

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: June 17, 2008 Consent Regular
 Ordinance Public Hearing

Department

Submitted By: Community Services

Submitted For: Division of Human Services

I. EXECUTIVE BRIEF


Motion and Title: Staff recommends motion to approve: Agreement with Florida Power & Light Company (FPL) for the period of July 1, 2008, through June 30, 2013, in an amount up to \$300,000 per year, for the Care to Share Program.

Summary: This FPL Care to Share Program Agreement enables the Division to provide financial assistance to households at risk of their power being disconnected. The Division of Human Services offers case management for participants to assure that payment through the grant is coupled with a plan that includes a comprehensive continuum of emergency, economic stability and self sufficiency services. A maximum payment of \$500 per participant, per grant year is provided. No match is required. (Human Services) Countywide (TKF)

Background and Justification: This is the second contract that Florida Power & Light Company has granted to the County to provide utility assistance to households that are at the risk of their power being disconnected. The Care to Share program is sponsored by FPL and is designed to provide emergency assistance funds to customers who are in a crisis situation and unable to pay their electric bill. Voluntary contributions from FPL customers, along with corporate contributions from FPL, fund FPL Care To Share. Since the Division's administration of the FPL Care To Share Program began, a total of \$320,303 was expended to assist 791 residents.

Attachments:

Florida Power & Light Company- FPL Care to Share Program Agreement

Recommended By:	 Department Director	5-29-2008 _____ Date
Approved By:	 Assistant County Administrator	4/6/08 _____ Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011
Capital Expenditures				
Operating Costs	<u>75,000</u>	<u>300,000</u>	<u>300,000</u>	<u>300,000</u>
External Revenue	<u>(75,000)</u>	<u>(300,000)</u>	<u>(300,000)</u>	<u>(300,000)</u>
Program Income (County)				
In-Kind Match (County)				
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)				

Is Item Included in Current Budget: Yes X No _____
 Budget Account No.: Fund 0001 Dept. 148 Unit 1341 Obj. 8301
 Program Code IS49 Program Period: GY08

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Departmental Fiscal Review: RW?

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Atwillhite 6-3-08
 OFMB 10/11 6/2/08
John J. Lacey
 Contract Administration 6/14/08

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

John State
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

2. Applicant must have an account with FPL or reside at the service location.
3. Must have identification with the same address as the FPL account. Some examples include: a driver's license showing the FPL service address; a rent receipt showing the client's name at the FPL service address; a water or phone bill in the client's name showing the FPL service address; a mortgage statement showing the client's name and the FPL service address.
4. Must show proof of a family or personal crisis.
5. Must have a delinquent FPL bill, final notice, or disconnect notice for the FPL account. Current bill is also eligible, if caseworker deems appropriate.
6. Must have exhausted all other available sources for payment of electric service. After available State and Federal funds for which the applicant qualifies have been applied for or committed, the Care To Share funds may be used. The exception is when the applicant is in imminent danger of losing electricity and time does not allow applying for State and Federal funds.
7. Household income level should fall at or below 150% of the Federal poverty level. The income of all persons residing at the service address are to be included in household income. The administering Agency may exercise flexibility in expanding income limits based on special recipient situations.
8. If assistance is provided, applicant must have a plan in place to maintain additional/future household expenses.
9. Applicant or member of applicant's household, either together or individually, must not have received a benefit under the Care To Share Program within the last twelve months.
10. Applicant or member of applicant's household must not have a history of fraud or service tampering. This may include, but not limited to, using a minor or fictitious name, unauthorized connecting of the meter, or tampering with the service in any way.

Note: FPL views fraud and service tampering very seriously. If a client with a history of fraud or service tampering is permitted to receive an FPL Care To Share Program commitment, FPL reserves the right to pursue payment from the customer for any charges related to the fraud or service tampering activity. None of those charges can be paid for by FPL Care To Share Program funds.

II. Care To Share Application and Documentation

1. Potential recipient's current participation in T.A.N.F., Medicaid, S.S.I., food stamps, and public housing may be used for means testing.

2. Caseworkers should verify "self-declaration" of recipient's income based on established Agency guidelines to limit inappropriate disbursements.
3. The Agency's standard intake form will be utilized for the Care To Share program.
4. Approved applications, as well as disapproved applications, will be maintained as required under the Florida Administrative Code, as may be amended.

III. Care to Share Payment Requirements

1. All FPL charges (including late fees) are eligible for the program with the exception of deposits, non-electric optional products and services, return check fees, and additional billings resulting from service tampering (non-inherited current diversion charges).
2. If funds are available, and the recipient has no other means to pay, the Agency must pay the entire delinquent amount up to the currently prescribed upper limit, as determined by FPL. While this limit can be increased or decreased at the discretion of FPL, the upper limit as of the date of this contract is \$500.
3. No recipient or a member of recipient's household, either together or individually, may receive more than a one-time benefit in a 12 (twelve) month period up to the prescribed upper limit, as referenced in item III-2. No recipient or member of recipient's household may circumvent this limitation by changing account names among themselves or by moving to a new location.
4. Disbursement of funds by the Agency must be by check payable to Florida Power & Light Company and must be received by FPL's Payment Processing Center no more than 60 days from the commitment date.
5. Payment must be submitted in the name of the FPL customer of record.
6. Exceptions to the requirements listed above require the approval of the appropriate FPL Area Special Consumer Services Manager.

