

RESOLUTION NO 2025 - 112

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY AND COLUMBIA COUNTY SENIOR SERVICES, INC., A FLORIDA NOT FOR PROFIT CORPORATION; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AMENDMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AMENDMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AMENDMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 1, 2024, the City of Lake City (the "City") and Columbia County Senior Services, Inc., a Florida not for profit corporation (the "Recipient") entered into an agreement in furtherance of the City's participation in the Emergency Home Energy Assistance Program (the "Agreement"); and

WHEREAS, the City and Recipient mutually desire to amend the Agreement to include a statement requiring the energy vendor to provide documentation monthly, at minimum, to the recipient regarding receipt of benefits (the "Amended Agreement"); and

WHEREAS, adopting the terms of the Amended Agreement in the form of the Exhibit attached hereto is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Adopting the terms of the Amended Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Amended Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Amended Agreement; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Amended Agreement; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this

resolution are hereby repealed to the extent of such conflict; and

7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of August, 2025

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

COLUMBIA COUNTY SENIOR SERVICES, INC
EMERGENCY HOME ENERGY ASSISTANCE PROGRAM
VENDOR PAYMENT AGREEMENT
WITH
CITY OF LAKE CITY
205 N. Marion Avenue
Lake City, FL 32025
(386) 752-1066

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

1. This agreement will begin on October 1, 2024, and will end on September 30, 2026. The Agreement will be reviewed/renewed no later than October 1, 2026.
(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 authorized personnel list must be approved in writing by the authorized Recipient representative.
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.
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 provision 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 the 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.

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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 commitments to resolve any crisis situation. Subject to the Vendor's privacy requirements, the Vendor agrees to provide the Recipient with the following detailed 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 forty-five (45) days from the date of the crisis resolution.
12. This Vendor agreement will be signed by the 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 <http://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 EPLA website.
15. An assurance that energy vendors are aware that as long as signed Authorization for Release of General and/or Confidential Information for EHEAP Data are collected and available, the energy vendor will provide the requested customer data to DEO.

DEO has made the following changes to FLORIDA LIHEAP Policy and Procedure Manual as follows: As per policy manual:

.05 Allowable Categories for Financial Assistance LIHEAP funding may be utilized to provide the following services:

- A. Utility Payments for heating /cooling bill assistance for electric, gas, propane, wood, coal, or refillable fuels; Information Memorandum Page 2 of 3 IM-19-01 LIHEAP Allowable Cost – Client Utility Bill
- B. Temporary Emergency Shelter (if needed due to energy related crisis);
- C. Payment to landlords (when utility costs are included in rent);
- D. Repairs or replacements to heating /cooling units (as long as the amount is within the benefit limits and work is done by a licensed contractor);
- E. Deposits to connect or restore energy;
- F. Late fees, disconnect and reconnect fees;
- G. Charges from a previous account held by the Applicant that is now closed;
- H. Blankets and fans.
- I. Taxes and fees associated with the Client Utility Bill towards the energy portion. In some cases, where the utility vendor combines all other fees and taxed which also includes non-home energy services, such taxes and fees can be paid through LIHEAP funds.
- J. Other allowable payments are those incidental to the start-up of service including reasonable connection or re-connection fees, delivery fees, deposits, and other fees related to the start-up of service.

06. Unallowable Categories for Financial Assistance LIHEAP funding may not be utilized to provide the following services:

- A. Water, Sewer and Garbage charges are not covered as part of the utility bill of the household;
However, the LIHEAP policy does allow exception when water is used for air conditioning, i.e. an evaporated cooler.

- B. Charges resulting from meter-tampering;
- C. Charges resulting from returned checks; and Information Memorandum Page 3 of 3
IM—19-01 LIHEAP Allowable Cost – Client Utility Bill
- D. Other charges that are not energy-related and are not required as part of the energy
portion of the bill to keep power to household.

RECIPIENT:

Columbia County Senior Services, Inc
P.O. Box 1772
Lake City, FL 32056

BY: _____
(Signature)

(Name and Title)

(Date)

VENDOR:

City of Lake City
205 N. Marion Ave.
Lake City, FL 32025

BY: 
(Signature)

Don Rosenthal City Manager
(Name and Title)

10-16-2024
(Date)

**Columbia County Senior Services
Amendment**

This AMENDMENT entered into by Columbia County Senior Services (recipient) and City of Lake City (vendor), amends the current contract.

The purpose of this amendment is to add in a statement that the energy vendor will provide documentation at minimum monthly to the recipient to demonstrate that LIHEAP benefits were delivered, the date of the benefit delivery, and the cost of these benefits.

All provisions in the agreement and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All Provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the agreement. This amendment and all of its attachments are hereby made a part of this contract.

IN WITNESS THEREOF, the parties hereto have caused this amendment to be executed by their officials as duly authorized, and agree to abide by the terms, conditions and provisions of the contract as amended. This amendment shall be effective on the last date that the amendment has been signed by both parties.

City of Lake City

Columbia County Senior Services

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT-NOT FOR EXECUTION