

**MEMORANDUM OF UNDERSTANDING  
BETWEEN PALM BEACH COUNTY  
AND CITY OF LAKE WORTH BEACH**

This Memorandum of Understanding (MOU) is made on the \_\_\_\_\_ day of \_\_, 20\_\_ between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "COUNTY") with its offices at 301 North Olive Avenue, West Palm Beach, FL 33401, and City of Lake Worth Beach, a Florida municipality, with offices at 7 N. Dixie Highway, Lake Worth Beach, FL 33460 (hereinafter referred to as "LWB").

**WHEREAS**, LWB provides water and electric utilities to its residents and those customers located within LWB's services areas; and

**WHEREAS**, the COUNTY's Low Income Home Energy Assistance Program (LIHEAP) administered in coordination with the Florida Department of Commerce (Florida Commerce), provides utility payment assistance to eligible customers through the State of Florida's PROMISE system; and

**WHEREAS**, LWB and the COUNTY desire to set forth the terms and conditions under which LWB may receive LIHEAP payments issued through PROMISE, subject to applicable state and program requirements; and

**WHEREAS**, LWB and COUNTY find entering this MOU is in the best interests of LWB and COUNTY and serves as valid public purpose.

**NOW THEREFORE**, in consideration of the promises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, LWB and COUNTY agree as follows:

**I. Statement of Work**

LWB will provide utility services (water and electric) to eligible participants. LWB will work in conjunction with the COUNTY'S Community Action Program to process payments on behalf of low-income clients. LWB agrees to meet the following conditions in order to receive vendor payments for the home energy assistance, crisis, and weather-related categories of LIHEAP.

**II. COUNTY'S Duties**

- A. COUNTY will provide flyers, inserts, and brochures (English, Spanish and Creole) to LWB for possible distribution to potential clients. Flyers can be accessed through Palm Beach County Community Services Department's Community Action Program's website: <https://discover.pbc.gov/communityservices/communityaction/Pages/Utility-Assistance.aspx>
- B. COUNTY will make a commitment to a client's account within one hour of approving an eligible customer's LIHEAP application by sending, via email, an Approval Notice (1<sup>st</sup> time commitment letter) to the designated LWB representative(s). This commitment will be set to last up to 45 days.

- C. Only COUNTY LIHEAP processor with an active LWB representative number will have the authority to make commitments to resolve a crisis.
- D. Payment commitments made on behalf of LIHEAP-eligible customers shall be processed and issued through the Florida Commerce PROMISE system within forty-five (45) days of application approval, subject to program requirements and system processing timelines. The COUNTY shall not issue payment directly to LWB.
- E. Second time commitments will be sent by the Grant Compliance Specialist or a designee via fax to the LWB Assistance Office.
- F. COUNTY will provide an Approval Notice to the client that will include the account holder's name, the amount of the commitment, and the commitment's expiration date. The Approval Notice will state that it cannot be used to request services or demand payment from LWB.
- G. COUNTY will notify LWB of withdrawal or change of benefit amounts via email. A LIHEAP Benefit Update Form will be sent by the Grant Compliance Specialist or designee within 24 hours after identification of a change.
- H. Payments issued through the Florida Commerce PROMISE system shall be limited to the energy-related portions of a utility bill. Water or sewage charges shall not be paid, except when such charges are required by LWB to resolve an energy-related crisis and no other resources are available to cover that portion of the bill for the LIHEAP-eligible customer.
- I. Payments processed through the Florida Commerce PROMISE system shall not be made for charges resulting from illegal activities, including but not limited to bad checks or meter tampering. Such charges remain the sole responsibility of the customer.
- J. COUNTY will collect signed Authorization for Release of General and/or Confidential Information for LIHEAP Data from each eligible applicant and ensure the signed releases are available for inspection by LWB.

### **III. LWB'S Duties**

- A. LWB will work with COUNTY to provide appropriate bill documentation for initial deposits. The letter/bill will list the account holder's name, account number, service address, and the amount that is currently due.
- B. LWB will provide a customer service phone number that will allow the LIHEAP representative to verify account information, current amount owed and the amount needed to resolve a crisis.

- C. LWB will post a commitment to the account listed on the Approval Notice within one business day of receipt of the email message. (Possible exceptions to this include municipal-observed holidays.)
- D. If the services to the account number listed on the commitment are disconnected when LWB receives the notice, and the account is then eligible for reconnection, LWB will follow its normal reconnection schedule. Restoration will be completed within 2 hours after the reconnect order has been issued. (Possible exceptions include outages due to storm and safety conditions that would prevent LWB from reconnecting services.)
- E. LWB will consider extending a commitment made by COUNTY for an additional 30 days, upon written request from COUNTY to LWB's authorized representatives.
- F. LWB will charge eligible households through the company's normal billing process.
- G. LWB is aware that when the benefit amount does not pay for the complete charges owed by a customer, the customer is responsible for the remaining amount owed.
- H. No household receiving LIHEAP assistance will be treated adversely by LWB because of such assistance under applicable provisions of state law or public regulatory requirements.
- I. LWB will not discriminate, either in cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made.
- J. When a LIHEAP payment cannot be applied to a client's account, LWB will return the funds to: Palm Beach Community Action Program, Attention: Gwen Whitfield, 810 Datura Street, West Palm Beach, FL 33401. COUNTY will apply these funds to another eligible customer's account.
- K. LWB is aware that as long as signed Authorization for Release of General and/or Confidential Information for LIHEAP Data are collected and available, LWB will provide the requested customer data to the Florida Department of Economic Opportunity.
- L. LWB is a Florida municipality and is therefore not listed as a corporation with the State of Florida on <http://sunbiz.org/search.html> or SAMS at <https://sams.gov>.

#### **IV. Term**

This MOU shall commence on May 1, 2026 and remain in effect for an initial term of one (1) year. Upon expiration of the initial term, this MOU will automatically renew for up to four (4) successive one-year terms, unless either party provides written notice of its intent not to renew at least 30 days prior to the expiration of the initial term or any extended term.

**V. Agency Representatives**

For the purpose of this MOU, the agency representatives are:

**Lake Worth Beach Utilities**

Donna Ryan-Ruiz  
414 Lake Avenue  
Lake Worth, FL 33460

**Palm Beach County**

James Green  
Director, Community Services  
810 Datura Street  
West Palm Beach, FL 33401

**Signature Authority**

- VI.** The officials executing this MOU warrant and represent that they are authorized by their respective entity to enter into a binding MOU.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this MOU on behalf of the COUNTY and LWBWU has hereunto set his/her hand the day and year above written.

ATTEST:

MICHEAL A. CARUSO  
CLERK of the CIRCUIT COURT  
& COMPTROLLER

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

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Sara Baxter, Mayor

APPROVED AS TO TERMS AND CONDITIONS:  
SUFFICIENCY

APPROVED AS TO FORM AND LEGAL  
Department of Community Services

By: \_\_\_\_\_  
Assistant County Attorney

By: \_\_\_\_\_  
Department Director

**CITY OF LAKE WORTH BEACH, a Florida municipal  
corporation**

ATTEST:

By: \_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

BY: \_\_\_\_\_  
Jamie Brown, Interim City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY:

BY: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

BY: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director