



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 04/24/2012, 9:00 AM, Voting Session

**Prepared By/Phone Number:** Alan Miller, Planning and Budget Office, 854-9726

**Elected/Appointed Official/Dept. Head:** Leslie Browder, County Executive  
Planning and Budget

**Commissioners Court Sponsor:** Judge Biscoe

### **AGENDA LANGUAGE:**

Review and approve a Contract with Texas Gas Service Energy to continue the existing Share the Warmth Program through Health and Human Services to provide utility assistance for qualified households needing assistance with their Texas Gas Service natural gas bills;

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

This grant provides funds from Texas Gas Service to assist qualifying households that need assistance to meet their energy needs. The eligible households will be those within Travis County experiencing a financial hardship and unable to pay the energy bills from the Company

### **STAFF RECOMMENDATIONS:**

PBO recommends approval.

### **ISSUES AND OPPORTUNITIES:**

Additional information is provided on each item's grant summary sheet.

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

The grant does not require a match.

### **REQUIRED AUTHORIZATIONS:**

Planning and Budget Office  
County Judge's Office

Leslie Browder  
Cheryl Aker

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE  
 FY 2012

The following list represents those actions required by the Commissioners Court for departments to apply for, accept, or continue to operate grant programs. This regular agenda item contains this summary sheet, as well as backup material that is attached for clarification.

Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
<b>Contracts</b>											
A 58	Share the Warmth	04/01/12 09/30/12	\$24,500	\$0	\$0	\$0	\$24,500	-	R	S	11

\* Amended from original.

**PBO Notes:**

- R - PBO recommends approval.
- NR - PBO does not recommend approval
- D - PBO recommends item be discussed.

**County Auditor's Complexity Assessment measuring Impact to their Office's Resources/Workload**

- S - Simple
- MC - Moderately Complex
- C - Complex
- EC - Extremely Complex

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FY 2012 Grant Summary Report  
Grant Applications approved by Commissioners Court

*The following is a list of grants for which application has been submitted since October 1, 2011, and the notification of award has not yet been received.*

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
49	Little Webberville Park Boat Ramp Renovation Grant	6/01/2012-05/31/2015	\$77,502	\$0	\$25,834	\$0	\$103,336	-	10/25/2011
49	Webberville Park Boat Renovation Grant	6/01/2012-5/31/2015	\$129,793	\$0	\$43,624	\$0	\$173,417	-	10/25/2011
49	Dink Pearson Park Boat Ramp Grant	6/01/2013-5/31/2016	\$500,000	\$0	\$166,667	\$0	\$666,667	-	10/25/2011
58	AmeriCorps	8/1/2012-7/31/2013	\$298,671	\$0	\$437,941	\$73,677	\$810,289	28.00	11/1/2011
47	State Homeland Security Grant program (through CAPCOG)- SCBA equipment	10/01/2012-11/30/2014	\$40,000	\$0	\$0	\$0	\$40,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- equipment licenses	10/01/2012-11/30/2014	\$8,000	\$0	\$0	\$0	\$8,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- maintenance contract	10/01/2012-11/30/2014	\$30,000	\$0	\$0	\$0	\$30,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- replacement equipment	10/01/2012-11/30/2014	\$30,000	\$0	\$0	\$0	\$30,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- chemical protective clothing	10/01/2012-11/30/2014	\$40,000	\$0	\$0	\$0	\$40,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- radiological isotope identifier	10/01/2012-11/30/2014	\$33,500	\$0	\$0	\$0	\$33,500	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- dosimeters	10/01/2012-11/30/2014	\$8,000	\$0	\$0	\$0	\$8,000	-	1/10/2012
49	FY 12 Habitat Conservation Plan Land Acquisition Assistance Grant	5/1/2012-8/30/2014	\$4,834,800	\$0	\$3,223,200	\$0	\$8,058,000	-	1/17/2012
49	Emergency Management Performance Grant	10/1/2011-9/30/2012	\$138,465	\$138,464	\$0	\$0	\$276,929	3.00	1/24/2012
24	Travis County Veterans Court	7/01/2012-6/30/2013	\$53,414	\$0	\$0	\$0	\$53,414	-	1/31/2012
45	Drug Court & In-Home Family Services	9/01/2012-8/31/2013	\$181,000	\$20,011	\$0	\$0	\$201,011	0.24	1/31/2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
45	Juvenile Accountability Block Grant (JABG) Local Assessment Center	9/01/2012-8/31/2012	\$101,525	\$11,280	\$0	\$0	\$112,805	1.34	1/31/2012
19	Underage Drinking Prevention Program	10/1/2012-9/30/2013	\$161,205	\$230,502	\$35,951	\$53,875	\$481,533	3.50	2/7/2012
24	Veterans Court Grant	9/1/2012-8/31/2013	\$226,516	\$0	\$0	\$0	\$226,516	2.00	2/7/2012
39	Travis County Adult Probation DWI Court	9/30/2012-9/29/2013	\$206,515	\$0	\$0	\$0	\$206,515	3.05	2/7/2012
24	Family Drug Treatment Court	9/1/2012-8/31/2013	\$137,388	\$0	\$0	\$0	\$137,388	1.00	2/14/2012
37	TCSO Child Abuse Victim Services Personnel	9/1/2012-8/31/2013	\$24,997	\$0	\$24,997	\$0	\$49,994	1.00	2/14/2012
39	Travis County Adult Probation DWI Court	9/1/2012-8/31/2013	\$229,112	\$0	\$0	\$0	\$229,112	4.00	2/14/2012
42	Drug Diversion Court	9/1/2012-8/31/2013	\$132,585	\$0	\$0	\$0	\$132,585	1.00	2/14/2012
45	Travis County Juvenile Treatment Drug Court-SAMSHA/CSAT	9/1/2012-8/31/2013	\$199,766	\$0	\$0	\$0	\$199,766	-	2/14/2012
19	Family Violence Accelerated Prosecution Program	09/01/12-08/31/13	\$121,905	\$31,534	\$16,365	\$17,742	\$187,546	2.28	2/21/2012
45	Travis County Eagle Resource Project	09/01/12-08/31/13	\$31,926	\$0	\$0	\$0	\$31,926	-	2/21/2012
45	Trama Informed Assessment and Response Program	09/01/12-08/31/13	\$192,666	\$0	\$0	\$0	\$192,666	0.50	2/21/2012
47	Fire Mitigation Assistance Grant Hodde Lane #2957	09/04/11-09/19/11	\$38,605	\$12,868	\$0	\$0	\$51,473	-	3/13/2012
47	Fire Mitigation Assistance Grant Pedernales #2959	09/04/11-09/19/11	\$333,005	\$111,002	\$0	\$0	\$444,007	-	3/13/2012
47	Fire Mitigation Assistance Grant Steiner #2960	09/04/11-09/19/11	\$385,016	\$128,339	\$0	\$0	\$513,355	-	3/13/2012
21	Electronic Disposition Reporting	04/15/12-08/31/12	\$35,637	\$0	\$0	\$0	\$35,637	-	3/20/2012
49	Travis County Fuels Reduction Project (aka Wildfire Mitigation Grant)	09/01/12-08/31/14	\$200,775	\$66,925	\$0	\$0	\$267,700	-	3/20/2012
58	Parenting In Recovery*	09/30/11-09/29/12	\$583,843	\$62,818	\$80,000	\$52,212	\$778,873	1.00	3/20/2012
45	Residential Substance Abuse Treatment (RSAT) Program	10/01/12-09/30/13	\$143,743	\$47,914	\$0	\$0	\$191,657	1.75	3/20/2012

