Memorandum

MIAMI-DADE COUNTY

Date:	February 4, 2014
To:	Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners
From:	Carlos A. Gimenez Mayor
Subject:	Resolution Ratifying Grant Agreement Between Florida Power and Light Company (FPL) and Miami-Dade County through its Community Action and Human Services Department

Agenda Item No. 14(A)(1)

RECOMMENDATION

It is recommended that the Board of County Commissioners ("Board") ratify the action to approve and execute the agreement between Miami-Dade County, through its Community Action and Human Services Department (CAHSD) and Florida Power and Light (FPL) Company for the FPL Care to Share Program. This agreement will facilitate the continuation of the provision of emergency utility assistance to eligible families served by the Community Action and Human Services Department ("CAHSD") in the FPL Miami-Dade County Service Area.

SCOPE

The impact to for the provision of these services is countywide. The Miami-Dade County CAHSD administers the Florida Power and Light (FPL) Company, FPL Care to Share funds.

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact to Miami-Dade County for the provision of these services. There are no administrative costs associated with the funding and no local match required by Miami-Dade County. The dollar amount available is contingent upon the amount of revenue collected from FPL customers for the Care to Share Program through contributions. The disbursement of funds will not exceed the revenue collected. Contracts are awarded on a five-year basis, with the current agreement commencing on January 1, 2014 and ending on December 31, 2018.

TRACK RECORD/MONITORING

The Community Action and Human Services Department will be responsible for administrative oversight and monitoring of this agreement and the services to be provided. Wanda Walker, Acting Assistant Director, Family and Community Services will monitor and process the disbursement and expenditure of funds, and manage programmatic and fiscal reporting in accordance with project reporting and auditing procedures.

BACKGROUND

The Community Action and Human Services Department provides a broad scope of social services to residents under one roof. CAHSD provides a unique blending of programs and services to the full lifetime spectrum, from birth to the elderly. As the coordinator of social services for Miami-Dade County, CAHSD employs a central intake approach which allows for the assessment of residents' eligibility for a wide variety of services through a single point of entry; including assistance with the payment of utility bills.

Florida Power and Light Company (FPL) has chosen to continue its relationship with the Community Action and Human Services Department to administer the FPL Care to Share Program. This energy assistance program allows FPL customers to contribute to a pool of funds that are used to assist low-income customers, identified by the CAHSD, by providing financial assistance to meet emergency energy needs.

Since its inception in January 1, 1997 through December 2013, approximately 15,456 clients have been provided financial assistance towards their energy bills. The maximum assistance is $500 per year for an eligible family.

Russell Benford, Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: February 4, 2014

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 14(A)(1)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

✓ _____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(1)
2-4-14

RESOLUTION NO. _____

RESOLUTION RATIFYING THE COUNTY MAYOR OR COUNTY MAYOR'S ACTION IN APPROVING AND EXECUTING AN AGREEMENT BETWEEN FLORIDA POWER AND LIGHT (FPL) COMPANY FOR THE FPL CARE TO SHARE PROGRAM FOR THE PROVISION OF EMERGENCY UTILITY ASSISTANCE TO FAMILIES SERVED BY THE MIAMI-DADE COUNTY COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT

WHEREAS, the Board of County Commissioners ("Board") desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the County Mayor or the County Mayor's designee action in approving and executing the agreement between Florida Power and Light (FPL) Company and Miami-Dade County through its Community Action and Human Services Department, attached and incorporated herein as Exhibit A, for the FPL Care to Share Program which provides emergency utility assistance to families served by the Miami-Dade Community Action and Human Services Department; authorizes the County Mayor or the County Mayor's designee to execute such contracts and agreements as are required following their approval for form and legal sufficiency by the County Attorney's Office; and authorizes the County Mayor or the County Mayor's designee to apply for, receive and expend additional future funds should they become available under this program for the purpose outlined herein and to file and execute any necessary amendments to applications for and on behalf of Miami-Dade County, and to exercise amendments, modifications, renewal, cancellation and termination clauses of any contracts and agreements on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner ,

who moved its adoption. The motion was seconded by Commissioner

and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro	Esteban L. Bovo, Jr.
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of February, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Estephanie S. Resnik

Florida Power & Light Company
FPL CARE TO SHARE® PROGRAM AGREEMENT
FPL Miami-Dade County Service Area
5-Year-Agreement from January 1, 2014 to December 31, 2018

THIS **AGREEMENT** ("Agreement") is entered into between FLORIDA POWER & LIGHT COMPANY, a Florida corporation, hereinafter referred to as "FPL" and **Miami-Dade County through its Community Action and Human Services Department**, hereinafter referred to as the "Agency." The Agency should provide each of its intake offices involved in the program with an executed copy of this Agreement.

