



# Travis County Commissioners Court Agenda Request

**Meeting Date:** October 28, 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 For The Financial Support Plus 1 Program With The City of Austin, Austin Energy For FY15 Period

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

See attached memo

**STAFF RECOMMENDATIONS:**

Staff recommends approval of this MOU

**ISSUES AND OPPORTUNITIES:**

See attached memo

**FISCAL IMPACT AND SOURCE OF FUNDING:**

See attached memo

**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
- Kapp Schwebke, Financial Analyst, Travis County Auditor's Office
- Aerin Toussaint, Analyst, Planning and Budget Office
- Sherri Fleming, County Executive, HHS/VS
- Kirsten Siegfried, Division Director, FSS
- Jim Lehrman, Division Director, OSC

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](mailto: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) 279-2197**

**Date:** October 16, 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 2014 – 15 City of Austin, Austin Energy Financial Support Plus 1 Program Agreement

**Proposed Motion:** Consider and take appropriate action to approve the agreement for the Financial Support Plus 1 Program with the City of Austin, Austin Energy for FY15 period.

**Summary and Staff Recommendation:** Staff requests the acceptance of this collaboration agreement for the Financial Support Plus 1 Program with City of Austin, Austin Energy. The amount for this agreement period is \$168,750. This is an increased amount of \$33,750 over the FY14 awarded allocation. The FY15 amount will be allocated quarterly. These program funds are used to respond to utility assistance requests from households having an income at or below 200% of the current Federal Poverty Income Guidelines and are unable to meet their household energy needs. The households must be customers of Austin Energy and Travis County residents.

**Budgetary and Fiscal Impact:** We utilize the allocated funds for direct service of utility assistance. Travis County will not receive or deposit these funds as they are internally allocated to our agency by Austin Energy each quarter in the contract period. No matching funds are required. The current contract period is 10/01/14 through 09/11/15.

**Issues and Opportunities:** The funding allocated by Austin Energy for this program is the largest local program funding received by the department for utility assistance.

**Background:** Travis County has participated in this program for a number of years. The department utilizes this program, as well as coordinating its efforts with other community resources, faith-based organizations and other local agencies providing services to Travis County residents.

Within the last full program year (FY14), we were able to assist 350 households within Travis County using this program funding. The operation of this program allows our department the ability to provide utility assistance to clients who are experiencing an energy-related hardship. The aim of such services, to assist clients in obtaining self-sufficiency, is consistent with the goal of the Travis County Health and Human Services and Veterans Service department.

cc: Leroy Nellis, Interim County Executive, Planning and Budget Office  
Aerin Pfaffenberger, Budget Analyst II, Planning and Budget Office  
Nicki Riley, C.P.A., Travis County Auditor  
Kapp Schwebke, Financial Analyst IV, Auditors Office  
Cyd Grimes, C.P.M., C.P.P.O., Travis County Purchasing Agent  
Mary Etta Gerhardt, Assistant County Attorney  
Kirsten Siegfried, Division Director, Family Support Services  
Jim Lehrman, Division Director, Office of Children's Service



City of Austin Financial Support Plus 1 Program Collaboration Agreement



Fund Allotment Agreement:

The purpose of this agreement is to make emergency assistance available to households having difficulty paying their utility bills, to offer education on economical use of utilities, and provide one-on-one support services.

Sponsored by: Travis County

Administration: Grant Administrator - Sherri E. Fleming

Coordinator - Kirsten Siegfried

Effective Date: October 1, 2014

Austin Energy will assign \$168,750 per fiscal year of Customer Assistance Program Financial Support Plus 1 Program (Plus 1) funds to Travis County ("agency" or "partner agency"). The funds will be assigned to Travis County at the start of each fiscal quarter. Austin Energy reserves the right to make changes as needed to allotment amounts or disbursement procedures with notice by mail, email, fax or phone to Travis County.

The undersigned parties agree to the collaboration agreement terms as outlined in this document. This agreement may be terminated by Austin Energy or Travis County at any time and for any reason with notice by mail, fax, or email to the other party at least seven (7) days prior to the specified termination date.

Attachments:

The attachments enumerated and denominated below are hereby made a part of this agreement, and constitute promised performances by the parties in accordance with all terms of this agreement:

Attachment - Partnership Agency Responsibilities

Partner Agency Authorized Administrator: Travis County

Austin Energy Process Manager:

BY Signature: Travis County Judge

Signature:

Printed Name: Samuel T. Biscoe

Printed Name:

Date:

Date:

Financial Assistance Plus 1 Program Partner Agency Contact Information:

Grant Administrator: Tonda Owens / Lisa Glass

Phone Number: 512-854-4113 / 512-854-4594

Mailing Address: P. O. Box 1748; Austin, TX 78767

Voucher Approval (please provide two signatory that will be authorized to sign vouchers)

Printed Name:

Printed Name:

1st Signature:

2nd Signature:

Austin Energy Contact Information:

Customer Service Call Center Phone Number (512) 494-9400 Mailing Address: 721 Barton Springs Road Austin, TX 78704-1145

Ronnie Mendoza, Manager - Customer Services Management Phone Number (512) 972-7725 Fax number (512) 505-4028 Email address: Ronnie.Mendoza@AustinEnergy.com



## City of Austin Financial Support Plus 1 Program Collaboration Agreement



### Guidelines and Procedures:

The purpose of the Customer Assistance Financial Support Plus 1 Program is to support customers who are having difficulty paying their utility bills and to assist in eliminating past due debt owed to the City of Austin for utilities. This support will assist customers in becoming self-sufficient and developing a healthy dialogue with the utility if future financial hardships should arise.