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Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
45	Trama Informed Assessment and Response Program*	09/01/12 08/31/13	\$192,666.00	\$0.00	\$0	\$0	\$192,666.00	0.50	3/27/2012
45	Travis County Eagle Resource Project*	09/01/12 08/31/13	\$31,926.00	\$0.00	\$0	\$0	\$31,926.00	-	3/27/2012
39	Travis County Adult Probation Co-Occurring Re-entry Services	10/01/2012 9/30/2012	\$565,345.00	\$0.00	\$0	\$0	\$565,345.00	3.00	4/17/2012
49	FY 12/13 CAPCOG Travis County Expo Center Recycling Grant	7/1/2012 06/30/2013	\$31,500.00	\$0.00	\$0	\$0	\$31,500.00	-	4/17/2012
57	NEH Preservation Assistance	2/01/2012 8/1/2013	\$6,000.00	\$0.00	\$0	\$0	\$6,000.00	-	4/17/2012

\*Amended from original agreement.

\$10,717,312      \$861,657      \$4,054,579      \$197,506      \$15,831,054      57.16

**FY 2012 Grant Summary Report  
Grants Approved by Commissioners Court**

*The following is a list of grants that have been received by Travis County since October 1, 2011*

<b>Dept</b>	<b>Name of Grant</b>	<b>Grant Term</b>	<b>Grant Award</b>	<b>County Cost Share</b>	<b>County Contribution</b>	<b>In-Kind Contribution</b>	<b>Program Total</b>	<b>FTEs</b>	<b>Approval Date</b>
24	Drug Diversion Court	9/01/2011-8/31/2012	\$132,702	\$0	\$0	\$0	\$132,702	1.00	10/4/2011
24	Travis County Veteran's Court	9/01/2011-8/31/2012	\$155,000	\$0	\$0	\$0	\$155,000	2.00	10/4/2011
22	Family Drug Treatment Court	9/01/2011-8/31/2012	\$119,185	\$0	\$0	\$0	\$119,185	1.00	10/4/2011
39	DWI Court	9/01/2011-8/31/2012	\$231,620	\$0	\$0	\$0	\$231,620	4.00	10/4/2011
49	Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP) Local Initiatives Projects*	5/06/2008-8/31/2013	\$1,650,140	\$0	\$0	\$155,101	\$1,805,241	-	10/4/2011
45	Travis County Psychology Internship Program	9/01/2011-8/31/2016	\$464,733	\$99,779	\$0	\$0	\$564,512	-	10/11/2011
58	Comprehensive Energy Assistance Program*	1/01/2011-12/31/2011	\$5,519,883	\$0	\$0	\$0	\$5,519,883	-	10/18/2011
37	Austin/Travis County Human Trafficking LE Task Force*	1/01/2011-9/30/2012	\$15,000	\$0	\$0	\$0	\$15,000	-	10/18/2011
24	Drug Diversion Court*	9/01/2010-8/31/2011	\$188,422	\$0	\$19,132	\$0	\$207,554	1.00	10/18/2011
37	2012 Target & Blue Law Enforcement Grant	10/1/2011-9/30/2012	\$500	\$0	\$0	\$0	\$500	-	10/25/2011
45	Juvenile Services Solicitation for the Front End Therapeutic Services Program	9/1/2011-8/31/2012	\$21,000	\$0	\$0	\$0	\$21,000	-	10/25/2011
45	Travis County Eagle Resource Project	9/1/2011-8/31/2012	\$39,907	\$0	\$0	\$0	\$39,907	-	10/25/2011
58	Travis County Family Drug Treatment Court - Children's Continuum	10/1/2011 - 9/30/2014	\$550,000	\$0	\$28,012	\$155,321	\$733,333	4.00	11/1/2011
47	Emergency Management Performance Grant	10/1/2010-3/31/2012	\$78,753	\$78,753	\$0	\$0	\$157,506	3.00	11/8/2011