FPL's facilitation of this Agreement is delegated to FPL's Area Special Consumer Services Manager, hereinafter referred to as the "FPL Manager." The Agency's staff/volunteers handling intake for the program will hereinafter be referred to as "Caseworkers."

To assist the emergency needs of people in times of hardship, FPL shareholders, employees and customers are providing a contribution fund known as the "FPL Care To Share®" emergency energy assistance fund for electric utility payment, also referred to as "C2S."

As part of its obligations under this Agreement, the Agency will administer the FPL Care To Share funds to provide emergency energy assistance (payment of FPL bills) to eligible residents in Miami-Dade County, Florida.

The Agency will work with the appropriate social service providers in their area by sharing FPL Care To Share program information and promoting broad access to these community resources through the formal FPL Care To Share structure.

As a condition to this Agreement becoming effective, the Agency will furnish to FPL a copy of its letter of determination of tax exempt status (not applicable for agreements with county/municipal entities).

The Agency will determine the eligibility of energy assistance customers, subject to the Care To Share program standards. FPL will play no part in determining the eligibility of the applicant for assistance, or the amount of funding an approved applicant might receive.

Before proceeding with eligibility assessment, the Agency must secure from the Account Holder (or Applicant) a signed "Authorization for Release of Information" form, in order to have access to FPL billing information. FPL reserves the right to request the Agency to provide copies of the forms as part of the program audit requirements.

The Agency shall ensure that no person shall be subjected to discrimination in connection with the FPL Care To Share program on the basis of age, gender, disability, race, color, creed, national origin, religion or ancestry contrary to applicable law.

FPL customers who are potential recipients of Care To Share funds shall have equal opportunity for assistance, and assistance remains available twelve months per year, as funding and resources permit.

These standards cannot be added to or deviated from without the prior consent of the FPL Manager.

The Agency signing this Agreement does hereby bind itself to the following terms and conditions:

I. Eligibility Requirements

Potential recipients must contact the administering Agency and follow the agency's intake process, which could include receiving preliminary screening and making an appointment with the Agency's representative when appropriate.

An eligible applicant (or member of applicant's household) is one who meets all the following criteria:

1. Must physically reside in FPL's service area at the address for which assistance is sought.

2. Must have an account with FPL or reside at the service location. Should an Agency employee seek to apply for Care To Share program assistance through the Agency, an Agency supervisor – such as the Primary or Secondary contact listed on FPL ASSIST record - must contact the FPL Manager in advance for approval and commitment placement.

3. Must have identification that reflects the client (customer) name and the same address as the FPL account. Some examples of acceptable identification include a driver's license, a rent receipt, a water or phone bill, a tax bill or a mortgage statement

4. Must have a delinquent FPL bill, final notice, or disconnect notice for the FPL account. Current bill is also eligible, if the Agency caseworker reasonably deems it appropriate.

5. Must NOT have received a benefit under the FPL Care To Share program within the last twelve months, at the current service address or any other address. This applies to the applicant and members of the applicant's household, either together or individually. The commitment set-up date is used to determine the twelve (12) month time period.

6. Must show proof of a family or personal crisis. The Agency is responsible for reasonably determining what constitutes a family or personal crisis.

7. Must consider all other available government-funded sources for electric service payment assistance first, unless the applicant is in imminent danger of losing electricity (service disconnect), and time does not allow the client to apply for government funds. In addition, FPL recognizes that government funds may not be available at the time due to limited resources. If that's the case, the caseworker should record the circumstances in the client's file. But if time does permit and government funds are available, then C2S should be considered only after the government funds for which the Applicant qualifies have been applied for or committed, as may be permitted by applicable law and the requirements of other government funded programs.

8. Must have a plan in place to maintain additional/future household expenses, if C2S assistance is provided.

9. Must have a household income level that falls at or below 150% of the Federal Poverty Level (as revised annually by U.S. Health and Human Services). The incomes of all persons residing at the service address are to be included in determining household income eligibility. The Agency may exercise flexibility in expanding income limits based on special recipient situations and needs.

10. Must NOT have a history of fraud or service tampering. This applies to the Customer and all members of the Customer's household. This may include, but is not limited to, using a minor or fictitious name, unauthorized connection, re-connection or by-passing of the electric meter, current diversion, or tampering with FPL service in any way.

    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 return of 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. FPL Care To Share Application, Documentation and Records Retention

1. Caseworkers will ask the client to sign an Authorization for Release of General and/or Confidential Information form and retain that signed original. If telephone pre-screening is conducted, the caseworkers will review the information from the release form and seek the client's verbal approval to share information. Caseworker should note on the file that the client's verbal approval was obtained.

