

**EMERGENCY HOME ENERGY ASSISTANCE PROGRAM AND  
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM  
VENDOR PAYMENT AGREEMENT BETWEEN**

**CITRUS COUNTY, FLORIDA  
AND  
FLORIDA PUBLIC UTILITIES COMPANY**

Citrus County, Florida, a political subdivision of the State of Florida, (Citrus County) and Florida Public Utilities Company, the undersigned home energy supplier (Vendor), enter into this Agreement on the 9th day of February, 2021.

- (1) Vendor has the authority and agrees to meet the following conditions in order to receive vendor payments from the Emergency Home Energy Assistance Program (EHEAP) and vendor payments from the home energy assistance and crisis assistance categories of the Low Income Home Energy Assistance Program (LIHEAP):
- (2) The term of this Agreement will begin **April 1, 2021** and will end on **March 31, 2023**.
- (3) Citrus County agrees to provide the Vendor with a list of names and contact information for all agency personnel authorized to commit EHEAP and LIHEAP funds. The Vendor will only accept payment commitments from the authorized personnel of Citrus County. Changes (additions/deletions) to the authorized personnel list must be approved in writing by an authorized representative.
- (4) The Vendor agrees to provide Citrus County with a list of names and contact information of all Vendor representatives authorized to resolve the energy crisis and/or apply benefit commitments on the client's behalf. The process for identifying the Vendor's representatives is by Citrus County utilizing the Vendor's agency hotline number. This hotline number is staffed by authorized representatives.
- (5) Citrus County agrees to provide energy payments directly to the Vendor on behalf of the EHEAP or LIHEAP eligible client.
- (6) The Vendor assures that no client household receiving EHEAP or LIHEAP assistance will be treated adversely because of such assistance under applicable provisions of state law or public regulatory requirements.
- (7) The Vendor assures that eligible client households on whose behalf an EHEAP or LIHEAP Vendor payment is received, either in the cost of goods supplied or the services provided, will not be discriminated against.
- (8) The Vendor understands that only energy-related elements of a utility bill are to be paid with EHEAP or LIHEAP funds. Water, sewer or garbage charges are not covered as part of the utility bill of the household, unless water is used for an evaporated cooler air conditioning system. Citrus County is

responsible, through their fact-finding and due diligence, to make sure that this paragraph is complied with before the County's guarantee is placed.

- (9) 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 or LIHEAP funds. The Vendor is aware that such charges are the responsibility of the customer. Citrus County is responsible, through their fact-finding and due diligence, to make sure that this paragraph is complied with before the County's guarantee is placed.
- (10) The Vendor understands that when the EHEAP or LIHEAP benefit amount does not pay for the complete charges owed by a client, that the client is responsible for the remaining balance owed.
- (11) The Vendor agrees to assist Citrus County in verifying the EHEAP or LIHEAP client'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 Citrus County with the following detailed client account information: (1) current amount owed, (2) due date/disconnect dates and (3) amount necessary to resolve the crisis situation.
- (12) Citrus County agrees to make payment to the Vendor within 45 days from the date of the guarantee of payment.
- (13) This Agreements shall be reviewed by both parties at least every two years. The Agreement should include a beginning and end date.
- (14) If an EHEAP or LIHEAP payment to the Vendor cannot be applied to a client's account, the funds will be returned to Citrus County, or with Citrus County's approval, applied to another eligible client's account.
- (15) 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.sam.gov>. Citrus County 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.
- (16) Citrus County shall collect a signed Authorization for Release of General and/or Confidential Information for LIHEAP/EHEAP Data from each eligible client and ensure the releases are available for inspection by the Vendor.
- (17) The Vendor is aware that as long as a signed Authorization for Release of General and/or Confidential Information for LIHEAP/EHEAP Data is collected and available, the Vendor will provide the requested customer data to Department of Economic Opportunity.

*\*Agreement signatures on next page\**

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IN WITNESS WHEREOF, the parties have executed this Agreement:

Florida Public Utilities Company

BY:   
Authorized Signature

NAME: Steve Hetland

TITLE: Operations Manager

DATE: 12/15/2020

ATTEST:

CITRUS COUNTY, FLORIDA,

a political subdivision of the State of Florida

BY: \_\_\_\_\_  
Angela Vick, Clerk

BY: \_\_\_\_\_  
Scott Carnahan, Chairman  
Citrus County Board of County  
Commissioners

APPROVED AS TO FORM FOR THE  
RELIANCE OF CITRUS COUNTY ONLY

\_\_\_\_\_  
Denise A. Dymond Lyn, County Attorney