37	State Criminal Alien Assitance Program (SCAAP)	7/1/2009-6/30/2010	\$683,501	\$0	\$0	\$0	\$683,501	-	11/22/2011
58	Comprehensive Energy Assistance Program*	1/1/2011-12/31/2011	\$5,519,883	\$0	\$0	\$0	\$5,519,883	-	11/22/2011

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Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
47	Urban Area Security Initiative*	8/1/2010-13/31/2012	\$250,000	\$0	\$0	\$0	\$250,000	1.00	11/22/2011
45	Leadership Academy Dual Diagnosis Unit-Residential Substance Abuse Treatment Program	10/1/2011-9/30/2012	\$142,535	\$47,512	\$0	\$0	\$190,047	1.82	11/29/2011
58	Seniors and Volunteers for Childhood Immunization (SVCI)	9/1/2011-8/31/2012	\$8,846	\$0	\$0	\$0	\$8,846	0.20	11/29/2011
58	Coming of Age (DADS)	9/1/2011-8/31/2012	\$24,484	\$24,484	\$0	\$0	\$48,968	-	11/29/2011
58	Coming of Age (CNCS)*	10/1/2010-3/31/2012	\$75,743	\$22,723			\$98,466	0.59	11/29/2011
58	Emergency Food and Shelter Program, Phase 30	1/1/2012-12/31/2012	\$100,000	\$0	\$0	\$0	\$100,000	-	12/6/2011
34	Bulletproof Vest Partnership - CN4	4/1/2011-9/30/2012	\$493	\$493	\$0	\$0	\$986	-	12/13/2011
42	Drug Diversion Court*	09/01/2011-08/31/2012	\$132,702	\$0	\$4,605	\$2,602	\$139,909	1.00	1/3/2012
58	DOE Weatherization Assistance Program	04/01/2011-03/31/2012	\$212,612	\$0	\$0	\$0	\$212,612	-	1/10/2012
49	Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP)	1/24/2012-8/31/2013	\$175,000	\$0	\$0	\$0	\$175,000	-	1/17/2012
37	Travis County Sheriff's Office Response Equipment	12/01/2011-5/31/2012	\$100,000	\$0	\$0	\$0	\$100,000	-	1/31/2012
24	Formula Grant - Indigent Defense Grants Program	10/01/2011-9/30/2012	\$441,998	\$0	\$0	\$0	\$441,998	-	1/31/2012
23	Texas Commission on Environmental Quality Intergovernmental Cooperative Reimbursement Agreement with Travis County*	11/19/2012-8/31/2012	\$590,797	\$0	\$0	\$0	\$590,797	2.00	1/31/2012
59	Capital Area Trauma Advisory Council	5/1/2011-8/31/2012	\$5,888	\$0	\$0	\$0	\$5,888	-	2/7/2012
58	ARRA WAP Weatherization Assistance Program*	09/01/2009-02/28/2012	\$7,622,699	\$0	\$0	\$0	\$7,622,699	3.00	2/21/2012
40	OVW FY2010 Safe Havens: Supervised Visitation and Safe Exchange Grant Program*	10/01/2010-09/30/2013	\$400,000	\$0	\$0	\$0	\$400,000	-	2/28/2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
37	TxDOT Impaired Driving Mobilization Grant	03/07/12 09/30/12	\$18,102	\$6,100	\$0	\$0	\$24,202		3/13/2012
37	2009 COPS LE Technology Grant*	03/11/12 09/10/12	\$300,000	\$0	\$0	\$0	\$300,000		3/13/2012
49	LIRAP Local Initiative Projects (LIP)*	05/06/08 08/31/13	\$1,688,163	\$0	\$0	\$0	\$1,688,163	-	3/20/2012
17	Ransom and Sarah Williams Farmstead Educational Outreach Project	10/1/2011- 9/30/2013	\$7,500	\$0	\$7,500	\$0	\$15,000	-	3/27/2012
58	Coming of Age (CNCS)	4/1/2012- 3/31/2013	\$50,495	\$321,591	\$0	\$0	\$372,086	6.80	3/27/2012
42	Drug Diversion Court*	09/01/2011- 08/31/2012	\$132,702	\$0	\$7,930	\$0	\$140,632	1.00	4/3/2012