2. Caseworkers will use the Agency's standard intake form for the FPL Care To Share program.

3. Caseworkers will record the client's proof of crisis and plan to sustain future bills.

4. Caseworkers will secure and retain a copy of the client's actual bill (or FPL facsimile provided through the FPL ASSIST Web Portal or by FPL staff), notating the balance eligible for the program. (Balance should be verified by calling FPL ASSIST Office).

5. Regarding income, caseworkers will:

   a. Use potential recipient's current participation in Temporary Assistance for Needy Families (TANF), Medicaid, Supplemental Security Income (S.S.I.), food stamps, and public housing for means testing.
   b. Verify and record "self-declaration" of recipient's income based on established Agency guidelines to limit inappropriate disbursements.

6. Caseworkers will note the call they make to the FPL ASSIST Office to confirm the Customer's eligibility, noting the date of the call and the first name of the FPL ASSIST representative who handled the call.

7. Caseworkers will retain all approved applications, disapproved applications, and other pertinent records described in this section, for a period of three (3) calendar years plus the current calendar year.

8. Caseworkers will maintain a list of retracted commitments, indicating reason for retraction and when FPL was notified.

III. FPL Care to Share Payment Requirements

1. All FPL charges 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) are eligible for the program. Late payment fees assessed to customer accounts during the time the Agency's disbursement process to the utility is pending are applicable.

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 standard upper limit for the program 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 twelve (12) month period. 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. Commitment set-up date is used to determine the 12-month time period.

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 later than sixty (60) days from the commitment date.

5. Payment must be submitted in the name of the FPL Account Holder (customer of record) for the household applying for assistance.

6. Exceptions to the requirements listed above require the approval of the FPL Manager, and may require additional approval by the FPL Coordinator.

IV. Public Energy Assistance Programs

The FPL 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. Agency caseworkers should document efforts to link recipient with LIHEAP, EHEAEP, and the National Food and Shelter (FEMA) program energy funds in advance of, and prior to committing any, Care To Share funds to such client.

V. FPL / Agency Interface

Program Funding

FPL will solicit its customers to contribute to the "FPL Care To Share" fund via the customer's monthly electric statement, and may as an option supplement customer contributions with shareholder and employee 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 shareholder and employee contributions will be distributed to the administrative Agency at the discretion of FPL, with area population and poverty factors considered.

FPL will work closely with the Agency on disbursement of the Agency's funding. FPL funds from all sources will be disbursed to the Agency on a quarterly basis (subject to change upon thirty (30) days' notice from FPL).

Program Commitments and Payment

Commitments must be paid and itemized using an FPL Payment Transmittal form (or alternative transmittal as pre-approved by FPL) that contains the following:

- Agency name, address, preparer's contact phone and/or email and date submitted
- Funding type for the payments contained on the specific transmittal (i.e., LIHEAP, EHEAP, Care To Share, and Other Assist) Note: Please use separate transmittals for different funding types.
- FPL Customer Name of Record
- Address where FPL is providing service
- Alternative Customer Name if not FPL Customer of Record
- FPL Bill Account Number
- Amount of Commitment to be placed.

Prepared transmittals must be mailed to the following address, and FPL will provide pre-addressed envelopes upon request:

FPL ASSIST
P.O. Box 25231
Miami, FL 33102-5231

In some cases, the Agency may not be able to use the Transmittal Envelope because of their processing system. In those cases, and to ensure timely and accurate posting of payments, the above identified mailing address must still be used. The Agency commitments may be submitted in the following ways:

- Phone call to 1-800-480-7927
- Fax to 1-800-480-7928
- FPL ASSIST web portal

No deductions from Care To Share funds may be made for overhead, salaries, administrative costs or any other expense incurred by the Agency. The entirety of funds disbursed for Care To Share must be applied to payment assistance on behalf of FPL Customers.

FPL Program Staff

FPL's Assistance and Referral Representatives (ASSIST Reps) will serve as the utility's primary liaison on a day-to-day basis with the Agency (caseworkers) concerning billing inquiries and commitments. ASSIST Reps will be contacted in a timely manner concerning committed program funds for each recipient.

The FPL Manager will serve as primary contact concerning the overall administration of the program, including when the Agency is requesting an exception commitment.

The FPL Manager has the authority to change Care To Share program qualifications and process requirements on a "temporary" basis, with thirty (30) days' notice to the Agency, if in the best interests of FPL, its customers and partner agencies. This would include temporary changes to payment limits, number of payments for a client annually and other such considerations.