### The Partner Agency agrees as follows:

- \_\_\_\_\_ 1. The agency will develop its own eligibility criteria, priorities, case work documentation, and tracking of disbursements. The agency's guidelines will fulfill the purpose of the Financial Support Plus 1 Program collaboration agreement.
- \_\_\_\_\_ 2. Agency staff will screen clients using their eligibility criteria. Plus 1 requests will be incorporated into these processes with minimal additional in-kind resource requirements as agreed to by partnering agency.
- \_\_\_\_\_ 3. Agency will not discriminate in providing Plus 1 funding to any client based on race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity or disability. Use of income eligibility criteria will not be considered discrimination under this section. Clients will be screened based on emergency need determined by partner and must be a City of Austin utility customer.
- \_\_\_\_\_ 4. A debt-resolution plan which may include one of the following options will be developed by the agency within the agency's policies and procedures:
  - a. Assist with the quoted amount to arrange a Payment Agreement (PA) between the customer and Austin Energy
  - b. Assist with reinstatement of PA
  - c. Match funds and Plus 1 disbursement to pay off the entire debt
- \_\_\_\_\_ 5. Agency staff will contact Austin Energy Contact Center at (512) 494-9400 and advise the representative the amount of pledge. Agency will get the name of the customer service representative for any follow up that is needed.
- \_\_\_\_\_ 6. The agency will fax or email legible vouchers to Austin Energy community assistance employees at **(512) 505-4028 or Plus1Partners@austinenergy.com**. Original vouchers will be mailed directly to Austin Energy at the end of each month.
- \_\_\_\_\_ 7. Agency will review Distribution List provided by Austin Energy for accuracy and contact community assistance employees within one week for any corrections or comments.
- \_\_\_\_\_ 8. Agency understands Plus 1 allotments are only applied to residential accounts.
- \_\_\_\_\_ 9. Agency understands that Plus 1 allotments will not be distributed after **Friday, September 11, 2015**.
- \_\_\_\_\_ 10. Agency understands Plus 1 disbursements cannot pay deposits.
- \_\_\_\_\_ 11. Austin Energy will not provide Plus 1 allotments to customers who are charged with meter tampering fees within the past 12 months.
- \_\_\_\_\_ 12. Pledge limits are determined on a yearly basis. Austin Energy reserves the right to change pledge limits yearly depending on budget. As well as reduced pledge amounts as to not provide a credit to customer's account.
- \_\_\_\_\_ 13. Agency will have a release of information form provided by Austin Energy signed by each client requesting Plus 1 allotment if necessary.
- \_\_\_\_\_ 14. Agency will notify Austin Energy of any special situation that warrants our attention.
- \_\_\_\_\_ 15. Agency understands that if they want to assist their own employees with Plus 1 disbursements they must refer those customers to one of Austin Energy's other partnering agencies. Plus 1 allotment will not be utilized to support staff from the partner agency where the employee is employed.
- \_\_\_\_\_ 16. Agency understands that clients requesting Plus 1 allotments can only be assisted once every 12 months per agency. (Example: Jane Doe requests and is awarded in October 2013 she cannot request again until October 2014 at the earliest).
- \_\_\_\_\_ 17. Agency understands that monthly business ends at the end of the month and must be posted to that month. If information is not received in a timely manner it will be delayed by at least one week.
- \_\_\_\_\_ 18. Agency will have representative at each quarterly Plus 1 meeting and at the annual Affordable Energy Policy Summit.
- \_\_\_\_\_ 19. Agency agrees to a year-end site visit by community assistance employees at which agency will provide the following:
  - a. Completed Site Visit Evaluation Form
  - b. Proof of expenditure tracking
  - c. Two client files for review
  - d. If requested, agency will make staff/volunteers available for questions



## City of Austin Financial Support Plus 1 Program Collaboration Agreement



- \_\_\_\_\_ 20. Meeting renewal requirements does not guarantee a current partner to continue participating in the Plus 1 collaboration. Austin Energy reserves the right to make changes as needed within the program.
- \_\_\_\_\_ 21. Agency will be required to submit yearly application to be considered for renewal collaboration. Agency understands that renewal contracts for the upcoming year will only be provided to agencies that score a minimum of 80 points on the application.
- \_\_\_\_\_ 22. In order to be considered an agency in good standing, agencies must have successfully utilized 90% of their funding allowance within the fiscal year.
- \_\_\_\_\_ 23. Agency understands 80% of funds must be expensed by **August 21, 2015**, to prevent a reduction in funds.
- \_\_\_\_\_ 24. Agency understands that Austin Energy has the right to move unused allotments around from one community partner to another if deemed necessary to meet program goals and objectives after **August 21, 2015**. Notice will be provided by mail, email, fax or phone.