\*Amended from original agreement.

\$27,850,988      \$601,435      \$67,179      \$313,024      \$28,832,626      33.41



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**FY 2012 Grants Summary Report**

**Permission to Continue**

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC			Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request					
58	Comprehensive Energy Assistance Program	1/1/2012-12/31/2012	\$29,196	\$29,196	\$58,392	4.00	3/31/2012	12/27/2011	N/A	No
58	Comprehensive Energy Assistance Program*	1/1/2012-12/31/2012	\$0	\$0	\$175,000	0.00	3/31/2012	12/27/2011	N/A	No
58	Casey Family Programs Community and Family Reintegration Project	1/1/2012-12/31/2012	\$15,196	\$15,196	\$30,392	1.00	3/31/2012	12/27/2011	N/A	No
58	Casey Family Programs Community and Family Reintegration Project	1/1/2012-12/31/2012	\$29,196	\$29,196	\$58,392	1.00	6/30/2012	3/20/2012	N/A	No
58	Comprehensive Energy Assistance Program	1/1/2012-12/31/2012	\$29,196	\$29,196	\$58,392	4.00	5/31/2012	3/27/2012	N/A	No
<b>Totals</b>			<b>\$102,784</b>	<b>\$102,784</b>	<b>\$380,568</b>	<b>10.00</b>				

\*This portion of the request is not a typical permission to continue and will temporarily use General Fund resources for grant program operating expenses. Expenses will be made in the General Fund and reclassified against the grant once funds are available.

**TRAVIS COUNTY FY 09 - FY 14 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT CONTRACTS**

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program. ARRA Grants are highlighted in bold.

Future year amounts are estimated if not known and impact amounts may be reduced if additional Non-County funding is identified. Amounts shown in a particular year may not represent the actual grant term allocation since terms may overlap the County's Fiscal Year.

<b>Grant Contracts approved by Commissioners Court</b>		FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
Dept	Grant Title	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County Mental Public Defenders Office. To establish the nation's first stand alone Mental Health Public Defenders Office. Full impact in FY 12 when grant is no longer available.	\$ 375,000	\$ 250,000	\$ 250,000	\$ 375,000	\$ 125,000	\$ 500,000	\$ -	\$ 625,000	\$ -	\$ 625,000		\$ 625,000
Criminal Justice Planning	Office of Parental Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. Full impact in FY 12 when grant is no longer available. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,000	\$ 307,743	\$ 100,000	\$ 102,360	\$ 50,000	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360
Criminal Justice Planning	Office of Child Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. FY 11 is last year of grant. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,000	\$ 301,812	\$ 100,000	\$ 102,358	\$ 50,000	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359
Criminal Justice Planning	Travis County Information Management Strategy for Criminal Justice (ARRA). Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration, County Attorney's Office, District Attorney's Office and Manor Police Department).	\$ -	\$ -	\$ 487,359	\$ -	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432		\$ 26,432
Facilities Management	Energy Efficiency and Conservation Block Grant (ARRA). For Retrofit of the Travis County Executive Office Building HVAC System. One-time grant and includes a \$1.2 million County contribution in FY 10 to complete project.		\$ -	\$ 2,207,900	\$ 1,292,000		\$ -		\$ -		\$ -		\$ -
Travis County Sheriff's Office	2009 Byrne Justice Assistance Grant (ARRA). One-time grant for one-time capital purchases. Does not require a County match or program to continue after grant term ends on 9/30/12.	\$ -	\$ -	\$ 123,750	\$ -	\$ 165,000	\$ -	\$ 165,000	\$ -	\$ -	\$ -		\$ -
Travis County Sheriff's Office	Travis County Sheriff's Office Response Equipment (ARRA) - One-time funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -
Travis County Sheriff's Office/County Attorney's Office	Recovery Act - STOP Violence Against Women Act. TC Expedited Victims Restoration Grant (ARRA). One-time ARRA funding for laptops for TCSO and one-time funding for a Victim Counselor, laptop computer, and operating expenses for the County Attorney's Office. Grant ends March 2011, but for simplification purposes the award is shown fully in 2010. No County match or commitment after grant ends.	\$ -	\$ -	\$ 64,599	\$ -		\$ -		\$ -		\$ -		\$ -

