)
4. The Recipient agrees to provide energy payments directly to the Vendor on behalf of the EHEAP eligible customer.
5. The Vendor assures that no household receiving EHEAP assistance will be treated adversely because of such assistance under applicable provisions of state law or public regulatory requirements.
6. The Vendor assures that eligible households on whose behalf an EHEAP vendor payment is received, either in the cost of goods supplied or the services provided, will not be discriminated against.
7. The Vendor understands that only energy related elements of a utility bill are to be paid with EHEAP funds. No water or sewage charges may be paid except if required by the Vendor to resolve the crisis and no other resources to pay that portion of the bill can be secured by the customer or Recipient.
8. The Vendor understands that only direct costs of energy related elements of a utility bill are allowed. No charges that result from illegal activities such as bad checks or meter tampering will be paid with EHEAP funds. The Vendor is aware that such charges are the responsibility of the customer.

9. The Vendor understands that when the EHEAP benefit amount does not pay for the complete charges owed by the customer, that the customer is responsible for the remaining balance owed.
10. The Vendor agrees to assist the Recipient in verifying the EHEAP customer's account information and to make timely commitments to resolve any crisis situation. Subject to the Vendor's privacy requirements, the Vendor agrees to provide the Recipient with the following detailed customer account information: (1) current amount owed, (2) due date/disconnect dates and (3) amount necessary to resolve the crisis situation.
11. The Recipient agrees to provide payment to the Vendor within 30 days from the date of the Recipient's promise to pay.
12. This Vendor agreement will be signed by Recipient and Vendor upper level management with authority to enter into such commitments.
13. If an EHEAP payment to the Vendor cannot be applied to a customer's account, the funds will be returned to the Recipient or with the Recipient's approval applied to another eligible customer's account.
14. The Vendor, with the exception of municipal providers, must be in "active" status with the State of Florida: <http://sunbiz.org/search.html>. The Vendor's name must also be verified against the Excluded Parties List System ("EPLS") at <https://www.epls.gov>. The Recipient agrees to maintain documentation of verification that the business name of the Vendor on this agreement is the same as the legal business name on the State of Florida EPLS website.

RECIPIENT

CITY OF PEMBROKE PINES/
SOUTHWEST FOCAL POINT SENIOR CENTER
301 NW 103rd AVENUE
PEMBROKE PINES, FL 33026

BY:

Charles F. Dodge

Charles F. Dodge, City Manager

8/10/2016

(Date)

Marlene Graham

Marlene Graham, City Clerk

APPROVED AS TO FORM

[Signature]

Office of the City Attorney

VENDOR

FLORIDA POWER AND LIGHT CO.
P.O. BOX 8248
FORT LAUDERDALE, FLORIDA 33340

BY:

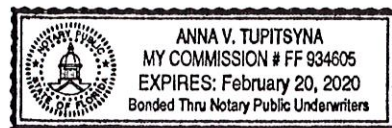
Della M. McCurdy

Della M. McCurdy, Consumer Services
Manager

6/29/2016

(Date)

[Signature]



ATTACHMENT 1

City of Pembroke Pines Staff Authorized to commit EHEAP funds:

- a. Jay Shechter, Project Director
City of Pembroke Pines
Southwest Focal Point Senior Center
301 NW 103rd Avenue
Pembroke Pines, Florida 33026
Phone: (954) 450-6888
- b. Silvia Aguilar, Community Services Administrator
City of Pembroke Pines
Southwest Focal Point Senior Center
301 NW 103rd Avenue
Pembroke Pines, Florida 33026
Phone: (954) 450-6888
- c. Gloria Pina, Social Services Manager
City of Pembroke Pines
Southwest Focal Point Senior Center
301 NW 103rd Avenue
Pembroke Pines, Florida 33026
Phone: (954) 450-6888
- d. Clara Angulo, Social Worker
City of Pembroke Pines
Southwest Focal Point Senior Center
301 NW 103rd Avenue
Pembroke Pines, Florida 33026
Phone: (954) 450-6888



City of Pembroke Pines, FL

Agenda Request Form

10100 Pines Blvd.
Pembroke Pines, Florida
33026
www.ppines.com

Agenda Number: 13.

File Number: 16-0273

File Type: Agreements/Contracts

Status: Passed

Version: 0

Reference:

Controlling Body: City Commission

Requester: Community Services
Director

Initial Cost:

Introduced: 07/05/2016

File Name: Florida Power & Light Company Agreement

Final Action: 08/03/2016

Title: MOTION TO APPROVE AN EMERGENCY HOME ENERGY ASSISTANCE PROGRAM PAYMENT AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY FOR THE PERIOD OF OCTOBER 1, 2016 TO SEPTEMBER 30, 2018.

Notes:

Attachments: 1. Florida Power & Light Payment Agreement

Agenda Date: 08/03/2016

Agenda Number: 13.

Enactment Date:

Enactment Number:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	08/03/2016	approve				Pass

SUMMARY EXPLANATION AND BACKGROUND:

1. On November 27, 2012 the City of Pembroke Pines/Southwest Focal Point Senior Center executed the Emergency Home Energy Assistance Program Payment Agreement with Florida Power & Light Company for the period of October 1, 2012 to September 30, 2016.
2. The Payment Agreement with Florida Power & Light Company is a requirement under the Emergency Home Energy Assistance Program Agreement (EHEAP) currently in effect since April 1, 2016 to March 31, 2017 for a total amount of \$22,036.57. Funds for the (EHEAP) Program are received from the Department of Elder Affairs (DOEA) through the Areawide Council on Aging of Broward County, Inc.
3. The Florida Power & Light Company Agreement should include the names of all employees authorized to complete the Emergency Home Energy Assistance Program Applications. The City of Pembroke Pines/Southwest Focal Point Senior Center has followed all the guidelines required under the Emergency Home Energy Assistance Program to make sure all serviced clients comply with all requirements before payment of the electric bill is submitted.
4. Requesting Commission approval.

Item has been reviewed by the Commission Auditor and approved for the Agenda.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** No cost to the CITY.
- b) **Amount budgeted for this item in Account No:** Not Applicable.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.
- e) **Detail of additional staff requirements:** Not Applicable.