

FORT BEND COUNTY FY 2010  
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 3/24/10

Submitted By: Hopie Solomon

Department: 6451 Social Services

Court Agenda Date: 4-6-10

Phone Number: Ext. 3506

**SUMMARY OF ITEM:** Enter into a letter of agreement between Fort Bend County Social Services and CenterPoint Energy for FY 2010. The agreement provides a total grant amount of \$2,000 for energy assistance payments for Fort Bend County residents who are CenterPoint customers qualifying for bill assistance. There is no cash match requirements. 2. Accept a grant from the Emergency Food & Shelter Program (EFSP) Phase 28 in the amount of \$ 275,851 to be utilized as follows: \$13,793 for food assistance, \$171.028 for rental/mortgage assistance and \$91,030 for utilities assistance.

RENEWAL AGREEMENT/APPOINTMENT

YES ☐ NO ☒

**FINANCIAL SUMMARY:**

BUDGETED ITEM: YES ☐ NO ☒

FUNDNG SOURCE: Accounting Unit: 185645999 Account Number: 63850  
Activity (If Applicable): R645-ENTEX

DESCRIPTION OF LAWSON ACCOUNT: \_\_\_\_\_

**Instructions to submit Agenda Request Form:**

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

**DISTRIBUTION:**

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)

If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input type="checkbox"/> Auditor (281-341-3774)	<input type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input type="checkbox"/> Budget Officer (281-344-3954)	<input type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify):

4-9-10 orig. ret. to Maria Cloudt at Social Services

- A. Social Services: Take all appropriate action on Agency Agreement between Fort Bend County and CenterPoint Energy Resources Corp. to provide assistance to qualified County residents who are customers of CenterPoint Gas, with no cash match required by Fort Bend County.



**Sharon Michael Owens**  
Vice President  
Corporate Community Relations

March 1, 2010

Ft. Bend County Welfare  
The Honorable Robert Hebert  
County Judge  
309 South 4<sup>th</sup> Street, Ste. 719  
Richmond, Texas 77469

c/o Hopie Solomon  
4520 Reading Road, Suite A  
Rosenberg, Texas 77471

Dear Hopie:

Enclosed is the CenterPoint Energy Gas Assistance Agency Agreement per our previous discussions. Please review the agreement and forward to County Judge Robert Hebert for approval by Commissioners' Court. If there are any corrections or revisions, please don't hesitate to contact Ms. Stephanie Bundage, our attorney and she will make the changes. Once the agreement is approved on your end and returned to my attention, we will forward the check along with a complete agreement.

We appreciate your patience and this partnership which will be beneficial to your clients and our customers.

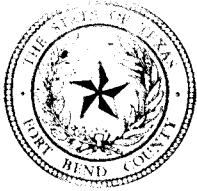
Don't hesitate to call me at 713.207.7166 if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sharon".

Attachments

cc: Stephanie Bundage



**HEALTH & HUMAN SERVICES  
SOCIAL SERVICES DEPARTMENT**  
FORT BEND COUNTY, TEXAS

HOPIE SOLOMON, LSW  
DIRECTOR

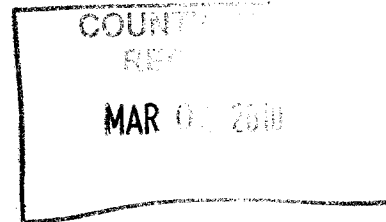
MEMORANDUM

TO: Donna Ospina

FROM: Hopie Solomon  
Director of Social Services

DATE: March 4, 2010

SUBJECT: Agenda item



Enclosed is the original "Letter of Agreement" for "Centerpoint Energy Gas Assistance" program. Funds are for Fort Bend County residents who are qualified Centerpoint Gas customers.

Please note the Letter of Agreement has been sent to the County Attorney's office for review and agenda notification.

**AGENCY AGREEMENT**  
**CenterPoint Energy Assistance Program**

THE STATE OF TEXAS     §  
  §  
COUNTY OF FORT BEND   §

This Agreement is entered into by and between Fort Bend County, Texas, acting through its governing body, Fort Bend County Commissioners Court (“Fort Bend County”), and CenterPoint Energy Resources Corp., a Delaware Corporation by and through its Southern Gas, Houston Division (“CNP”).

