Travis County Commissioners Court Agenda Request

Meeting Date: July 17, 2014

Prepared By/Phone Number: Juanita Jackson/854-4467

Elected/Appointed Official/Dept. Head: Sherri E. Fleming, County Executive for Health and Human Services and Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:
Consider and Take Appropriate Action to Approve the Agreement With City of Austin, Austin Energy for Providing Client Intake For the Free Weatherization Program in FY14.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
See attachment Memo

STAFF RECOMMENDATIONS:
No recommendation

ISSUES AND OPPORTUNITIES:
See attachment report and presentation

FISCAL IMPACT AND SOURCE OF FUNDING:
No Fiscal Impact

REQUIRED AUTHORIZATIONS:
Mary Etta Gerhardt, Assistant County Attorney'
Leroy Nellis, Acting County Executive, Planning and Budget Office
Cyd Grimes, CPM, Travis County Purchasing Agent
Nicki Riley, CAP, CMA, Travis County Auditor
Patty Lennon, Financial Analyst, Travis County Auditor's Office
Aerin Toussaint, Analyst, Planning and Budget Office
Sherri Fleming, County Executive, HHSVS

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to the County Judge's office, agenda@co.travis.tx.us **by Tuesdays at 5:00 p.m.** for the next week's meeting.

TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767

Sherri E. Fleming
County Executive
(512) 854-4100
Fax (512) 279-1608

Date: June 9, 2014

TO: MEMBERS OF THE COMMISSIONERS COURT

FROM: Sherri E. Fleming
Sherri E. Fleming, County Executive
Travis County Health and Human Services and Veterans Service

SUBJECT: Acceptance of FY14 City of Austin Free Weatherization Program Client Intake Agreement

Proposed Motion: Consider and take appropriate action to approve the agreement with City of Austin, Austin Energy for providing client intake for the Free Weatherization Program in FY14.

Summary and Staff Recommendation: Staff requests the acceptance of this agreement from the City of Austin, Austin Energy. The County will provide client intake services according to the program guidelines and will refer the eligible client documentation to Austin Energy. The program's weatherization services will be provided by Austin Energy.

Eligibility for this program includes Travis County residents whose households are customers of Austin Energy and have an income at or below 200% of the current Federal Poverty Income Guidelines.

Budgetary and Fiscal Impact: No funds are allocated for the program's client intake service. The contract is effective when signed by both parties and will terminate on May 1, 2015.

Background: This partnership between Austin Energy and the County will provide low income residential customers of Austin Energy an opportunity to offer weatherization

services and water conservation measures. By providing these services, it reduces related household energy costs.

cc: Leroy Nellis, Acting County Executive, Planning and Budget Office
Aerin Pfaffenberger, Budget Analyst Sr., Planning and Budget Office
Nicki Riley, CPA, Travis County Auditor
Cynthia Sayles, Auditor Analyst III, Travis County Auditor
Kapp Schwebke, Auditors Office
Mary Etta Gerhardt, Assistant County Attorney
Cyd Grimes C.P.M., C.P.P.O., Travis County Purchasing Agent
Deborah Britton, Division Director, Family Support Services
Lance Pearson, Social Services Program Administrator, Housing Services

INTERLOCAL CONTRACT
REGARDING FREE WEATHERIZATION PROGRAM CLIENT INTAKE

This interlocal contract is between County of Travis, a political subdivision of the State of Texas, ("County") and the City of Austin, a Texas home rule municipal corporation acting by and through its electric utility department, Austin Energy ("Austin Energy").

RECITALS

Austin Energy and County enter into this contract pursuant to the Interlocal Cooperation Act, TEX. GOV'T CODE, Chapter 791.

County and Austin Energy desire to provide certain services in the area of weatherization and other repairs for eligible clients.

County is authorized to provide the services related to this contract under TEX. LOCAL GOV'T. CODE, Section 81.027, and other statutes.

AGREEMENT

In consideration of the mutual promises and covenants in this contract, County and Austin Energy agree to the following terms and conditions:

1.0 DEFINITIONS. In this contract

1.1 "Eligible Client" means a client determined by County and Austin Energy to meet all program requirements and determined to be at or below 200% of the Federal Poverty Income Guidelines established by the United States Office of Health and Human Services for the current fiscal year of the federal government.

1.2 "Weatherization Services" means services performed to reduce energy consumption, optimize energy efficiency and protect a building's interior from the elements. Weatherization Services include sealing bypasses, HVAC work, final inspections, plumbing repairs, upgrades, retrofits and other equipment or work that directly results in both energy and water savings and those home improvements set forth in Section 3.5 of this contract.

2.0 TERM AND TERMINATION

2.1 **Effective Date.** This contract is effective when signed by both parties and terminates on May 1, 2015, unless earlier terminated by either party.

2.2 **Right to Terminate.** Either party shall have the right to terminate this contract, in whole or in part, at any time before the termination date upon thirty (30) days written notice.

3.0 PURPOSE AND STATEMENT OF MUTUAL BENEFIT AND INTERESTS

3.1 **Purpose.** The purpose of this contract is to establish the roles and responsibilities of County and Austin Energy in providing client intake for the Austin Energy Free Weatherization Program for low income residential customers.

3.2 **County Benefits.** County benefits include an active partnership with Austin Energy to offer low income residential customers weatherization repairs, water efficiency repairs, upgrades, fixtures, and equipment to reduce energy and water use and to help achieve County's weatherization goals.