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Community Supervision and Corrections	Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations. (ARRA) Grant will supplement department's state funding to help keep all current probation officer positions. This two year funding goes to the State and there is no County obligation or impact. Full amount of grant is believed to be spent by FY 11.	\$ -	\$ -	\$ 143,750	\$ -	\$ 143,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
District Attorney	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team. Includes funding for the District Attorney's Office, County Attorney's Office, Travis County Sheriff's Office, and Constable Pct 5. Grant is coordinated by the City of Austin. It is possible that the responsibility to apply for the Grant may fall to the County for FY 11 and beyond.	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -
Transportation and Natural Resources	Local Transportation Project - Advanced Funding Agreement (ARRA). ARRA funding to upgrade 4 roads by milling and overlaying roadway. Grant is a one-time grant with the potential for estimated \$13,741 contribution from the Road and Bridge Fund.	\$ -	\$ -	\$ 687,047	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	2009 Phase 27 ARRA Emergency Food and Shelter Program. The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.	\$ 41,666	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Americorps. Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.	\$ 288,139	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 281,297	\$ -
Health and Human Services	Parenting in Recovery. FY 09 is Year Two of a Potential Five Year Grant. The full impact will occur in FY 13 when grant funding is no longer available.	\$ 500,000	\$ 77,726	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ -	\$ 580,000	\$ -	\$ 580,000
Health and Human Services	ARRA Texas Weatherization Assistance Program. Provide weatherization services to low income households	\$ -	\$ -	\$ 2,311,350	TBD	\$ 5,311,349	TBD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Community Development Block Grant ARRA (CDBG-R) Funds to be used for approx 39 water connections for Plainview Estates.	\$ 90,000	\$ -	\$ 136,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Community Development Block Grant (CDBG). Impact amounts are based on the amounts added for staff added in HHS and County Auditor's Office to support the grant. The Auditor's staff person also supports other large federal grants, but is only listed here for simplification. Actual amounts may vary by year. Assumes grant will continue each year.	\$ 833,133	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,390	\$ 223,908
Health and Human Services	Community Putting Prevention to Work (Tobacco Free Worksite Policy). Interlocal with the City of Austin to receive ARRA funds to development a tobacco free worksite policy for County facilities. Includes 1.5 FTE to support program. In addition, there are existing resources provided by the State that are available through the employee clinic to help employee to quit tobacco use. Ends Feb 2012.	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>		<b>\$ 3,070,731</b>	<b>\$ 1,161,189</b>	<b>\$ 8,619,525</b>	<b>\$ 2,175,626</b>	<b>\$ 7,952,569</b>	<b>\$ 1,135,059</b>	<b>\$ 2,272,470</b>	<b>\$ 1,260,059</b>	<b>\$ 1,607,470</b>	<b>\$ 1,760,059</b>	<b>\$ 1,490,480</b>	<b>\$ 1,760,059</b>

County Impact Includes the grant match amount that is not internally funded or costs that required a budget increase and the amount that may be required by the County upon termination of the grant. This amount does not include all costs related to the administration of the grant that are incurred by the County. Existing grants with approved contracts for the current year with pending applications for the following year are shown only on the contracts sheet to avoid duplication.

### GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	58/54	
Contact Person/Title:	Lisa Sindermann / Contract Compliance Specialist	
Phone Number:	854-4594	

Grant Title:	Share the Warmth Program				
Grant Period:	From:	04/01/12	To:	09/30/12	
Fund Source:	Federal: <input type="checkbox"/>	State: <input type="checkbox"/>	Local: <input checked="" type="checkbox"/>		
Grantor:	Texas Gas Service				
Will County provide grants funds to a subrecipient?			Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through another agency? If yes list originating agency below			Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:					

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	0	0	0	0	\$0
Operating:	24,500	0	0	0	\$24,500
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	0	0	0	0	\$0
<b>Total:</b>	<b>\$24,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$24,500</b>
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Account number)	Personnel Cost	Operating Transfer	Estimated Total	Filled FTE	PTC Expiration Date
N/A	0	0	\$0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	MG	
County Attorney	<input checked="" type="checkbox"/>	MEG	

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Applicable Depart. Measures						
Number of Households receiving utility assistance	15,000					15,000
Measures For Grant						
Number of Households receiving utility assistance through the Share the Warmth Program	263					263
Outcome Impact Description	Utility assistance provided by this program is to address energy needs of an eligible household relating to the household's Texas Gas Service utility bills. Texas Gas Service is a major provider of natural gas service within Travis County.					
Outcome Impact Description						
Outcome Impact Description						

**PBO Recommendation:**

This contract with the Texas Gas Service will allow HHS&VS to provide funds directly for indigent utility assistance. There is no county match requirement. PBO recommends approval.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing program?