**RECITALS**

WHEREAS, CNP, a domestic gas energy delivery company serving areas in Texas, including Fort Bend County, operates and maintains an Energy Assistance Program to provide payment assistance to qualifying customers; and

WHEREAS, Fort Bend County has a proven record of managing energy assistance and relief programs for various governmental and private entities and is capable of processing CNP’s customer payment assistance in an efficient, effective fashion; and

WHEREAS, Fort Bend County, acting through Fort Bend County Community Services, has sufficient staffing, located throughout the County, to distribute energy assistance payments to customers of CNP in the County, and to perform the necessary enrollment application, qualification, disbursement and remittance processing procedures; and

WHEREAS, Fort Bend County Commissioners Count finds that participation in the CNP Energy Assistance Program as described herein serves a public purpose of Fort Bend County, Texas.

NOW, THEREFORE, in consideration of the mutual covenants and premises hereinafter contained, CNP and Fort Bend County agree as follows:

1. Program Funding. For calendar year 2010, CNP will initially remit the sum of \$2,000.00 to Fort Bend County, to be disbursed by Fort Bend County in support of the “CNP Energy Assistance Program”. These funds will be remitted to Fort Bend County in one installment, payable on or before April 1, 2010, and will be deposited into a Fort Bend County depository bank account.

2. Fort Bend County Obligations. Fort Bend County will provide the following services required to manage the Energy Assistance Program on behalf of CNP during the term of this Agreement.
- a. Fort Bend County must qualify CNP customers as eligible recipients in accordance with the energy assistance relief programs administered by government agencies and in accordance with the CNP Energy Assistance Program qualifications which are attached hereto as Exhibit A, and incorporated herein by reference and made a part of this Agreement.
  - b. Fort Bend County shall provide training for all employees responsible for conducting CNP Energy Assistance Program customer eligibility qualification based on the provisions set forth in Exhibit A, and incorporated herein by reference and made a part of this Agreement.
  - c. Fort Bend County will process payments to the CNP Cash Remittance Department.
  - d. Fort Bend County shall enter payment information into its database system; reconcile; create an electronic file containing a list of the qualified customers and payment amounts; and transmit such information to CNP in electronic format on or before the first day of each calendar month during the term of this Agreement.
  - e. Fort Bend County shall perform monthly reconciliation and balancing of CNP's qualified customer accounts. In addition, within five (5) days of notification thereof by CNP, and at no cost to CNP, Fort Bend County shall perform any transaction research necessary to reconcile CNP's qualified customer accounts which are out of balance due to the action or inaction of Fort Bend County.
  - f. Fort Bend County will deposit the monies due for each qualified customer on a monthly basis via automated clearing house ("ACH") transfer into the designated CNP account(s) on or before the 15<sup>th</sup> of each calendar month during the term of this Agreement.
  - g. Fort Bend County shall submit a monthly report to CNP detailing the recipients and total monthly disbursements on or before the last day of each month until the entire fund balance has been depleted, in accordance with the provisions attached hereto as Exhibit B, and incorporated herein by reference and made a part of this agreement.
3. Term. This Agreement shall become effective upon execution by CNP and by Fort Bend County (subject to authorization via Order of Fort Bend County Commissioners Court), and shall remain in effect until all initial and/or subsequently provided funds are distributed or until the program ends, whichever occurs first, unless otherwise terminated or extended as provided in this Agreement. This Agreement may be renewed by mutual agreement of the parties.