3.3 **Austin Energy Benefits.** Austin Energy benefits include an active partnership with County to offer weatherization and water conservation measures that also reduce energy consumption and provide support toward Austin Energy's energy conservation goals.

3.4 **Mutual Benefits.** The mutual benefit for the parties is providing low income residential customers with an opportunity to use energy and water more efficiently, reduce related costs, and increase conservation of natural resources.

3.5 **Client Benefits.** Austin Energy offers free home energy improvements to customers with low-to-moderate incomes. The improvements reduce energy costs and enhance indoor comfort. Austin Energy helps low-to-moderate income customers save energy while improving their comfort. Qualified homes, who have their homes weatherized, may receive the following home improvements:

- Attic insulation
- Duct repair/replacement or sealing
- Addressing air infiltration of the home
- Minor repairs related to energy efficiency measures
- Solar screens
- HVAC repair or replacement
- Smoke/Carbon monoxide detector
- ENERGY STAR® compact fluorescent light bulbs
- Refrigerator replacement
- Minor plumbing improvements, such as new faucets, showerheads and aerators
- Referral to Texas Gas Services to address combustion appliances.

4.0 COUNTY OBLIGATIONS. County, through Travis County Health and Human Services & Veterans Services, shall provide the following services:

4.1 Make available to Austin Energy notice of County clients who are eligible to receive services under Austin Energy's Free Weatherization Program.

4.2 Ensure that clients referred to Austin Energy are Austin Energy electric utility residential customers.

4.3 Determine whether customers are Eligible Clients.

4.4 Provide Austin Energy with all required/necessary copies (as mutually agreed to by the parties) of documentation used to determine customer eligibility. Documentation may be in paper or electronic form.,

5.0 AUSTIN ENERGY OBLIGATIONS. Austin Energy shall provide the following services:

5.1 Provide Weatherization Services to Eligible Clients.

5.2 Maintain program information on the Austin Energy website outlining program requirements and procedures.

5.3 Collect and provide weatherization data to County on participant impact before and after program participation for purposes of assessing the effectiveness of weatherization program and other data as may be mutually agreed by the parties.

5.4 Exchange customer information to help identify potential program participants within limits of all applicable laws, rules, regulations, and policies.

5.5 Advise County of any changes in eligibility requirements.

6.0 MUTUAL OBLIGATIONS. County and Austin Energy shall provide the following services:

6.1 Meet with County and Austin Energy staff on a periodic basis to review client intake process and eligibility process.

6.2 Co-brand any joint program client application, information, and materials, as mutually agreed by the parties.

6.3 Perform all services and activities under this contract in a professional, prompt, and efficient manner.

6.4 Conform to all laws, regulations, ordinances, and grant requirements applicable to the performance of this contract. This includes the provision by each party of the necessary releases required for the release or exchange of client information.

6.5 Work with each other in developing other water and energy conservation partnerships that leverage the resources of both governmental entities resulting in similar benefits.

7.0 ASSIGNABILITY

7.1 Neither party may assign to a third party any of the rights or duties created by this contract.

8.0 NON-WAIVER

8.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

9.0 ENTIRE AGREEMENT

9.1 This contract constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this contract. No other promises, conditions, understandings, or other agreements relating to the subject matter of this contract exist.

10.0 NOTICES

10.1 **Required Notice.** Any notice required or permitted to be given under this contract by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address hereinafter specified. Each party may change its address for notice by giving notice of the change in accordance with this agreement.

10.2 **County Address.**

Sherri Fleming, County Executive
Travis County Health and Human Services & Veteran Service
P. O. Box 1748
Austin, Texas 78767

With copies to (registered or certified mail with return receipt is not required):

Honorable David A. Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767-1748

10.3 **Austin Energy Address.**
Director, Energy Efficiency Services
Austin Energy
721 Barton Springs Rd
Austin, Texas 78704

With copy to:

Division Chief, Austin Energy
City of Austin Law Department
P.O. Box 1088
Austin, Texas 78767-1088

11.0 FORCE MAJEURE

11.1 Neither party is liable for a failure or delay in performance that is caused by acts of God, riots, war, insurrection, and other similar events of Force Majeure that are not within the control of the failing or delayed party. The party invoking Force Majeure shall use due diligence to remedy the failure or delay in performance of its obligations.

12.0 GENERAL PROVISIONS

12.1 **Participation in Similar Activities.** This contract does not restrict County or Austin Energy from participating in similar activities with other public or private agencies, organizations, and individuals, or from providing similar services and activities on their own behalf outside the terms of this contract.

12.2 **Principal Contacts.** The principal contacts for routine communications and the performance of activities under this contract are:

13.2.1 County. Lance Pearson
Phone: (512) 854-7260
Lance.pearson@co.travis.tx.us

13.2.2 Austin Energy. Joe Guerrero
Phone: (512) 482-5394
Fax: (512) 482-5455
Joe.guerrero@austinenergy.com

12.3 **Non-Fund Obligating Document.** No money will be exchanged between the parties under this contract.

12.4 **Amendments.** Any changes to this contract will be made by written document signed by both parties.

12.5 **Immunity or Defense.** It is expressly understood and agreed by the parties that, neither the execution of this contract, nor any conduct of any representative of either party relating to this contract, will be considered to waive, nor will it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor will it be considered a waiver of sovereign immunity to suit.

TRAVIS COUNTY, TEXAS

By: _____ Date: _____
Honorable Samuel T. Biscoe
Travis County Judge

CITY OF AUSTIN d/b/a AUSTIN ENERGY

By: _____ Date: 5/29/14
Larry Weis
General Manager

LAW
SRR
DEPT