The Share the Warmth program is a new program from Texas Gas Service. This program serves as a substitute for the previous Texas Gas Service's Project Care program which was discontinued in 2011. This program will be established with similar eligibility guidelines as the Project Care program used. The program goal is assisting households in need of assistance with the energy costs of their Texas Gas Service utility billings. The eligible households will be those within Travis County experiencing a financial hardship and unable to pay the energy bills from the Company. It is the intent of the department to provide assistance through our programs to those in need during the time households have the greatest energy burden.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

No additional funds are required.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

There is no County match required and no commitment by the Court to fund services if funds are discontinued.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

This program does not provide for indirect costs. The program funding provided by Texas Gas Service are donated monies and the Company intends for those funds to be used as direct services to eligible households.

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If (2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Yes

6. If this is a new program, please provide information why the County should expand into this area.

This program is a new program from Texas Gas Service, however it replaces the program, Project Care, which the Department participated in for many years.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

Travis County Health and Human Services & Veterans Service Family Support Services division staff performs client eligibility interviews with clients seeking assistance provided by this program and the other programs available through the department. The Department has previously received \$19,500 from Texas Gas Service and will begin client assistance for this program with that funding. After there is a fully executed contract, the Department will receive funds from Texas Gas Service on a quarterly basis. The Department estimates the quarterly allocations will range from \$5,000 to \$6,500. The \$24,500 is an estimated annual allocated amount based on previous annual allocations for the like Project Care program. The utility assistance provided by this program to Texas Gas Service qualified customers is another avenue the department has in meeting the requests of households who are experiencing an energy-related crisis.




**TRAVIS COUNTY HEALTH and HUMAN SERVICES  
and VETERANS SERVICE**

100 North I.H. 35  
P. O. Box 1748  
Austin, Texas 78767

Sherri E. Fleming  
County Executive  
(512) 854-4100  
Fax (512) 854-4115

**DATE:** April 9, 2012

**TO:** MEMBERS OF THE COMMISSIONERS COURT

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

**SUBJECT:** Acceptance of 2012 Texas Gas Service Share the Warmth Program Contract

**Proposed Motion:** Consider and take appropriate action to approve the contract with Texas Gas Service for the Share the Warmth Program for 2012.

**Summary and Staff Recommendation:** Staff requests the acceptance of this contract from Texas Gas Service. The Company has established a fund of which charitable contributions are made for the use of assistance to eligible households under the Share the Warmth Program. From this fund, Texas Gas Service will forward quarterly allocations to Travis County. The department has previously received \$19,500 from Texas Gas Service and will use these funds to begin the program assistance.

This Share the Warmth program replaces the Project Care program from Texas Gas Service which ended in 2011. The Department participated in that program for many years. TCHHSVS will use the Share the Warmth program funding to provide utility assistance for those qualified households needing assistance with their Texas Gas Service natural gas utility bills.

**Budgetary and Fiscal Impact:** We are able to use the Share the Warmth funds for direct service costs. These funds will be budgeted in an indigent utility assistance line item specific to this grant funding. No matching funds are required for this contract. The contract period will begin April 1, 2012, and the initial term will end September 30, 2012. The contract agreement will renew automatically October 1, 2012 for an additional one-year period and will

renew each October 1 thereafter for successive one year periods. The contract will terminate upon receipt of a written notice from either party requesting the termination.

**Issues and Opportunities:** The funds given by this program are a means to provide needed assistance to households in financial distress who need to meet their energy related obligations. Those qualified must be Travis County residents and natural gas utility customers of Texas Gas Service. The Texas Gas Service utility service area is the metropolitan portion of Travis County. Within the last year using the Project Care program funding, the department assisted 70 households with funds provided by that program.

cc: Leslie Browder, County Executive, Planning and Budget Office  
Diana Ramirez, Budget Analyst Sr., Planning and Budget Office  
Susan Spataro, CPA, CMA, Travis County Auditor  
Jose Palacios, Chief Assistant County Auditor  
Michelle Gable, Auditor Analyst VI, County Auditors Office  
Cyd Grimes, CPM, Travis County Purchasing Agent  
Mary Etta Gerhardt, Assistant County Attorney  
Jim Lehrman, Division Director, Family Support Services



**SHARE THE WARMTH AGREEMENT  
BETWEEN  
TEXAS GAS SERVICE AND  
TRAVIS COUNTY**

This Share the Warmth Agreement ("**Agreement**") is entered into by and between Texas Gas Service, a division of ONEOK Inc., (hereinafter the "**Company**") and Travis County, a political subdivision of the State of Texas, through Travis County Health and Human Services ("**Agency**").

**BACKGROUND:**

Company and Agency recognize the need for providing charitable assistance to persons in financial distress to meet energy related costs essential to their health and welfare.