4. Termination for Convenience. CNP shall have the absolute right to terminate this Agreement for its convenience, in whole or in part, for any reason, at any time, by providing thirty (30) days advance written notice to Fort Bend County. In the event of such termination, Fort Bend County shall promptly comply with the directions contained in such notice and shall, subject to CNP's direction, take action as may be necessary to terminate the work under this Agreement and minimize its costs and liability with respect to the terminated work. In no event shall CNP be liable to Fort Bend County for any anticipated revenues under this Agreement.
5. Termination for Breach. This Agreement may be terminated by CNP in the event Fort Bend County shall fail to perform any material obligation hereunder, and such breach shall not be remedied within fifteen (15) days after written notice thereof to Fort Bend County. In such event, CNP shall have no liability to Fort Bend County for costs incurred by Fort Bend County as a result of such termination.
6. Rights not Exclusive. The termination rights and remedies herein shall not be exclusive, and are in addition to any other rights and remedies provided under this agreement, or at law or in equity.
7. Force Majeure. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its reasonable control, including, but not limited to acts of God, acts of civil or military authorities, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, earthquakes, hurricanes, or floods.
8. Independent Contractor. Fort Bend County agrees that in the performance of the work hereunder, it shall be an independent contractor and not an employee of CNP, that workers engaged by Fort Bend County on this work shall at all times be considered Fort Bend County's employees and not those of CNP, and that Fort Bend County will accept and assume exclusive liability and shall hold CNP harmless in the payment of any and all contributions, assessments and deductions made on behalf of Fort Bend County's employees engaged in the performance of the work hereunder.
9. Records and Audit. During the term of this Agreement, and for a period of four (4) years thereafter, Fort Bend County shall keep, maintain and preserve, at the principal office of the Fort Bend County Department of Community Services or in an alternate secure location, in the form of hard copy or electronic media, full records of all transactions relating to the Work performed by Fort Bend County hereunder. Upon reasonable notice, which notice shall specify the accounts, records and books requested for viewing, CNP shall be afforded adequate work space and have full access during normal business hours to inspect, audit and reproduce any and all such accounts, records and books of Fort Bend County.
10. Confidentiality. Any information provided to or received by Fort Bend County regarding CNP's customer accounts shall be held in confidence and not be disclosed to

any third party without the express written permission of CNP, unless disclosure is required by law. Additionally, any proprietary or confidential information marked as such provided to Fort Bend County by CNP shall not be disclosed to any third party, except as required under law and/or directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, Texas Government Code Chapter 552, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. Both parties agree to treat such information with the same standard of care used with respect to their own proprietary information to prevent disclosure of the information. The parties expressly acknowledge that Fort Bend County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 553.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, Fort Bend County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act.

11. Compliance with Laws. In performance of this Agreement, Fort Bend County agrees to comply with all local, city, State and Federal regulations as they may apply to the services provided herein.
12. Notices. Any written notice required by the terms of this Agreement shall be deemed to be sufficiently given when sent by certified or registered mail, postage prepaid, to the respective parties as follows:

If to CNP:

P.O. Box 1700  
Houston, Texas 77251-1700  
Attention: Sharon M. Owens

If to Fort Bend County:

Ft. Bend County Social Services  
4520 Reading Road, Suite A  
Rosenberg, Texas 77471  
Attention: Hopie Solomon

The foregoing addresses may be changed at any time by written notice to the other party.

13. Headings. The headings in this Agreement are for convenience only and shall not be construed to define or limit any terms.
14. Waiver. No course of dealing or failure of either party to strictly enforce any terms, rights or condition of this Agreement shall be construed as a waiver of such term, right or condition.



15. Assignment. This Agreement shall be binding upon the parties and their successors and permitted assigns; however, neither party shall assign this agreement without the prior written consent of the other party. Notwithstanding the foregoing, CNP reserves the right to assign this Agreement to any subsidiary or any affiliate without consent of Fort Bend County.
16. Governing Law. This Agreement shall be construed under and governed by the laws of the State of Texas. Exclusive venue is in Fort Bend County, Texas.
17. Severability. In the event that one or more provisions contained in this Agreement are for any reason held to be unenforceable in any respect, such unenforceability shall not affect any other term or condition of this Agreement and this Agreement shall be construed as if the unenforceable provision was not contained in this Agreement.
18. Entire Agreement. The parties acknowledge that they have read this Agreement and understand it and agree to be bound by its terms and conditions. Further, the parties agree that it is a complete and exclusive statement of the agreement between them, which supersedes all other proposals and prior agreements, oral or written, and any other communications between the parties relating to the subject matter of this Agreement. Any amendment of this Agreement must be mutually agreed to by the parties and must be reduced to writing.
19. Limit of Appropriations. Prior to execution of the Agreement, Fort Bend County has advised CNP, and CNP clearly understands and agrees, such understanding and agreement being of the absolute essence to the Agreement, that Fort Bend County has certified no funds under the Agreement, and CNP shall have no cause of action whatsoever for money against Fort Bend County and/or Fort Bend County Community Services under the Agreement (other than return of CNP's funds, where appropriate).
20. Fort Bend County not Obligated to Third Parties. Nothing in this Agreement is intended to, or shall be deemed or construed to create or enhance any remedies in any independent rights of any third party.
21. E-Mail Addresses. CNP affirmatively consents to the disclosure of its e-mail addresses that are provided to Fort Bend County. This consent is intended to comply with the requirements of the Texas Public Information Act, at §552.137 of the Government Code, as amended, and shall survive termination of this Agreement.