IV. Public Energy Assistance Programs

The Care To Share Program is designed to fill voids in existing energy assistance programs that have exhausted their resources or where recipient's needs exceed program limits. Caseworkers should contact and document efforts to link recipient with LIHEAP, EHEAEP, and Emergency Food & Shelter National Board Program (EFSP) program energy funds.

V. FPL/Agency Interface

FPL will solicit its customers to contribute to the "Care To Share" Emergency

Energy Assistance Fund via the customer's monthly electric statement and may as an option supplement customer contributions with corporate contributions. FPL will determine in its sole discretion the method by which contributions will be collected. FPL will collect and distribute these funds to the administrative Agency proportional to the amount of donations received in the area to which the Agency has agreed to provide program services. FPL corporate contributions will be distributed to the administrative Agency at the discretion of FPL.

FPL will work closely with the Agency on timing of Agency funding. FPL funds will be disbursed to the Agency on a scheduled basis. Commitments must be itemized using an FPL Payment Transmittal form or computer generated facsimile of the FPL Payment Transmittal form. FPL Transmittal envelopes must be used when remitting agency payment and FPL Transmittal forms. In some cases agencies may not be able to use the Transmittal envelope because of their accounting system. In those cases the assigned ASSIST P.O. Box 02-5231, Miami FL 33102-5231 must be used. No deductions from contributions will be made for overhead, salaries, administrative costs or any other expense incurred by the Agency.

FPL's Assistance and Referral Representatives (ASSIST Reps) will serve as the utility's primary liaison on a day-to-day basis with Agency caseworkers concerning billing inquiries. ASSIST Reps will be contacted in a timely manner concerning committed program funds for each recipient. FPL Area Special Consumer Services Managers, as listed in this agreement, may serve as alternate contacts when necessary, and will serve as primary contact persons concerning the on-going administration of the program. Special Consumer Services Managers have the authority to consider exceptions to the FPL Care To Share Program requirements. These are considered on a case-by-case basis.

The Agency will encourage energy conservation through referral of the client to FPL's free energy survey service (1-800-DIAL FPL) and by distributing FPL conservation information when appropriate. The Agency will also encourage FPL's various billing and payment options as appropriate for the recipient, including FPL 62Plus, Friendly Reminder and Budget Billing.

VI. Auditing

The appropriate Agency designee will routinely review recipient files and the program process. The Agency will include the Care To Share fund in its internal auditing schedule and report any significant irregularities to FPL. In addition, the Agency, and/or its designees, will provide to the FPL area contact representative, on a *quarterly basis (due April 15, July 15, Oct. 15 and Jan. 15) copies of FPL Transmittal forms indicating the following:

1. Total recipients served during the preceding quarter by county.
2. Total amount disbursed during the preceding quarter by county.
3. Beginning balance in Care To Share fund, by county.

4. Care To Share funds provided to each county.
5. Total amount remaining in Care To Share fund, by county.

Copies of quarterly audit reports will be provided to the Agency by the FPL Area Special Consumer Services Manager.

In addition, when an agency employee is to receive assistance, the Agency Director must contact the FPL Area Special Consumer Services Manager in advance for approval.

** Please note that FPL may request monthly reporting from the agency to further monitor program activity and program funds balance.*

VII. General

The Agency and FPL personnel will strive to provide this community resource with a high degree of professionalism, reflecting positively on the program's donors, FPL and the Agency administrator.

The Agency and FPL have named the following designees for purposes of this Agreement:

FPL State Contact:

Louis Gonzalez
Coordinator, Special Consumer Services
P. O. Box 029100
Miami, FL 33102-9100
(305) 552-3274

Palm Beach County Contact:

Claudia Tuck, Director
Division of Human Services
810 Datura Street
West Palm Beach, FL 33401
(561) 355-4775

FPL East Service Area Contact:

Dianne Verner
Special Consumer Services
P. O. Box 8768
West Palm Beach, FL 33407
(561) 640-2540

Upon its execution, this Agreement shall supersede any previous agreements and remain in force for a term of five years, expiring on July 1, 2013. Either party has the right at any time on ninety (90) days written notice to the other to terminate or amend the Agreement. Should this happen, any remaining funds will be returned to FPL along with an accounting.

The Parties understand this program is designed to be flexible to the current needs of the community, and modifications may be made from time to time to make the program

more effective. Any modifications to this Agreement must be by mutual agreement of the Parties in form of a written amendment.

IN WITNESS WHEREOF, Florida Power & Light Company and the Agency caused this Agreement to be executed on the date indicated below.

Provider:

Agency:

FPL, Florida Power & Light Company

Palm Beach County Board of County Commissioners

By: _____
Coordinator, Special Consumer Services

By: _____
Addie L. Greene, Chairperson

By: _____
Sharon R. Bock, Clerk and Comptroller

Address:
Florida Power & Light Company
P.O. Box 029100
Miami, FL 33102-9100

Address:
Palm Beach County Division of Human Services
810 Datura Street
West Palm Beach, FL 33401

Date: _____
Revised 4/2008

Date: _____

Approved as to Form and Legal Sufficiency

County Attorney

Approved as to Terms and Conditions



Department Head