Company has developed the Share the Warmth Program ("Share the Warmth" or "Program") as a supplement to government and community aid programs designed to assist persons in financial distress pay their natural gas bill from Texas Gas Service.

Agency is authorized to provide assistance to eligible persons, and Agency recognizes that Share the Warmth is a program for providing assistance to individuals who meet applicable Agency criteria.

Company will act as a conduit for contributions made by others so that Agency and such other nonprofit charitable organizations ("Other Agencies") can use and apply such contributions for the charitable purposes of the Share the Warmth Program in meeting the needs of the poor, disabled, sick and disadvantaged for gas service.

**AGREEMENT:**

In consideration of the mutual covenants hereinafter set forth, Company and Agency hereby agree as follows:

1. **Share the Warmth.** Agency acknowledges that Company has established Share the Warmth and that said program is funded by voluntary contributions from Company, its customers, employees and third parties. Agency further acknowledges that the policies and procedures governing the collection and the disbursement of the funds contributed to Share the Warmth (the "Share the Warmth Funds") by Company shall be established and may be modified by Company from time to time, with written notice of such changes to Agency, provided that Share the Warmth Funds shall always be disbursed to one or more of Agency and Other Agencies, and shall never be retained by Company for any other purpose. Agency shall develop and maintain criteria for determining eligibility of clients for distribution of Share the Warmth Funds by Agency. Any changes which amend any portion of this Agreement will be in writing and signed by both parties pursuant to Section 10.5 of this Agreement. If any changes to the policies and procedures governing the collection and the disbursement of the Share the Warmth Funds are made by Company with which Agency cannot agree, Agency may terminate this Agreement in accordance with Section 9 of this Agreement.

2. **Funds.** Any Share the Warmth Funds obtained by Company are deemed to be collected on behalf of one or more of Agency and Other Agencies for the purposes described above. Company will act merely as a conduit for contributions made by others so that Agency and such Other Agencies can use and apply such contributions for the charitable purposes of the Share the Warmth Program.

3. **Fund Guidelines.** The Agency shall have the sole right to determine who receives the Share the Warmth Funds (such person being a "**Beneficiary**") subject, however, to the following conditions and restrictions.

3.1 **Financial Guidelines.** Although a Beneficiary does not have to meet federal poverty income guidelines in order to be eligible to receive Share the Warmth Funds, such Beneficiary shall be a person experiencing financial hardship according to Agency criteria.

3.2 **Beneficiary.** A Beneficiary must be the named person or full-time resident at the address on the Company natural gas account for which assistance is being requested.

3.3 **Limitation.** Share the Warmth Funds may only be used to pay Company natural gas bills, which may include, without limitation, customary monthly charges, past due amounts, late fees, and service charges.

3.4 **Confidential Information.** All information received by Agency from Company with respect to a Beneficiary (including, without limitation, payment history, account balance, address and personal information) shall be treated as confidential information and shall not be disclosed to any third party, other than as may be required by law or pursuant to the Release included in this Agreement.

4. **Share the Warmth Report.** Agency shall submit to Company monthly reports reflecting the following information:

- Number of applicants receiving assistance under the Program in the reported month and year to date;
- Total of funds distributed from the Program within the reported month
- Total of Program funds available for distribution received from Company to date
- Other information as reasonably requested by Company from time to time

The Share the Warmth Report shall be sent to Company no later than the fifteenth (15th) day of the month following the month for which the Share the Warmth Report was prepared. Company may from time to time amend the form, content and information requested in the Share the Warmth Report by providing thirty (30) day advance written notice to Agency. If Agency cannot accept such changes, Agency may terminate this Agreement in accordance with Section 9 of this Agreement. The monthly Share the Warmth Report is not required during periods when Agency does not have Share the Warmth Funds available to disburse to Beneficiaries.

5. **Share the Warmth File.** Agency will maintain a file and record of each payment awarded to the Beneficiaries. Agency will maintain separate financial accounting of the amounts disbursed from Company and payments to Company from Agency on behalf of the Beneficiaries.

6. **Right to Audit.** Company and its designated agents, representatives, accountants and attorneys shall have full access, at all reasonable times, to the properties, books and records of Agency related to this Agreement for examination of Agency's administration of Share the Warmth Funds and compliance with Section 7 below; provided however, this Section shall not be interpreted as granting Company the right to control how Agency determines which Beneficiaries will be entitled to receive Share the Warmth Funds or how Agency governs its day to day business.

7. **Compliance with Codes.** Agency agrees that either:

7.1 **Governmental Entity.** It is a state, county, or municipal agency whose authorized functions include assisting in the provision of energy assistance to low income individuals (for example, Comprehensive Energy Aid Program or CEAP); or

7.2 **Non-Profit.** It is and shall continue to be during the term of this Agreement be an organization described in Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may be amended from time to time (the "Code"), is exempt from federal income taxes under Section 501(a) of the Code, and contributions to Agency are deductible from federal income taxes of the donor, within limits and guidelines of Section 170 of the Code. Agency covenants and agrees that it will take no action or omit to perform any act that will prejudice its status under said provisions of the Code. Agency will immediately notify Company if at any time during the term of this Agreement any of the representations made in this Section cease to be true.