IN WITNESS WHEREOF, this instrument has been executed on behalf of Fort Bend County by a duly authorized representative and on behalf of CNP by a duly authorized representative.

APPROVED AS TO FORM:

**FORT BEND COUNTY**

ROY CORDES, JR.  
Fort Bend County Attorney

By: Michelle Ranget  
Name: Michelle Ranget  
Title: Assistant County Attorney

By: [Signature]  
Name: The Honorable Robert Hebert  
Title: County Judge  
Date Signed: 4-6-2010



~~Approved~~: ATTEST: [Signature]  
By: \_\_\_\_\_  
Name: Dianne Wilson  
Title: County Clerk  
Date Signed: 4-6-10

**CENTERPOINT ENERGY RESOURCES  
CORP.**

By: \_\_\_\_\_  
Name: Sharon M. Owens  
Title: Vice President, Corporate Community  
Relations  
Date Signed: \_\_\_\_\_

## **EXHIBIT A**

### **ELIGIBILITY REQUIREMENTS**

In order to qualify for CNP's Energy Assistance Program, applicants must be an active customer of CNP. Customers whose service has been terminated for nonpayment are eligible to receive energy assistance, provided that the outstanding charges were incurred during the current heating season and that the assistance (or a combination of the assistance and an immediate customer payment) is sufficient to restore service.

Although there are no specific income eligibility requirements to receive assistance for the program, the administering agencies are asked to use their discretion when approving clients for aid. Primary consideration is to be offered to low-income, elderly, and/or disabled persons, as well as those households with small children, the working poor, and those households that demonstrate need but cannot be approved for LIHEAP or other energy assistance programs.

Approved CNP account holders may receive fund assistance during the heating season. Grantees may receive assistance more than once in a calendar year, provided that the awards do not exceed agencies' designated maximum amount, which may range \$100-\$400 depending on the agency.

Energy assistance shall be provided to approved applicants in the form of checks mailed directly to CNP from the administering agency. These payments should be equal to the amount of customer's most recent invoice balance or shut-off notice amount.

#### **Charges Eligible for Aid:**

Energy Assistance may be applied to the following charges, which should be considered when calculating a grant amount. All charges must have been incurred during the current heating season:

- Natural Gas Commodity Charges and those charges related directly to natural gas distribution
- Late Payment Fees

The following charges may not be considered for aid from the fund and should likewise be excluded from any calculations related to the grant amount:

- Security Deposits
- Service-Related Fees (Initiation, Reconnection, Overtime, Collection)
- Return Check Fees
- Financed Merchandise or Loan Balances

## **EXHIBIT B**

### **PAYMENT AND REPORTING PROCESS**

#### **Reporting Process:**

The administering agencies will provide CNP a monthly itemized statement detailing the contract account numbers and name of customers who were awarded grants during the previous months, all expenses related to the administration of the program, and the remaining balance of the program funds.

#### **Fund Payment Distribution:**

All checks for assistance through Customer Care Fund should include a Fund Payment Distribution Summary Report (in the format provided below), which includes the recipient's full name, service address, CNP full contract account number, and amounts of each grant. The Fund Payment Distribution Summary Report should also include the name and contact information of the originating agency.

All reports shall be delivered via email to [tucker.blair@centerpointenergy.com](mailto:tucker.blair@centerpointenergy.com).

#### **Page One**

#### **CenterPoint Energy Fund Distribution Summary**

Number of Accounts: \_\_\_\_\_ \$ \_\_\_\_\_

#### **Page Two**

The list of payments for the above Summary shall contain the following information:

<b>Case #</b>	<b>Name</b>	<b>CenterPoint Energy Account #</b>	<b>\$ Amount</b>	<b>Address</b>	<b>City/State/Zip</b>
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