Client Education

The Agency should encourage energy efficiency through referral of the client to FPL's free energy survey service (1-800-DIAL FPL) and by distributing FPL energy conservation and program information, when feasible and as appropriate for the applicant. FPL will keep the Agency advised regarding available programs.

The Agency should encourage FPL's billing and payment programs, when feasible and as appropriate for the Customer, including FPL 62Plus, Friendly Reminder, On-Call, Budget Billing, and others as appropriate. FPL will keep the Agency advised regarding available programs.

Agency Staff Training

Caseworkers handling intake for the Care To Share program must first be trained on the program criteria, either through the Agency, FPL Manager or a combination of both sources. Caseworkers must read, sign and agree to abide by the Program Eligibility Criteria outlined in the FPL "Staff/Volunteer Certification" form. Caseworkers will sign this form to confirm their understanding of program guidelines, and their commitment to use account information obtained from FPL for the sole purpose of conducting the customer qualification process. The form must be maintained by the Agency and be made available upon request.

Agency Staff/FPL ASSIST Record

The Agency must maintain its list of authorized ASSIST agents and communicate any changes to that list to FPL through its ASSIST Office or FPL Manager.

VI. Auditing

The Agency will routinely review FPL Care To Share customer files and program processes. The Agency will include Care To Share funding in its own internal auditing schedule and will confirm the completion of such audits by its signature on the Quarterly Agency Fund Reconciliation report. In this report, the Agency will indicate any significant irregularities to FPL as found.

On a quarterly basis (due by the 15th day of the first month of each quarter, for the prior quarter), the Agency will provide to the FPL Manager the following:

- the completed Fund Reconciliation Report, signed by a principal of the Agency, confirming the C2S fund to be "in balance" and verifying that the information provided is as true and accurate as possible. The completed and signed Fund Reconciliation Report also demonstrates the Agency's internal reconciliation of the fund.

- the Fund Reconciliation Report also includes the following metrics:
  - Previous Audit Ending Balance
  - Funds Provided by FPL to the Agency
  - Transmittals Paid and/or Submitted to Agency Payment Dept for Payment
  - Other Adjustments
  - Audit Ending Balance
  - Number of Customers Served
- Copies of all transmittals pertaining to that Quarter's report.

The FPL Manager will audit the records submitted and will request from the Agency copies of signed "Authorization for Release," forms for customers selected at random from the accounts covered in that quarter. Upon completion of the quarterly audit, the FPL Manager will provide a completed quarterly audit report to the Agency. The report will specifically confirm the audit as acceptable (or not), and/or identify any exceptions cited, along with recommended (or required) steps to eliminate or correct said exceptions and process shortcomings.

In addition to the quarterly audit, FPL and/or a third-party designee will conduct an on-site agency Operational Review no more than once every two years. These on-site visits are intended to be minimally intrusive to the agency's normal operation, and will be scheduled approximately thirty days in advance. The Agency will be advised on what type of files/documentation/information will be needed for review. The agency may be asked to review some information in advance, to facilitate an efficient on-site review.

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

FPL Corporate Contact
Louis Gonzalez
Special Consumer Services Coordinator
P. O. Box 029100
Miami, FL 33102-9100
(305) 442-5801

Agency Contact
Lucia Davis-Raiford
Director
701 NW 1 Court, 10th Fl
Miami, FL 33136
954-357-6367

FPL Area/Regional Contact
Della M. McCurdy
Area Special Consumer Services Manager
7201 Cypress Road, CSC/CB
Plantation FL 33317
(954) 321-2174

The parties to this Agreement understand the FPL Care to Share 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.

VIII. Miscellaneous

FPL may terminate this agreement at any time without liability to any party. In no event shall either party hereto be liable to the other for consequential, special, exemplary, indirect or incidental losses or damages under the agreement, including loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit, and Agency and FPL each hereby release the other and each of such persons and entities from any such liability. This agreement is governed by Florida law. THE PARTIES HERETO WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING IN CONNECTION WITH THIS AGREEMENT.

IX. Approvals

Upon its execution, this agreement shall supersede any previous agreements and Remain in force for five years – from January 1st, 2014 to December 31st, 2018. 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 occur, any remaining funds will be returned to FPL along with a complete accounting.

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

Florida Power & Light Company	Miami-Dade County through its Community Action and Human Services Department
PO Box 029100 Miami, FL 33102-9100	111 NW First Street Miami, FL 33128-1985
Louis Gonzalez Jr. *(Print Name)*	Carlos A. Gimenez *(Print Name)*
Special Consumer Services Manager *(Title)*	Mayor *(Title)*
(Signature / Date)	*(Signature / Date)*

END