8. **Non-exclusive Agreement.** Agency acknowledges that Company may enter into agreements with one or more Other Agencies, including Other Agencies located within Agency's service area, pursuant to which such Other Agencies will be eligible to participate in Share the Warmth. If Company enters into other agreements within the Travis County service area, data will be maintained and provided to prevent duplication of services to any Beneficiary from multiple sources.

9. **Term and Termination.**

9.1 **Initial Term.** The Initial Term of this Agreement will begin April 1, 2012 ("Effective Date") and continue through September 30, 2012.

9.2 **Renewal Term(s).** This Agreement shall automatically renew October 1, 2012, for an additional one-year period, and each October 1 thereafter for successive one year periods, unless terminated by either Party according to the Agreement. Either Agency or Company may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.

9.3 **Pre-Agreement Funds.** The Parties agree that Agency has received Share the Warmth Funds prior to the Effective Date of this Agreement (pre-Agreement Funds) which have not been distributed by Agency due to the lack of an executed agreement. Upon execution of this Agreement, as of the Effective Date of this Agreement, the Parties agree

that Agency may distribute those Pre-Agreement Funds as well as any other Share the Warmth Funds received by Agency pursuant to the terms of this Agreement.

## 10. Miscellaneous.

10.1 Governing Law. This Agreement will be governed by the laws of the State of Texas without regard to conflicts of laws principles. It is expressly understood that any lawsuit, litigation or dispute arising out of or relating to this Agreement will take place in Travis County and the City of Austin.

10.2 Waiver. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by either party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege. No single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

10.3 Binding Effect; Delegation of Duties Prohibited. This Agreement inures to the benefit of, and is binding upon, the parties hereto and their respective successors, assigns, heirs and legal representatives, including any entity with which the Company may merge or consolidate or to which all or substantially all of its assets may be transferred. The duties and covenants of the Agency under this Agreement, being personal, may not be delegated.

10.4 Notices. Whenever it is provided in this Agreement that any notice, demand, request, consent, approval, declaration or other communication be given to or served upon any of the parties by another, such notice, demand, request, consent, approval, declaration or other communication will be in writing and will be deemed to have been duly given (i) when received if personally delivered, (ii) when transmitted if transmitted by telecopy (except that telecopies transmitted after 5:00 p.m. in the recipient's time zone will be deemed delivered the next business day), electronic or digital transmission method, (iii) the business day after it is sent, if sent for next business day delivery to a domestic address by a nationally recognized overnight delivery service (i.e. Federal Express) and (iv) three business days after it is sent, if sent by certified or registered mail, return receipt requested. In each case notice will be sent to:

If to the Company:

Texas Gas Service  
Attn:  
5613 Ave. F  
Austin, TX 78751

If to Agency:

Sherri E. Fleming, County Executive (or her successor)  
Travis County Health and Human Services & Veterans Service  
P. O. Box 1748  
Austin, Texas 78767

or at such other address as the intended recipient will from time to time designate by written notice delivered in accordance herewith.

10.5 Entire Agreement; Amendments. This Agreement contains the entire agreement between the parties with respect to subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may not be amended orally, but only by an agreement in writing signed by each of the parties hereto. It is acknowledged by Company that no officer, agent, employee or representative of Agency other than the Travis County Commissioners Court has any authority to sign any document or make any agreement obligating Agency. Agency represents and warrants that the signatory to this Agreement is authorized to sign this Agreement on behalf of Agency.

10.6 Section Headings and Construction. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" refer to the corresponding Section of this Agreement unless otherwise specified. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

10.7 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

10.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

10.9 Immunity or Defense. It is expressly understood and agreed by Agency and Company that, neither the execution of this Agreement, nor any conduct of any representative of Agency relating to this contract, shall be considered to waive, nor shall 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 shall it be considered a waiver of sovereign immunity to suit.

10.10 Independent Contractor. Company and Agency agree that the parties enter into this agreement as independent contractors and that each assumes all of the rights, obligations and liabilities applicable to that party as an independent contractor.

10.11 Public Purpose. By execution of this Agreement, Commissioners Court hereby finds that the issues, problems and needs to be addressed by the services to be provided under the terms of this agreement constitute a significant public concern impacting members of the indigent population which the County serves, and that services provided

under this agreement will further the public purpose of addressing those health and human services issues, problems and needs.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date above first written above.

**TEXAS GAS SERVICE**

**TRAVIS COUNTY**

BY: \_\_\_\_\_

Name:

Title:

|

BY: \_\_\_\_\_

Samuel T. Biscoe

Travis County Judge

Travis County Commissioners Court